



## Oneida-Herkimer-Madison BOCES

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

# AGENDA

Cooperative Board Regular Meeting

**May 11, 2022 4:30 p.m.**

The Overlook Room

Middle Settlement Road, New Hartford, New York

### Draft Timeline

**4:30** I. Call to Order

II. Pledge of Allegiance

**4:35** III. Recognition

- Bridges Program

Students: Katrina Hart, Rome City School District  
Emmanuel Oduwa, Whitesboro Central School District

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

IV. Recognition of Visitors

V. Communications

A. From the Floor

- General questions from board members?
- Commentary from board members?
  
- New York State Rural Schools Association Summer Conference  
July 10 – 12, 2022 at the Otesaga Resort, Cooperstown  
Registration will open soon
  
- NYSSBA's 2022 Annual Convention & Education Expo  
October 27-29, 2022 at the Oncenter and Marriott Syracuse Downtown,  
Syracuse, NY.  
Registration opens August 1, 2022

B. Correspondence

VI. Reports

- District Superintendent Report-Patricia Kilburn
  - Legislative Update
  - Facilities Update
  - Personalized Learning Framework
  
- NSBA Convention Report
  - Reports by attendees

VII. A. Approval of the Minutes of the Regular Meeting of April 20, 2022  
(page 11)

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

B. Financial Report (page 35)

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

C. Personnel Report (page 55)

- a. Retirements
  - 1. Teaching/Certified Staff
  - 2. Non-Instructional/Classified 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 Appointment
    - c. Recommendation for Long-Term Substitute Appointment
    - d. Recommendation for Tenure Appointment(s)
  - 2. Non-Instructional/Classified Staff
    - Approval for 20 new summer Laborer positions for Information and Technology
      - a. Recommendation for a Second Provisional Appointment
      - b. Recommendation for Probationary Appointment(s)
      - c. Recommendation for Part-Time Appointment(s)
      - d. Recommendation for Permanent Appointments from Civil Service Listing

D. Action Items (page 81)

- 1. Approval of Board Policy 4206 Tax Exempt Bonds; 5002 Safety Conditions; 5300 Internet Safety; 5304 Information Security Breach Policy **(Second Reading)**

2. Approval of the BOCES 2022-2023 Budget
3. Approval of Administrative Internship
4. Approval of Administrative Internship
5. Approval of Utica University External Clinical Agreement
6. Approval of Utica University Dietetics Fieldwork Agreement
7. Approval of Perch Place, LLC Contract
8. Approval of Consultant Committee Membership
9. Approval of Contracts

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

The objective of this discussion is to listen to each other's thoughts, to identify areas of consensus and to use this information to establish agreed upon tenants of Board membership and opportunities for professional growth and development.

- What does it mean to be a Cooperative Board member? Part 2  
Please be prepared to discuss the following questions:
  - How do Board members best prepare for their monthly meetings?
  - How do Board members remain informed?
    - About the BOCES?
    - In between meetings?
  - How do Board members prepare for board discussion in advance?
  - What should be a reasonable expectation for board attendance at meetings?
  - What are reasonable expectations for Board member participation in meetings?

**6:00** IX. Old Business

**6:15** 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 BAA Union, pursuant to Article 14 of the Civil Service Law
	discussing the (purchase) (sale) (lease) of a particular parcel of land, disclosure of which could affect the value of the property
	discussing the (administration) (preparation) (grading) of the _____ exam
	discussing proposed litigation
	discussing matters which could imperil public safety if disclosed

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

**7:30** Adjournment

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

**FOR THE MONTH ENDING MARCH 2022**

**BANK BALANCES BY FUND:**

FUND	BANK	TYPE	BEGINNING BALANCE	PLUS RECEIPTS	MINUS DISBURSE	ENDING BALANCE
CAPITAL	JPM/CHASE	MMKT	7,892.27	0.33	-	7,892.60
GENERAL	JPM/CHASE	MMKT	6,022,914.68	11,691,814.99	11,213,174.60	6,501,555.07
GENERAL-MULTI C/D	JPM/CHASE	CHECK	3,020,489.19	8,481,580.31	8,481,509.96	3,020,559.54
GENERAL-MULTI C/R	JPM/CHASE	CHECK	1,426,402.38	9,981,327.72	11,405,000.00	2,730.10
GENERAL-LEARNING	JPM/CHASE	CHECK	3,403.50	960.20	-	4,363.70
GENERAL-MULTI C/R	NBT	MMKT	3,708.16	2,647.90	-	6,356.06
LUNCH-MULTI C/D	JPM/CHASE	CHECK	-	206,500.69	206,500.69	-
LUNCH-MULTI C/R	JPM/CHASE	CHECK	2,743.81	45.00	2,500.00	288.81
LUNCH C/R	JPM/CHASE	CHECK	1,232.79	8,065.87	8,000.00	1,298.66
LUNCH-MULTI C/R	NBT	MMKT	19,124.44	23,735.83	25,000.00	17,860.27
SPEC AID-MULTI C/R	NBT	MMKT	-	-	-	-
SPEC AID-MULTI C/R	JPM/CHASE	CHECK	3,371.95	62,262.18	65,000.00	634.13
SPEC AID-MULTI C/D	JPM/CHASE	CHECK	-	81,828.39	81,828.39	-
TRUST/CM SCHOL	NBT	MMKT	-	-	-	-
TRUST/CM SCHOL	JPM/CHASE	MMKT	75,223.71	3.17	-	75,226.88
EXTRA-CURR/CM	JPM/CHASE	MMKT	15,371.02	3,614.20	1,248.56	17,736.66
TOTAL CASH			10,601,877.90	30,544,386.78	31,489,762.20	9,656,502.48

**TOTAL CASH BY FUND:**

CAPITAL	7,892.60
GENERAL	9,535,564.47
SCHOOL LUNCH	19,447.74
SPECIAL AID	634.13
TRUST/AGENCY	75,226.88
EXTRA-CURRICULAR	17,736.66
<b>TOTAL</b>	<b>9,656,502.48</b>

**TOTAL CASH BY BANK:**

JPM/CHASE	9,539,322.61
NBT	117,179.87
<b>TOTAL</b>	<b>9,656,502.48</b>

**CHECKING RECONCILIATION:**

BANK BALANCE	OUTSTANDING CHECKS	ENDING BALANCE
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4,609,706.18	1,589,146.64	3,020,559.54
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18,197.31	460.65	17,736.66
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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

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

BOARD MEETING PRESENTATION  
 March 31, 2022

CHECKING ACCOUNT - NBT BANK		CLUB ACCOUNT BALANCES	
BALANCE: BEGINNING OF THE MONTH.	\$ 15,371.02	FUTURE FARMERS OF AMERICA	\$ 9,835.03
PLUS: RECEIPTS	\$ 3,614.20	SKILLS USA	\$ 5,462.07
LESS: EXPENDITURES	<u>\$ (1,248.56)</u>	P-TECH	2,439.56
BALANCE: END OF MONTH	<u>\$ 17,736.66</u>	SALES TAX	\$ -
BANK RECONCILIATION		ACCOUNT TOTALS, END OF MONTH	<u>\$ 17,736.66</u>
BALANCE PER BANK STATEMENT	\$ 18,197.31		
PLUS: DEPOSITS IN TRANSIT			
LESS: OUTSTANDING CHECKS	\$ (460.65)		
RECONCILED BALANCES	<u>\$ 17,736.66</u>		
CASH: END OF MONTH	<u>\$ 17,736.66</u>	CASH: END OF MONTH	<u>\$ 17,736.66</u>

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

*Carol Brisco*  
 TREASURER, EXTRA-CURRICULAR ACTIVITY FUND

RECONCILING ITEMS

DEPOSITS IN TRANSIT

DATE

AMOUNT

OUTSTANDING CHECKS

CHECK NUMBER

AMOUNT

1272	50.00
1280	60.65
1298	350.00

TOTAL

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TOTAL

\$ 460.65



# ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 03/31/2022

Fiscal Year: 2022

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
001 ADMINISTRATIVE COSER			3,786,150.05	46,770.31	3,832,920.36	1,682,826.82	2,103,323.23	0.00
002 CAPITAL/RENT EXPENDITURES			3,151,643.02	-10,973.77	3,140,669.25	2,198,468.59	942,200.66	0.00
101 OCCUPATIONAL EDUCATION			7,068,932.00	305,669.07	7,374,601.07	4,810,836.82	2,449,087.09	0.00
102 ADULT EDUCATION			37,130.00	0.00	37,130.00	25,991.00	11,139.00	0.00
103 SECONDARY OCC ED/MADISON BOCES			0.00	22,118.00	22,118.00	15,482.60	6,635.40	0.00
107 OCCUPATIONAL EDUCATION-HANDICAPPED			542,754.00	-73,153.80	469,600.20	336,440.08	133,160.12	0.00
109 OCC. ED./MADISON BOCES			0.00	19,108.00	19,108.00	11,942.50	7,165.50	0.00
201 8:1:2 PROGRAM			7,705,050.00	181,205.61	7,886,255.61	5,444,764.06	2,431,906.55	0.00
202 INTENSE MGMT NEEDS/MADISON BOCES			0.00	59,454.00	59,454.00	41,617.80	17,836.20	0.00
203 12:1:1 ADJUSTMENT PROGRAM			1,088,196.00	288,382.65	1,376,578.65	932,157.92	444,420.73	0.00
204 12:1:1 MILD/MODERATE PROGRAM			2,821,009.00	-322,715.81	2,498,293.19	1,761,461.85	735,831.34	0.00
205 SPECIAL CLASS: OPTION 2/MADISON BOCE			0.00	510,472.75	510,472.75	339,544.93	170,927.82	0.00
206 TRANSITIONAL PLNG & IMPLEMENTATION			378,329.00	224,083.53	602,412.53	393,987.75	208,424.78	0.00
209 12:1:4 DEV/MD PROGRAM			4,961,271.00	1,414,662.44	6,375,933.44	4,256,830.78	2,114,017.66	0.00
214 SPECIAL ED. OPTION III/MADISON BOCES			0.00	424,779.75	424,779.75	309,411.39	115,368.36	0.00
216 6:1:2 PROGRAM			2,193,436.00	346,491.93	2,539,927.93	1,723,283.67	804,032.09	1,009.79
221 6:1:1 HERKIMER BOCES			0.00	90,000.00	90,000.00	63,000.00	27,000.00	0.00
222 SPECIAL CLASS: OPTION 3/MADISON BOCE			0.00	273,068.70	273,068.70	178,798.49	94,270.21	0.00
225 ELEM IMN 6:1:2.5/MADISON			0.00	425,741.00	425,741.00	303,262.38	122,478.62	0.00
303 ART			167,427.40	0.00	167,427.40	117,199.18	50,228.22	0.00
305 GUIDANCE			248,027.00	38,158.00	286,185.00	199,693.54	86,491.46	0.00
306 TECHNOLOGY			75,352.20	0.00	75,352.20	52,746.54	22,605.66	0.00
308 PHYSICAL EDUCATION			40,922.00	0.00	40,922.00	28,645.40	12,276.60	0.00
310 NURSE PRACTITIONER			370,963.20	16,229.64	387,192.84	268,948.35	118,244.49	0.00
311 ADVANCED SOCIAL STUDIES			90,561.20	-90,561.20	0.00	0.00	0.00	0.00
312 SCHOOL PHYSICIAN			57,708.00	0.00	57,708.00	40,395.60	17,312.40	0.00
313 SCHOOL PSYCHOLOGIST			333,260.00	-116,792.92	216,467.08	150,964.91	65,427.17	0.00
314 SCHOOL SOCIAL WORKER			427,084.80	-86,232.57	340,852.23	227,333.68	113,518.55	0.00
315 SPEECH IMPROVEMENT			618,351.90	59,306.20	677,658.10	470,755.42	206,902.68	0.00
316 VISUALLY IMPAIRED			196,172.65	-94,701.70	101,470.95	74,093.09	27,377.86	0.00
317 COMPUTER INSTRUCTION			71,528.89	0.00	71,528.89	50,070.23	21,458.66	0.00
318 DEAF			254,786.40	-113,238.40	141,548.00	99,855.68	41,692.32	0.00
321 PHYS. THERAPY			156,304.20	-10,821.00	145,483.20	101,683.66	43,799.54	0.00
322 OCCUPATIONAL THERAPY			271,671.78	8,174.20	279,845.98	194,486.31	85,359.67	0.00
325 HOME ECONOMICS			224,796.00	-102,180.00	122,616.00	85,831.20	36,784.80	0.00
326 ENGLISH/SECOND LANG. INTSR.			607,968.00	62,725.27	670,693.27	441,726.75	228,937.95	0.00
332 CURRICULUM SUPERVISION COORDINATION			0.00	91,146.51	91,146.51	46,440.68	44,705.83	0.00
338 MUSIC TEACHER			249,006.80	-108,495.82	140,510.98	92,710.58	47,800.40	0.00
339 FRENCH			88,550.40	-88,550.40	0.00	0.00	0.00	0.00
340 TEACH. VISUALLY IMP/OTSEGO BOCES			0.00	0.00	0.00	282.64	0.00	-282.64

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

These are estimates to balance the budget

**ONEIDA HERKIMER MADISON BOCES**

Revenue Status Report As Of: 03/31/2022

Fiscal Year: 2022

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
345 SHARED BUSINESS OFFICIAL			0.00	29,144.00	29,144.00	12,268.35	16,522.65	0.00
346 AUDIOLOGY/OSWEGO BOCES			0.00	149,944.08	149,944.08	103,560.51	53,757.39	7,373.82
351 PHYS THERAPY/HERK. BOCES			0.00	0.00	0.00	1,707.50	0.00	1,707.50
355 General Supervision			121,678.00	-42,579.25	79,098.75	51,104.76	21,902.04	0.00
357 BILINGUAL/ESL ITINERANT MADISON BOCE			0.00	20,860.00	20,860.00	14,602.00	6,298.00	0.00
358 HEARING IMPAIRED SERVICES/MADISON BO			0.00	9,765.00	9,765.00	2,441.25	7,323.75	0.00
402 EXPLOR. ENRICHMENT/JEFF LEWIS BOCES			0.00	5,742.00	5,742.00	3,688.80	2,053.20	0.00
405 PERFORMING ARTS			65,125.50	157,682.31	222,807.81	103,538.26	118,142.38	0.00
408 ALTERNATIVE EDUCATION			5,805,693.00	174,562.04	5,980,255.04	4,120,376.56	1,842,705.94	0.00
410 HOSPITAL BASED/ONONDAGA BOCES			0.00	13,932.00	13,932.00	11,653.13	5,801.15	3,522.28
411 ALTERNATIVE H.S. EQUIV			69,192.00	-57,660.00	11,532.00	4,612.80	6,919.20	0.00
415 EXPLORATORY ENRICHMENT			3,347.64	0.00	3,347.64	2,343.36	1,004.28	0.00
417 GED - EA - MADISON BOCES			140,700.00	3,740.69	144,440.69	100,303.21	44,137.48	0.00
420 REGIONAL PROGRAM EXCELLENCE			137,550.00	14,078.74	151,628.74	102,564.00	43,956.00	0.00
424 EXPLORATORY ENRICHMENT/ROCKLAND BOCE			0.00	61,897.50	61,897.50	35,370.00	26,527.50	0.00
426 Distance Learning			0.00	55,702.00	55,702.00	34,884.55	20,817.45	0.00
428 SUMMER SCHOOL			661,180.00	56,134.72	717,314.72	440,480.18	273,319.64	0.00
438 DISTANCE LEARNING			3,347,920.58	-110,193.40	3,237,727.18	1,760,034.93	1,173,732.09	0.00
461 DISTANCE LEARNING/CAPITAL REGION BOC			0.00	0.00	0.00	4.17	0.00	4.17
479 DL SYNERGY VIRTUAL HS/CITI BOCES			0.00	362,250.00	362,250.00	161,648.93	200,601.07	0.00
502 EDUCATIONAL COMMUNICATIONS			1,011,326.77	43,336.49	1,054,663.26	622,161.10	277,402.18	1,004.80
504 TECHNICAL REPAIR SERVICE			788,684.19	112,883.00	901,567.19	518,033.19	245,355.76	0.00
505 PRINTING			1,242,969.00	-288,262.89	954,706.11	544,271.53	396,228.38	13,551.76
507 PRINTING/MADISON			0.00	1,262.59	1,262.59	721.48	541.11	0.00
509 SCH. CURR/CAYUGA BOCES			0.00	25,239.96	25,239.96	19,156.36	7,571.95	1,488.35
510 LEARNING TECHNOLOGY			2,676,591.58	2,316,748.83	4,993,340.41	2,901,197.13	1,060,987.42	0.00
511 SCH. CURR./CAPITAL REGION			0.00	3,113.25	3,113.25	2,349.43	933.97	170.15
514 MODEL SCHOOLS-MADISON BOCES			310,991.00	-22,028.00	288,963.00	202,274.10	86,688.90	0.00
515 COMMON LEARNING OBJ-MADISON BOCES			1,917,970.00	3,802,344.57	5,720,314.57	3,361,891.55	2,358,423.02	0.00
518 SCIENCE KITS			1,256,744.60	148,468.99	1,405,213.59	858,222.15	379,403.68	0.00
520 SCH CURR./MADISON BOCES			0.00	915.00	915.00	518.95	396.05	0.00
521 SCHOOL CURRICULUM IMPROVEMENT SERVIC			965,848.80	627,598.14	1,593,446.94	1,011,854.41	556,299.91	0.00
530 School/Curriculum Improvement Planni			0.00	351.45	351.45	237.19	175.72	0.00
538 MODEL SCHOOLS			292,127.35	-4,079.61	288,047.74	191,896.14	82,241.21	61.46
542 SCH CURR/JEFF-LEWIS BOCES			0.00	50.00	50.00	20.00	30.00	0.00
543 HRD/SFTWARE/OSWEGO BOCES			0.00	13,447.21	13,447.21	6,407.10	7,260.38	220.27
545 COMMUNITY SCHOOL RESOURCES			0.00	1,039,698.00	1,039,698.00	585,789.29	453,908.71	0.00
547 CDOS CREDENTIAL MGT SYS OSWEGO BOCES			0.00	2,814.31	2,814.31	2,165.91	880.59	242.19
555 SUPERINTENDENT EVAL/ERIE 2 BOCES			0.00	2,079.00	2,079.00	2,729.75	1,559.25	2,210.00
560 CPSE			136,320.00	187.98	136,507.98	95,424.00	40,896.00	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

Revenue Status Report As Of: 03/31/2022

Fiscal Year: 2022

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
565	School/Curriculum Improvement Planni		0.00	21,560.00	21,560.00	5,170.00	16,390.00	0.00
571	INSTRCTNL TECHNOLOGY/ORANGE-JULSTER B		0.00	1,212.20	1,212.20	692.68	519.52	0.00
574	SABA (SCHOOL AND BUSINESS ALLIANCE)		588,067.00	-297,233.63	290,833.37	187,448.80	80,335.20	0.00
575	VOCATIONAL ASSESSMENT		11,964.00	541.79	12,505.79	8,374.80	3,589.20	0.00
576	LIBRARY MEDIA SERVICE		733,430.06	71,325.95	804,756.01	529,346.25	227,735.69	0.00
578	LIBRARY AUTOMATION - MADISON BOCES		171,522.50	3,250.00	174,772.50	122,176.87	52,595.63	0.00
601	COMPUTER SERVICES - MADISON BOCES		5,752,354.00	6,369,240.28	12,121,594.28	7,535,720.35	4,585,873.93	0.00
602	NEGOTIATIONS - MADISON BOCES		388,172.00	-53,414.10	334,757.90	231,908.87	102,849.03	0.00
603	SCHOOL COMMUNICATIONS		463,191.62	45,543.12	508,734.74	332,475.01	151,450.69	305.39
604	CENTRAL BUSINESS OFFICE		330,657.76	4,720.68	335,378.44	221,490.03	102,628.98	0.00
607	STAFF DEVELOPMENT - BUS DRIVERS		12,325.00	0.00	12,325.00	8,627.50	3,697.50	0.00
609	PLANNING SER: MANAGEMENT OCM BOCES		55,720.00	-483.00	55,237.00	38,666.59	16,571.10	0.69
610	TELEPHONE INTERCONNECT		2,830,279.57	-1,612,799.19	1,217,480.38	580,826.69	265,969.80	0.00
611	REGIONAL BUS MAINTENANCE-MADISON BOC		188,242.00	-1,242.00	187,000.00	130,900.00	56,100.00	0.00
612	HEALTH COORDINATION/HERKIMER BOCES		11,977.00	282.00	12,259.00	8,581.30	3,677.70	0.00
613	FACILITY SERVICES		52,932.00	1,545.65	54,477.65	37,052.40	15,879.60	0.00
615	POLICY PLANNING ERIE I		11,094.00	614.60	11,708.60	8,196.02	3,512.58	0.00
616	EMPLOYEE ASSISTANCE PROGRAM		16,536.00	1,657.50	18,193.50	12,238.20	5,955.30	0.00
617	TEACHER RECRUITING SERVICE		0.00	8,488.21	8,488.21	4,747.52	3,740.69	0.00
618	EMPLOYEE BENEFIT COORDINATION		119,055.00	2,769.65	121,824.65	83,338.50	35,716.50	0.00
619	COOPERATIVE BIDDING-HERKIMER BOCES		23,949.00	1,551.00	25,500.00	17,850.00	7,650.00	0.00
620	SAFETY COORDINATOR		768,241.40	-103,467.27	664,774.13	536,695.47	190,910.35	108,830.50
621	COORDINATION OF INSURANCE MANAGEMENT		6,750.00	218.07	6,968.07	4,725.00	2,025.00	0.00
622	REGIONAL BUS RADIOS - MADISON BOCES		9,584.00	112.00	9,696.00	6,786.74	2,909.26	0.00
623	STATE AID PLANNING - QUESTAR III BOC		0.00	43,415.00	43,415.00	30,281.34	13,133.66	0.00
625	SUBSTITUTE TEACHER SERVICE		166,920.00	3,855.29	170,775.29	116,844.00	50,076.00	0.00
626	CENTRAL SCHOOL FOOD MANAGEMENT		625,955.00	21,568.72	647,513.72	438,168.50	187,786.50	0.00
627	RECORDS RETENTION		99,360.00	28,718.17	128,078.17	87,803.60	37,630.12	0.00
628	TELECOMMUNICATIONS		301,524.24	119,838.30	421,362.54	479,372.71	90,457.20	256,305.67
631	COOPERATIVE BID/MAD. BOCES		17,125.00	718.72	17,843.72	12,490.61	5,353.11	0.00
632	HEALTH CARE COORD./DELAWARE BOC		0.00	20,796.00	20,796.00	15,233.99	6,238.80	676.79
633	GASB 45 PLNG/QUESTAR III		24,752.00	0.00	24,752.00	17,326.40	7,425.60	0.00
634	STAFF DEV BD OF ED - HERKIMER BOCES		13,302.00	0.00	13,302.00	9,311.40	3,990.60	0.00
636	GASB 45 PLANNING/CLINTON-ESSEX		15,450.00	-11,460.00	3,990.00	2,793.00	1,197.00	0.00
637	FIXED ASSET INVENTORY/QUESTAR III		15,348.00	7,163.00	22,511.00	15,754.36	6,756.64	0.00
639	TRANSP./MADISON BOCES		11,359.00	992.00	12,351.00	5,128.25	7,222.75	0.00
640	DRUG TESTING/JEFF-LEWIS BOCES		20,704.00	147.00	20,851.00	14,467.14	6,383.86	0.00
641	ON-LINE APPL/PUTNAM BOCES		43,544.00	128.00	43,672.00	31,030.14	13,101.60	459.74
646	MEDICAID REIMBURSEMENT/MADISON BOCES		36,907.50	-275.34	36,632.16	26,055.39	10,576.77	0.00
649	ACA COMPLIANCE/MADISON BOCES		0.00	15,896.00	15,896.00	11,127.20	4,768.80	0.00

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

These are estimates to balance the budget

**ONEIDA HERKIMER MADISON BOCES**

Revenue Status Report As Of: 03/31/2022

Fiscal Year: 2022

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
650 TESTING - NYS ALT ADDMT-CAP REGION B			0.00	79,800.00	79,800.00	56,298.85	23,940.00	438.85
651 SCRIC/BROOME BOCES			49,625.00	-1,616.92	48,008.08	33,148.96	15,084.67	225.55
652 FACILITIES SVCS/MADISON BOCES			15,000.00	-15,000.00	0.00	0.00	0.00	0.00
655 SPECIAL ED AID ASSISTANCE SVC			0.00	23,640.00	23,640.00	16,548.00	7,092.00	0.00
656 EMPLOYEE RELATIONS/ONC BOCES			0.00	17,524.00	17,524.00	12,266.80	5,257.20	0.00
<b>Total GENERAL FUND</b>			<b>73,239,222.55</b>	<b>17,242,332.32</b>	<b>90,481,554.87</b>	<b>57,653,967.11</b>	<b>30,474,561.15</b>	<b>400,092.36</b>

**Selection Criteria**

Criteria Name: Shared: REV RPT FOR BD/MONTH Modified

As Of Date: 03/31/2022

Suppress revenue accounts with no activity

Print Summary Only

Sort by: Fund/CoSer

Printed by MICHELE M. NORTH

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

These are estimates to balance the budget

# ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 03/31/2022

Fiscal Year: 2022

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
001 ADMINISTRATIVE COSER		3,568,328.20	43,842.84	3,612,171.04	1,525,310.39	354,977.72	1,731,882.93
002 CAPITAL/RENT EXPENDITURES		3,151,643.02	-10,973.77	3,140,669.25	3,017,440.90	123,228.35	0.00
101 OCCUPATIONAL EDUCATION		5,169,524.77	225,289.15	5,394,813.92	3,173,960.23	1,628,558.55	592,295.14
103 SECONDARY OCC ED/MADISON BOCES		0.00	22,118.00	22,118.00	13,160.22	2,239.45	6,718.33
105 SUMMER COSMETOLOGY		14,280.00	1,644.78	15,924.78	15,924.78	0.00	0.00
107 OCCUPATIONAL EDUCATION-HANDICAPPED		722,572.00	29,022.59	751,594.59	405,401.43	254,217.35	91,975.81
109 OCC. ED./MADISON BOCES		0.00	19,108.00	19,108.00	10,509.40	2,149.66	6,448.94
201 8:1:2 PROGRAM		5,096,874.47	190,772.75	5,287,647.22	2,813,490.30	1,701,781.71	772,375.21
202 INTENSE MGMT NEEDS/MADISON BOCES		0.00	59,454.00	59,454.00	35,375.14	6,019.72	18,059.14
203 12:1:1 ADJUSTMENT PROGRAM		636,736.67	417,555.72	1,054,292.39	349,242.73	201,582.09	503,467.57
204 12:1:1 MILD/MODERATE PROGRAM		1,298,736.02	119,495.08	1,418,231.10	726,031.74	473,027.12	219,172.24
205 SPECIAL CLASS: OPTION 2/MADISON BOCES		0.00	510,472.75	510,472.75	289,441.65	55,257.87	165,773.23
206 TRANSITIONAL PLNG & IMPLEMENTATION		353,473.00	214,787.53	568,260.53	215,374.30	0.00	352,886.23
209 12:1:4 DEV/MD PROGRAM		3,263,241.22	556,863.04	3,820,104.26	1,625,722.02	1,050,755.45	1,143,626.79
214 SPECIAL ED. OPTION III/MADISON BOCES		0.00	424,779.75	424,779.75	260,005.30	41,193.62	123,580.83
216 6:1:2 PROGRAM		1,518,621.14	295,847.48	1,814,468.62	856,350.89	450,251.24	507,866.49
217 Staffing 1:8:1/HERKIMER BOCES		0.00	0.00	0.00	0.00	0.00	0.00
221 6:1:1 HERKIMER BOCES		0.00	90,000.00	90,000.00	36,000.00	0.00	54,000.00
222 SPECIAL CLASS: OPTION 3/MADISON BOCES		0.00	273,068.70	273,068.70	150,325.20	30,685.91	92,057.59
225 ELEM IMN 6:1:2:5/MADISON		0.00	425,741.00	425,741.00	266,045.11	39,923.99	119,771.90
226 Staffing 1:12:1		0.00	0.00	0.00	0.00	0.00	0.00
303 ART		255,112.20	-11,959.10	243,153.10	139,027.69	96,500.85	7,624.56
305 GUIDANCE		237,642.60	38,158.00	275,800.60	159,230.93	98,253.14	18,316.53
306 TECHNOLOGY		114,017.20	0.00	114,017.20	76,584.74	35,929.46	1,503.00
308 PHYSICAL EDUCATION		77,850.00	0.00	77,850.00	42,335.81	29,021.69	6,492.50
310 NURSE PRACTITIONER		402,955.20	16,229.64	419,184.84	252,246.23	132,626.23	34,312.38
311 ADVANCED SOCIAL STUDIES		128,078.20	-128,078.20	0.00	0.00	0.00	0.00
312 SCHOOL PHYSICIAN		63,534.00	0.00	63,534.00	44,473.80	19,060.20	0.00
313 SCHOOL PSYCHOLOGIST		502,635.40	-202,738.92	299,896.48	236,475.43	130,432.04	-67,010.99
314 SCHOOL SOCIAL WORKER		416,922.00	2,743.43	419,665.43	252,837.74	106,941.93	59,885.76
315 SPEECH IMPROVEMENT		596,384.90	59,306.20	655,691.10	381,635.28	212,561.61	61,494.21
316 VISUALLY IMPAIRED		190,581.05	-94,701.70	95,879.35	63,822.31	45,220.19	-13,163.15
317 COMPUTER INSTRUCTION		84,234.76	0.00	84,234.76	51,971.62	22,807.71	9,455.43
318 DEAF		246,798.40	-113,238.40	133,560.00	79,985.22	55,861.57	-2,286.79
321 PHYS. THERAPY		151,112.00	-10,821.00	140,291.00	87,343.74	50,077.04	2,870.22
322 OCCUPATIONAL THERAPY		260,388.73	8,174.20	268,562.93	167,190.91	96,176.32	5,195.70
325 HOME ECONOMICS		274,920.80	-79,678.50	195,242.30	127,232.48	69,295.92	-1,286.10
326 ENGLISH/SECOND LANG. INTSR.		665,219.70	81,724.27	746,943.97	417,979.21	255,584.56	73,380.20
332 CURRICULUM SUPERVISION COORDINATION		0.00	91,146.51	91,146.51	69,713.01	0.00	21,433.50
337 SPANISH		0.00	0.00	0.00	6,893.04	0.00	-6,893.04

**ONEIDA HERKIMER MADISON BOCES**

Budget Status Report As Of: 03/31/2022

Fiscal Year: 2022

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
338 MUSIC TEACHER		382,216.50	-108,495.82	273,720.68	155,415.82	89,402.81	28,902.05
339 FRENCH		85,355.20	-88,550.40	-3,195.20	0.00	0.00	-3,195.20
345 SHARED BUSINESS OFFICIAL		0.00	29,144.00	29,144.00	35,499.71	0.00	-6,355.71
346 AUDIOLOGY/OSWEGO BOCES		0.00	149,944.08	149,944.08	100,951.38	0.00	48,992.70
349 SPEECH/HERKIMER BOCES		0.00	0.00	0.00	0.00	0.00	0.00
350 OCC. THERAPY/HERK. BOCES		0.00	0.00	0.00	0.00	0.00	0.00
352 TEACH. AIDE 1:1/HERK. BOCES		0.00	0.00	0.00	0.00	0.00	0.00
355 General Supervision		116,678.00	-42,579.25	74,098.75	48,154.06	22,432.17	3,512.52
357 BILINGUAL/ESL ITINERANT MADISON BOCES		0.00	20,860.00	20,860.00	12,411.62	2,112.08	6,336.30
358 HEARING IMPAIRED SERVICES/MADISON BOCES		0.00	9,765.00	9,765.00	1,953.00	1,953.00	5,859.00
380 SHARED FACILITIES DIRECTOR		0.00	0.00	0.00	14,860.44	0.00	-14,860.44
402 EXPLOR. ENRICHMENT/JEFF LEWIS BOCES		0.00	5,742.00	5,742.00	5,742.00	0.00	0.00
405 PERFORMING ARTS		64,324.50	157,386.83	221,711.33	172,615.73	27,788.10	21,307.50
408 ALTERNATIVE EDUCATION		4,862,994.31	103,626.86	4,966,621.17	2,722,549.78	1,693,124.80	550,946.59
410 HOSPITAL BASED/ONONDAGA BOCES		0.00	13,932.00	13,932.00	9,828.00	0.00	4,104.00
411 ALTERNATIVE H.S. EQUIV		69,084.00	-57,660.00	11,424.00	33,484.56	22,751.01	-44,811.57
415 EXPLORATORY ENRICHMENT		3,347.64	0.00	3,347.64	0.00	0.00	3,347.64
417 GED - EA - MADISON BOCES		140,700.00	3,740.69	144,440.69	84,568.24	14,904.07	44,968.38
420 REGIONAL PROGRAM EXCELLENCE		126,709.00	13,990.60	140,699.60	89,200.44	40,177.05	11,322.11
424 EXPLORATORY ENRICHMENT/ROCKLAND BOCES		0.00	61,897.50	61,897.50	37,138.50	0.00	24,759.00
426 Distance Learning		0.00	55,702.00	55,702.00	29,763.58	6,164.40	19,774.02
428 SUMMER SCHOOL		627,696.00	55,505.43	683,201.43	677,860.35	20,449.33	-15,108.25
438 DISTANCE LEARNING		3,231,630.82	-94,759.77	3,136,871.05	1,498,300.56	714,897.40	923,673.09
479 DL SYNERGY VIRTUAL HS/CITI BOCES		0.00	362,250.00	362,250.00	207,879.05	0.00	154,370.95
502 EDUCATIONAL COMMUNICATIONS		967,520.00	43,336.49	1,010,856.49	545,287.87	177,667.77	287,900.85
504 TECHNICAL REPAIR SERVICE		1,112,123.34	115,618.98	1,227,742.32	568,584.35	270,484.94	388,673.03
505 PRINTING		1,251,571.99	-171,435.86	1,080,136.13	579,488.92	312,140.79	188,506.42
507 PRINTING/MADISON		0.00	1,262.59	1,262.59	1,262.59	0.00	0.00
509 SCH. CURR./CAYUGA BOCES		0.00	25,239.96	25,239.96	14,593.12	0.00	10,646.84
510 LEARNING TECHNOLOGY		2,586,780.19	2,407,390.35	4,994,170.54	2,763,802.36	828,544.21	1,401,823.97
511 SCH. CURR./CAPITAL REGION		0.00	3,113.25	3,113.25	3,113.25	0.00	0.00
514 MODEL SCHOOLS-MADISON BOCES		310,991.00	-22,028.00	288,963.00	171,933.00	29,257.59	87,772.41
515 COMMON LEARNING OBJ-MADISON BOCES		1,917,970.00	3,802,344.57	5,720,314.57	4,786,481.23	851,327.52	82,505.82
518 SCIENCE KITS		1,169,660.07	134,608.99	1,304,269.06	762,242.31	287,375.86	254,650.99
520 SCH CURR./MADISON BOCES		0.00	915.00	915.00	447.29	116.94	350.77
521 SCHOOL CURRICULUM IMPROVEMENT SERVICE		976,258.79	721,532.17	1,697,790.96	854,663.77	241,003.50	602,123.69
530 School/Curriculum Improvement Planning		0.00	351.45	351.45	351.45	0.00	0.00
538 MODEL SCHOOLS		274,602.73	131,860.11	406,462.84	260,000.81	97,848.00	48,614.03
542 SCH CURR./JEFF-LEWIS BOCES		0.00	50.00	50.00	50.00	0.00	0.00
543 HRD/SFTWARE/OSWEGO BOCES		0.00	13,447.21	13,447.21	13,447.21	0.00	0.00

**ONEIDA HERKIMER MADISON BOCES**

Budget Status Report As Of: 03/31/2022

Fiscal Year: 2022

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
545	COMMUNITY SCHOOL RESOURCES	0.00	1,009,400.00	1,009,400.00	625,613.35	358,199.99	25,586.66
547	CDOS CREDENTIAL MGT SYS OSWEGO BOCES	0.00	2,814.31	2,814.31	2,079.31	0.00	735.00
555	SUPERINTENDENT EVAL/ERIE 2 BOCES	0.00	2,079.00	2,079.00	519.75	0.00	1,559.25
560	CPSE	119,023.00	187.98	119,210.98	71,752.36	39,958.85	7,499.77
565	School/Curriculum Improvement Planning	0.00	21,560.00	21,560.00	5,170.00	0.00	16,390.00
571	INSTRCTNL TECHNOLOGY/ORANGE-ULSTER BOCES	0.00	1,212.20	1,212.20	1,212.20	0.00	0.00
574	SABA (SCHOOL AND BUSINESS ALLIANCE)	565,555.00	-297,725.07	267,829.93	220,043.49	99,254.48	-51,468.04
575	VOCATIONAL ASSESSMENT	29,185.00	-16,679.21	12,505.79	0.00	541.79	11,964.00
576	LIBRARY MEDIA SERVICE	703,485.38	70,845.95	774,331.33	520,763.44	115,381.35	138,186.54
578	LIBRARY AUTOMATION - MADISON BOCES	171,522.50	3,250.00	174,772.50	104,310.75	17,615.49	52,846.26
601	COMPUTER SERVICES - MADISON BOCES	5,752,354.00	6,369,240.28	12,121,594.28	8,793,979.71	844,840.67	2,482,773.90
602	NEGOTIATIONS - MADISON BOCES	388,172.00	-53,414.10	334,757.90	121,987.45	34,402.69	178,367.76
603	SCHOOL COMMUNICATIONS	662,393.24	42,244.61	704,637.85	415,991.32	189,520.42	99,126.11
604	CENTRAL BUSINESS OFFICE	315,465.76	4,034.44	319,500.20	205,363.11	80,482.25	33,654.84
607	STAFF DEVELOPMENT - BUS DRIVERS	12,325.00	0.00	12,325.00	4,870.00	275.00	7,180.00
609	PLANNING SER: MANAGEMENT OCM BOCES	55,720.00	-483.00	55,237.00	38,665.90	0.00	16,571.10
610	TELEPHONE INTERCONNECT	2,848,960.46	-1,612,799.19	1,236,161.27	539,973.50	288,168.97	408,018.80
611	REGIONAL BUS MAINTENANCE-MADISON BOCES	188,242.00	-1,242.00	187,000.00	111,265.00	18,933.75	56,801.25
612	HEALTH COORDINATION/HERKIMER BOCES	11,977.00	282.00	12,259.00	4,903.60	0.00	7,355.40
613	FACILITY SERVICES	113,396.00	1,545.65	114,941.65	53,243.59	20,731.13	40,966.93
615	POLICY PLANNING ERIE I	11,094.00	614.60	11,708.60	8,751.88	0.00	2,956.72
616	EMPLOYEE ASSISTANCE PROGRAM	22,611.00	1,666.50	24,277.50	15,228.00	4,568.36	4,481.14
617	TEACHER RECRUITING SERVICE	0.00	8,488.21	8,488.21	6,487.74	354.57	1,645.90
618	EMPLOYEE BENEFIT COORDINATION	182,931.00	2,249.37	185,180.37	81,060.41	21,526.74	82,593.22
619	COOPERATIVE BIDDING-HERKIMER BOCES	23,949.00	1,551.00	25,500.00	10,200.00	0.00	15,300.00
620	SAFETY COORDINATOR	874,987.81	-169,095.76	705,892.05	374,156.44	115,256.62	216,478.99
621	COORDINATION OF INSURANCE MANAGEMENT	8,048.00	195.24	8,243.24	0.00	218.07	8,025.17
622	REGIONAL BUS RADIOS - MADISON BOCES	9,584.00	112.00	9,696.00	5,769.12	981.76	2,945.12
623	STATE AID PLANNING - QUESTAR III BOCES	0.00	43,415.00	43,415.00	42,105.00	327.50	982.50
625	SUBSTITUTE TEACHER SERVICE	152,121.33	3,855.29	155,976.62	105,433.73	31,066.93	19,475.96
626	CENTRAL SCHOOL FOOD MANAGEMENT	659,809.00	20,603.78	680,412.78	406,668.55	134,879.12	138,865.11
627	RECORDS RETENTION	102,550.00	28,518.40	131,068.40	49,072.16	18,799.95	63,196.29
628	TELECOMMUNICATIONS	335,491.99	119,838.30	455,330.29	150,825.02	63,359.10	241,146.17
631	COOPERATIVE BID/MAD. BOCES	17,125.00	718.72	17,843.72	10,617.03	1,806.69	5,420.00
632	HEALTH CARE COORD./DELAWARE BOC	0.00	20,796.00	20,796.00	14,557.20	0.00	6,238.80
633	GASB 45 PLNG/QUESTAR III	24,752.00	0.00	24,752.00	14,851.20	2,475.20	7,425.60
634	STAFF DEV BD OF ED - HERKIMER BOCES	13,302.00	0.00	13,302.00	320.00	0.00	12,982.00
636	GASB 45 PLANNING/CLINTON-ESSEX	15,450.00	-11,460.00	3,990.00	2,660.00	332.52	997.48
637	FIXED ASSET INVENTORY/QUESTAR III	15,348.00	7,163.00	22,511.00	13,506.60	2,251.10	6,753.30
639	TRANSP./MADISON BOCES	11,359.00	992.00	12,351.00	4,371.66	1,994.86	5,984.48

**ONEIDA HERKIMER MADISON BOCES**

Budget Status Report As Of: 03/31/2022

Fiscal Year: 2022

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
640	DRUG TESTING/JEFF-LEWIS BOCES	20,704.00	147.00	20,851.00	15,057.00	0.00	5,794.00
641	ON-LINE APPL/PUTNAM BOCES	43,544.00	128.00	43,672.00	26,203.20	0.00	17,468.80
646	MEDICAID REIMBURSEMENT/MADISON BOCES	36,907.50	-275.34	36,632.16	20,924.67	3,926.90	11,780.59
649	ACA COMPLIANCE/MADISON BOCES	0.00	15,896.00	15,896.00	9,458.12	1,609.48	4,828.40
650	TESTING - NYS ALT ADDMT-CAP REGION BOCES	0.00	79,800.00	79,800.00	59,850.01	0.00	19,949.99
651	SCRIB/BROOME BOCES	49,625.00	-1,616.92	48,008.08	48,008.08	0.00	0.00
652	FACILITIES SVCS/MADISON BOCES	15,000.00	-15,000.00	0.00	0.00	0.00	0.00
655	SPECIAL ED AID ASSISTANCE SVC	0.00	23,640.00	23,640.00	14,184.00	2,364.00	7,092.00
656	EMPLOYEE RELATIONS/ONC BOCES	0.00	17,524.00	17,524.00	14,019.20	0.00	3,504.80
701	OPERATIONS & MAINTENANCE	2,759,193.00	0.00	2,759,193.00	2,230,005.61	492,573.73	36,613.66
702	SPECIAL EDUCATION ADMINISTRATION	922,557.81	-3,708.55	918,849.26	615,966.23	218,943.91	83,939.12
703	PROGRAM TRANSPORTATION	253,390.92	0.00	253,390.92	11,188.78	104,004.40	138,217.74
704	CENTRAL SUPERVISION	341,545.82	10,735.96	352,281.78	237,014.62	80,957.21	34,309.95
706	GENERAL ITINERANT SUPERVISION	240,689.30	-6,250.02	234,439.28	144,350.31	63,250.65	26,838.32
707	TRANSITION PLANNING SERVICE	72,095.00	0.00	72,095.00	32,255.68	21,147.84	18,691.48
708	TEACHING ASSISTANT	926,996.00	235,580.21	1,162,576.21	449,484.32	274,219.11	438,872.78
709	RESEARCH AND DEVELOPMENT	152,511.00	67,808.64	220,319.64	81,438.12	15,695.86	123,185.66
713	INFO & TECH SUPERVISION	535,524.55	-226,968.78	308,555.77	195,706.11	75,615.53	37,234.13
715	Speech Therapy - Related Service	865,089.20	-103,485.37	761,603.83	506,795.52	288,075.30	-33,266.99
716	Visually Impaired - Related Service	59,133.60	9,690.99	68,824.59	10,767.33	5,189.19	52,868.07
718	Hearing Impaired - Related Service	7,285.00	- 0.00	7,285.00	0.00	0.00	7,285.00
720	PHYSICAL THERAPY - RELATED SERVICE	168,312.60	38,260.67	206,573.27	115,753.68	60,530.20	30,289.39
721	School Social Worker	1,290,344.00	17,313.78	1,307,657.78	640,280.09	421,792.19	245,585.50
722	Occupational Therapy	319,853.05	32,331.72	352,184.77	196,883.84	101,630.15	53,670.78
<b>Total GENERAL FUND</b>		<b>73,239,222.55</b>	<b>17,242,332.32</b>	<b>90,481,554.87</b>	<b>54,539,941.36</b>	<b>18,364,155.17</b>	<b>17,577,458.34</b>



**ONEIDA HERKIMER MADISON BOCES**

Revenue Status Report As Of: 03/31/2022

Fiscal Year: 2022

Fund: C SCHOOL LUNCH FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date*	Anticipated Balance	Excess Revenue
791.000-1440-000	791.000	Sales of Type A Meals	1,338,784.00	0.00	1,338,784.00	162,076.90	1,176,707.10	
791.000-1445-000	791.000	Other Food Sales-Invoices	137,000.47	0.00	137,000.47	42,384.30	94,616.17	
791.000-2401-000	791.000	Interest & Profits on Dep	4,000.00	0.00	4,000.00	0.00	4,000.00	
791.000-2650-000	791.000	Sale of Scrap,Waste & Excess	0.00	0.00	0.00	0.00		
791.000-2770-000	791.000	Other Unclassified Revenue	15,000.00	0.00	15,000.00	34,365.61		19,365.61
791.000-3190-000	791.000	State Aid - Lunch Program	4,127,600.00	0.00	4,127,600.00	4,320,912.44		193,312.44
791.000-3190-001	791.000	Surplus Food/W/thouse/Inv	385,548.00	0.00	385,548.00	0.00	385,548.00	
<b>791.000 Service Subtotal</b>			<b>6,007,932.47</b>	<b>0.00</b>	<b>6,007,932.47</b>	<b>4,559,739.25</b>	<b>1,660,871.27</b>	<b>212,678.05</b>
<b>Total SCHOOL LUNCH FUND</b>			<b>6,007,932.47</b>	<b>0.00</b>	<b>6,007,932.47</b>	<b>4,559,739.25</b>	<b>1,660,871.27</b>	<b>212,678.05</b>

**Selection Criteria**

Criteria Name: Shared: LUNCH EOM RPT Modified  
As Of Date: 03/31/2022  
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: 03/31/2022

Fiscal Year: 2022

**Fund: C SCHOOL LUNCH FUND**

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
791-2860-160	SCHOOL LUNCH SALARY	2,096,570.00	0.00	2,096,570.00	1,362,007.91	0.00	734,562.09
791-2860-200	EQUIPMENT	8,000.00	-106.00	7,894.00	0.00	0.00	7,894.00
791-2860-301	SUPPLIES - FOOD	2,000,000.00	0.00	2,000,000.00	1,455,689.78	653,678.16	-109,367.94
791-2860-302	SUPPLIES - OTHER	95,000.00	0.00	95,000.00	101,312.65	34,457.96	-40,770.61
791-2860-303	SURPL FOOD/WRHOUSE/INV	380,000.00	0.00	380,000.00	0.00	0.00	380,000.00
791-2860-307	SUPPLIES - NO KID HUNGRY	9,500.00	0.00	9,500.00	9,352.10	0.00	147.90
791-2860-400	MISC CONTR	45,000.00	0.00	45,000.00	28,553.64	39,437.17	-22,990.81
791-2860-401	TRAVEL	3,300.00	0.00	3,300.00	0.00	0.00	3,300.00
791-2860-402	USE OF SCHOOL FACILITIES	628,902.00	0.00	628,902.00	0.00	0.00	628,902.00
791-2860-403	INSURANCE	1,100.00	0.00	1,100.00	0.00	0.00	1,100.00
791-2860-407	TRANSPORTATION - NO KID H	5,500.00	0.00	5,500.00	5,500.00	0.00	0.00
791-2860-440	CONSULTANT	0.00	106.00	106.00	105.60	0.00	0.40
791-2860-801	ERS	162,484.00	0.00	162,484.00	118,426.86	0.00	44,057.14
791-2860-802	FICA	160,388.00	0.00	160,388.00	101,439.51	0.00	58,948.49
791-2860-803	WK COMP	78,621.00	0.00	78,621.00	51,075.40	0.00	27,545.60
791-2860-804	HEALTH INS	333,567.47	0.00	333,567.47	224,281.86	193,884.01	-84,598.40
<b>791.000</b>	<b>SCHOOL LUNCH FUND - Service Subtotal</b>	<b>6,007,932.47</b>	<b>0.00</b>	<b>6,007,932.47</b>	<b>3,457,745.31</b>	<b>921,457.30</b>	<b>1,628,729.86</b>
<b>Total SCHOOL LUNCH FUND</b>		<b>6,007,932.47</b>	<b>0.00</b>	<b>6,007,932.47</b>	<b>3,457,745.31</b>	<b>921,457.30</b>	<b>1,628,729.86</b>

ONEIDA-HERKIMER-MADISON BOCES  
 BUDGET ADJUSTMENTS  
 March 2022 Report for May Meeting

Description	2021-2022		07/31/21		08/01/21		09/01/21		10/01/21		11/01/21		12/01/21		01/01/22		02/01/22		03/01/22		Net Changes	Revised Budget
	Adopted Budget	Adjustments per Contracts	Contract Totals	Changes	Contract Totals	Changes	Contract Totals	Changes	Contract Totals	Changes	Contract Totals	Changes	Contract Totals	Changes	Contract Totals	Changes	Contract Totals	Changes	Contract Totals	Changes		
<b>A000 ADMINISTRATION</b>																						
A001 Administration	3,786,150	46,770	3,832,920																		-	3,832,920
A002 Rent & Capital Bud gets	3,151,643		3,151,643	(10,974)																	(10,974)	3,140,669
<b>A000 ADMINISTRATION TOTAL</b>	<b>6,937,793</b>	<b>46,770</b>	<b>6,984,563</b>	<b>(10,974)</b>																	<b>(10,974)</b>	<b>6,973,590</b>
<b>A100 VOCATIONAL EDUCATION</b>																						
A101 Occupational Education	7,068,932	114,677	7,183,609	48																	190,992	7,374,601
A102 Adult Education	37,130		37,130																		-	37,130
A103 Secondary Occ Ed /Madison BOCES		22,118	22,118																		-	22,118
A107 Multi. Occupational Education	542,754	(7,866)	534,888																		(65,288)	469,600
A109 Occup. Ed./Madison BOCES		9,554	9,554																		9,554	19,108
<b>A100 VOCATIONAL EDUCATION TOTAL</b>	<b>7,648,816</b>	<b>138,483</b>	<b>7,787,299</b>	<b>48</b>																	<b>135,258</b>	<b>7,922,557</b>
<b>A200 SPECIAL EDUCATION</b>																						
A201 Special Class 8:1:1	7,705,050	(41,919)	7,663,131																		223,125	7,886,256
A202 Intense Mang. Needs /Madison BOCES		59,454	59,454																		-	59,454
A203 Adjustment	1,088,196	47,305	1,135,501																		(6,056)	1,376,579
A204 12:1:1	2,821,009	(59,158)	2,761,851																		(6,288)	2,498,293
A205 Option II /Madison BOCES		429,498	429,498																		(38,305)	2,498,293
A206 Transition Services	378,329	6,989	385,318	11,688																	8,245	510,473
A209 Severely Handicapped	4,961,271	(41,515)	4,919,757																		217,095	602,413
A214 Scndry Int.Mgt.Needs/Madison BOCES		674,980	674,980																		7,661	6,375,933
A216 Spec.Ed./1:6:1	2,193,436	86,984	2,280,420																		(220,239)	424,780
A217 Staffing 8:1:1/Herkimer BOCES				21,518																	196,547	259,508
A221 Staffing 6:1:1/Herkimer BOCES				90,000																	57,337	2,539,928
A222 Autism Program/Madison BOCES		295,643	295,643																		-	90,000
A224 Life Skills 12:1:3/Herkimer BOCES																					137	273,069
A225 Elementary IMV/Madison BOCES		397,593	397,593																		(43,604)	273,069
A226 Staffing 1:12:1/Herkimer BOCES				27,930																	86,187	425,741
<b>A200 SPECIAL EDUCATION TOTAL</b>	<b>19,147,291</b>	<b>1,855,853</b>	<b>21,003,144</b>	<b>151,135</b>																	<b>2,059,773</b>	<b>23,062,918</b>

Description	2021-2022		Adjustments		07/31/21		08/01/21		09/01/21		10/01/21		11/01/21		12/01/21		01/01/22		02/01/22		03/01/22		Net	Revised		
	Adopted	Budget	per	Contracts	Contract	Totals	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes			Changes	Budget
<b>A300 ITINERANTS</b>																										
A303 Art	167,427				167,427																				167,427	
A305 Guidance	248,027		19,079		267,106		19,079																	19,079	286,185	
A306 Technology	75,352				75,352																				75,352	
A308 Physical Education	40,922				40,922																				40,922	
A310 Nurse Practitioner	370,963				370,963						16,230													16,230	387,193	
A311 Advanced Social Studies	90,561		(90,561)		-																				-	
A312 School Physician	57,708				57,708																				57,708	
A313 School Psychologist	333,260		(61,315)		271,945		(78,930)				51,882							(28,941)				512		(55,478)	216,467	
A314 School Social Worker	427,085		(71,181)		355,904		(71,181)				56,055											74		(15,052)	340,852	
A315 Speech Impaired	618,352		31,537		649,889		10,512				16,057											1,200		27,769	677,658	
A316 Visually Impaired	196,173		(84,797)		111,375						537											(10,441)		(9,904)	101,471	
A317 Computer Instruction	71,529				71,529																				71,529	
A318 Hearing Impaired	254,786		(64,340)		190,446		(48,898)																		(48,898)	141,548
A321 Physical Therapy	156,304				156,304		(12,023)				1,202														(10,821)	145,483
A322 Occupational Therapy	271,672				271,672		7,213				962														8,174	279,846
A325 Home Economics	224,796		(20,436)	29	204,360		(81,744)																		(81,744)	122,616
A326 English/Second Language	607,968				607,968						9,959											6,657		58,996	670,693	
A332 Curriculum Supervision	249,007		32,150		32,150		3,248		(4,438)		8,011											18,619		62,697	91,147	
A337 Spanish	34,162		34,162		34,162						(34,162)														(34,162)	-
A338 Music Teacher	249,007				249,007						24,901														(108,496)	140,511
A339 French	88,550		(44,275)		44,275																				(44,275)	-
A340 Visually Imp/Onsego BOCES																										-
A345 Shared Business Official	353		353		353		3,573		3,573																28,791	29,144
A346 Audiology/Oswego BOCES	120,497		120,497		120,497						350											786			29,447	149,944
A349 Speech/Herkimer BOCES							14,421				(14,421)														-	-
A350 Therapy/Herkimer BOCES							4,059				(4,059)														-	-
A352 TA 1:1/Herkimer BOCES							30,800				(30,800)														-	-
A355 General Supervision	121,678		6,092		127,770		(48,671)																		(48,671)	79,099
A357 Bilingual/ESL Itinerant/Madison BOCES	20,860		20,860		20,860																				-	20,860
A358 Hearing Impaired Services/Madison BOCES																										-
<b>A300 ITINERANTS TOTAL</b>	<b>4,672,121</b>		<b>(172,147)</b>		<b>4,499,974</b>		<b>7,430</b>		<b>(865)</b>		<b>122,008</b>		<b>(415,521)</b>		<b>10,309</b>		<b>122,008</b>		<b>31,149</b>		<b>(2,998)</b>		<b>51,934</b>		<b>(196,554)</b>	<b>4,303,420</b>

9,765





Description	2021-2022		Adjustments		07/31/21		08/01/21		09/01/21		10/01/21		11/01/21		12/01/21		01/01/22		02/01/22		03/01/22		Net	Revised
	Adopted	Budget	per	Contracts	Contract	Totals	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes		
A634 Staff Dev./Board./Herkimer BOCES	13,302				13,302																			13,302
A636 GASB 45/Clinton-Essex Boces	15,450		(11,460)		3,990																			3,990
A637 Fixed Assets/Questar III BOCES	15,348		7,063		22,411				100													100		22,511
A639 Transp./Madison BOCES	11,359		(6,947)		4,412				(2,891)													4,933		12,351
A640 Drug Testing/Leff-Lewis BOCES	20,704		(853)		19,851																	1,000		20,851
A641 On-Line Application/Putnam BOCES	43,544		128		43,672																			43,672
A646 Medicaid Reimburs./Madison BOCES	36,908		1,830		38,738				(723)															36,632
A649 ACA Compliance/Madison BOCES			15,896		15,896																			15,896
A650 Testing-NYS Alt-Adm/Cap Region BOCES			79,800		79,800																			79,800
A651 SCRIP/Broome BOCES	49,625		(10,714)		38,911						9,097													48,008
A652 Facilities Svcs/Madison BOCES	15,000		(5,000)		10,000																			-
A655 Special Ed Aid Assistance Svc/Questar III BOCES			23,640		23,640																			23,640
A655 Employee Relations/QNC BOCES			17,524		17,524																			17,524
<b>A600 NON-INSTRUCTIONAL SERVICES TOTAL</b>	<b>12,497,936</b>		<b>2,110,486</b>		<b>14,608,422</b>		<b>72,365</b>	<b>1,234,001</b>	<b>1,185,106</b>	<b>519,667</b>	<b>177,979</b>	<b>11,639</b>	<b>130,346</b>	<b>260,923</b>	<b>1,485</b>	<b>1,736,287</b>	<b>2,910,689</b>	<b>17,519,111</b>						
<b>A700 INTERNAL</b>																								
A701 Operations and Maintenance																								
A713 Infor and Technology Supervision																								
<b>A700 INTERNAL</b>																								
<b>TOTALS</b>	<b>73,239,223</b>		<b>4,514,456</b>		<b>77,753,678</b>		<b>1,234,001</b>	<b>1,185,106</b>	<b>519,667</b>	<b>177,979</b>	<b>11,639</b>	<b>130,346</b>	<b>260,923</b>	<b>1,485</b>	<b>1,736,287</b>	<b>2,910,689</b>	<b>17,519,111</b>							

**MONTHLY ADJUSTMENTS OVER 10% OF BUDGET**

A222 Autism Program/Madison BOCES	(10,441)																							
A225 Elementary IMN/Madison BOCES																								
A332 Curriculum Supervision																								
A345 Shared Business Official																								
A405 Performing Arts																								
A438 Distance Learning																								
A505 Printing Services																								
A515 Com Objective/Madison BOCES																								
A601 Computer Services/Madison BOCES																								
A620 Safety/Asbestos/Struct/Fire Inspections																								
A639 Transp./Madison BOCES																								
<b>TOTALS</b>	<b>73,239,223</b>		<b>4,514,456</b>		<b>77,753,678</b>		<b>1,234,001</b>	<b>1,185,106</b>	<b>519,667</b>	<b>177,979</b>	<b>11,639</b>	<b>130,346</b>	<b>260,923</b>	<b>1,485</b>	<b>1,736,287</b>	<b>2,910,689</b>	<b>17,519,111</b>							

**C. PERSONNEL REPORT**

**a. RETIREMENTS**

**1. Teaching/Certified Staff**

			Hire Date	Retire Date
1.	ANN BOHLING	TEACHER OF ENGLISH	09/01/1999	06/30/2022
2.	DIANE DILLABOUGH	OCCUPATIONAL THERAPY ASSISTANT	01/14/1997	06/30/2022
3.	JENNIFER A. HERON	TEACHER OF SCIENCE	09/01/2002	06/30/2022
4.	HARRY KELLENBERGER	TEACHER ASSISTANT	02/02/2009	06/30/2022

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

			Hire Date	Retire Date
1.	COLLEEN FITCH	FOOD SERVICE HELPER	08/01/2003	06/17/2022
2.	MARY E. PETERS	ASSISTANT COOK	09/16/1999	06/30/2022

**b. RESIGNATIONS**

**1. Teaching/Certified Staff**

			Hire Date	Resign Date
1.	CODY A. HART	TEACHER ASSISTANT	02/14/2022	04/22/2022
2.	DIANA L. JACKSON	TEACHER ASSISTANT	04/04/2016	04/29/2022
3.	SHARON E. MCGUIRE	TEACHER OF MUSIC	11/29/2021	04/20/2022
4.	FRANCIS G. WILLIAMS	TEACHER ASSISTANT	09/23/2016	04/18/2022

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

			Hire Date	Resign Date
1.	MATTHEW W. DOOLEN	ASSISTANT COOK	04/02/2019	03/25/2022
2.	BRITTANY E. FIORENZA-HOUSE	OFFICE SPECIALIST I	01/03/2022	04/15/2022
3.	GABRIELLA A. PLADOCOSTANTE	LABORER	12/18/2019	04/01/2022
4.	LUKE M. STAYTON	LABORER - HOURLY	06/14/2021	04/20/2022
5.	MADELINE E. WALTERS	LABORER - HOURLY	07/01/2021	04/19/2022
6.	ANDREW D. ZOGBY	CENTRAL STORES CLERK	01/18/2021	04/22/2022

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

**1. Teaching/Certified Staff**

			Start Date	End Date
1.	BAILEY A. BACH	TEACHER ASSISTANT	04/01/2022	06/30/2022



2.	BETHANI A. BURNS	TEACHER ASSISTANT	Start Date	End Date
			05/27/2022	TBD

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

1.	KEITH J. MOTTLEY	COMPUTER OPERATOR	Start Date	End Date
			05/15/2022	TBD

**d. APPOINTMENTS**

**1. Teaching/Certified Staff**

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

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

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

1. Recommend that **MELISSA G. CALDWELL** be appointed as a **SCHOOL SOCIAL WORKER** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Middle Settlement Academy for a four year probationary appointment in the School Social Worker tenure area, commencing May 16, 2022 and ending May 15, 2026 at an annual salary rate of \$55,861.00, prorated.
  
2. Recommend that **STEPHANIE G. STUTTARD** be appointed as a **TEACHER ASSISTANT** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, at Perry Jr. High for a four year probationary appointment in the Teaching Assistant tenure area, commencing April 27, 2022 and ending April 26, 2026 at an annual salary rate of \$17,651.00, prorated.
  
3. Recommend that **FRANCIS G. WILLIAMS** be appointed as a **ATTENDANCE TEACHER** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Middle Settlement Academy and Camden Central School for a four year probationary appointment in the Attendance Teacher tenure area, commencing April 19, 2022 and ending April 18, 2026 at an annual salary rate of \$45,851.00, prorated.

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

1. Recommend that **MARIESSA DUNDON** be appointed as a **SCHOOL SOCIAL WORKER** in INSTRUCTIONAL PROGRAMS AND PROFF LEARNING, Middle Settlement Academy/STEPS, for a short-term substitute appointment commencing April 19, 2022 and ending June 30, 2022 at an annual salary rate of \$46,445.00, prorated.
  
2. Recommend that **ELINOR T. HADITY** be appointed as a **TEACHER OF MUSIC** in INSTRUCTIONAL PROGRAMS & PROFF LEARNING, Sauquoit Valley and Middle Settlement Academy, for a short-term substitute appointment commencing May 02, 2022 and ending May 27, 2022 at an annual salary rate of \$43,214.00, prorated.

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

1. Recommend that **BAILEY A. BACH** be appointed as a **TEACHER OF SPECIAL EDUCATION** in **INSTRUCTIONAL PROGRAMS & PROFF LEARNING**, at the Center, for a long-term substitute appointment commencing April 01, 2022 and ending June 30, 2022 at an annual salary rate of \$45,267.00, prorated.

**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.

			Tenure Date
1.	RENEE M. ANDRE	Art	09/01/2022
2.	BRIANA M. CARMAN	Prog. for Speech & Hearing Handicapped	09/01/2022
3.	CHARMAINE B. DONATO	Teaching Assistant	09/01/2022
4.	SAMUEL A. HEALY	Mathematics	09/01/2022
5.	JENNIFER A. HERON	Science	09/01/2022
6.	JULIANNE M. LARAMIE-NORDSTROM	Teaching Assistant	09/01/2022
7.	PHYLLIS LARK	Teaching Assistant	09/01/2022
8.	ELIZABETH A. MORAT	Child Care	09/01/2022
9.	KRISTIN L. REESE	Teacher of Special Education	09/01/2022
10.	TIMOTHY ROWLAND	Supervisor Special Education	09/01/2022

			Tenure Date
11.	ERICA K. SHAW	Prog. for Speech & Hearing Handicapped	09/01/2022
12.	PATRICIA A. WILLIAMS	Teaching Assistant	09/01/2022
13.	CASSIE WRIGHT	Teacher of Special Education	09/01/2022

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

- Approval for 20 new summer Laborer positions for Information and Technology

### a. **RECOMMENDATION FOR A SECOND PROVISIONAL APPOINTMENT**

1. **MELISSA M. YOUNGHANZ** was previously appointed to a provisional appointment as an **OFFICE SPECIALIST I** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Middle Settlement Academy commencing January 3, 2022. **MELISSA M. YOUNGHANZ** is being recommended to a 2nd provisional appointment by her immediate supervisor effective May 13, 2022. **MELISSA M. YOUNGHANZ** recently took the civil service exam, but did not receive a passing score. After canvassing individuals on the list, it has been deemed non-mandatory (less than 3 names) and it is now possible for **MELISSA M. YOUNGHANZ** to receive a 2nd provisional appointment, with the understanding that the next civil service exam for this title will need to be taken and passed.

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

1. Recommend that **KEITH J. MOTTLEY** be appointed to a probationary appointment as a **NETWORK ADMINISTRATOR II** in SUPPORT SERVICES, Information and Technology, commencing May 16, 2022 at an annual salary rate of \$47,500.00, prorated.

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

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

1. Recommend that **TAMIKA J. CLARKE** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Lunch Program, commencing April 28, 2022 at an hourly salary rate of \$13.20.

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

2. Recommend that **JORDAN D. CRAFT** be appointed to a part-time appointment as a **LABORER** in SUPPORT SERVICES, School Lunch Program commencing April 06, 2022 at an hourly salary rate of \$13.20.

**JORDAN D. CRAFT** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **LABORER**.

3. Recommend that **ELIJAH NEFF** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Lunch Program commencing April 01, 2022 at an hourly salary rate of \$13.20.

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

4. Recommend that **TARA E. WHITE** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Lunch Program, commencing April 01, 2022 at an hourly salary rate of \$13.20.

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

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

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

			Perm. Date
1.	KIMBERLY A. HIBBARD	ASSISTANT BUSINESS MANAGER	10/29/2021

**MEMORANDUM**

VII D. 2.  
Approval of Policy 4206, 5002, 5300, 5304  
(first reading)  
April 20, 2022

**TO:** Cooperative Board

**FROM:** Patricia N. Kilburn, Ed.D. 

**DATE:** April 2022

**SUBJECT:** Board Policies

**PREPARED BY:** Joanna Keeler

**Background**

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

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

**Discussion**

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

**Recommendations**

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

**4000 Fiscal Management**

4206 Tax Exempt Bonds

**5000 SUPPORT OPERATIONS**

5002 Safety Conditions

5300 Internet Safety

5304 Information Security Breach Policy

**Resolution**

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

**4000 Fiscal Management**

4206 Tax Exempt Bonds

**5000 SUPPORT OPERATIONS**

5002 Safety Conditions  
5300 Internet Safety  
5304 Information Security Breach Policy



## TAX EXEMPT BONDS – POST ISSUANCE COMPLIANCE

### I. Statement of Policy

From time to time, the OHM BOCES finances its capital projects or operation by issuing tax-exempt Bonds, as defined more fully in Section II of this Policy. It is the Policy of the OHM BOCES to comply fully with the legal requirements for maintaining the tax-exempt status of the bonds and the interest paid on Bond proceeds after the issuance of the Bonds. The purpose of this Policy is to establish standards of conduct that maximize the likelihood that OHM BOCES - issued Bonds will retain their tax-exempt or tax-advantaged status under the applicable federal law and rules, including the Internal Revenue Code of 1986, as amended and applicable regulations.

### II. Definitions

“Applicable Federal Law” means the Code and related Treasury Regulations.

“Arbitrage” means earnings from the investment of Bond proceeds in excess of the amount that would have been earned had the funds been invested at the Bond yield, adjusted for certain expenses.

“Bond” or “Bonds” means all bonds, notes, installment purchase agreements, and other tax-exempt or tax-advantaged debt obligations that are issued by or on behalf of the OHM BOCES.

“Code” means the Internal Revenue Code of 1986, as amended.

“Issuer” means the OHM BOCES.

“Private Business Use” has the meaning given in the Code, including but not limited to the use of Bond-financed assets by third parties pursuant to leases, management or service agreements that do not meet compliance requirements, any “naming rights” agreement, any “public-private partnership” arrangement, and any other arrangement that allows a third party to use or otherwise benefit from Bond-financed property.

“Tax Certificate” means the arbitrage and tax compliance certificate signed by the Board of Cooperative Educational Services at the closing of a Bond issuance in which the OHM BOCES makes representations, warranties, and covenants relating to the expected use of Bond proceeds and the tax eligibility of the financed projects.

## FISCAL MANAGEMENT

TAX EXEMPT BONDS – POST ISSUANCE COMPLIANCE

“Treasury Regulations” means the regulations applicable to tax-exempt bonds promulgated by the Internal Revenue Service pursuant to the Code.

## III. Assignment of Responsibility

- A. The Board of Cooperative Educational Services has the final responsibility for monitoring whether the OHM BOCES is in compliance with post-issuance requirements for the OHM BOCES’ tax-exempt Bonds. However, the OHM BOCES’ Assistant Superintendent for Administrative Services, under the supervision of the District Superintendent, (“the Bond Compliance Monitor”) shall have the primary operating responsibility to monitor the OHM BOCES’ compliance with those requirements and to recommend to the Board of Cooperative Educational Services actions necessary to comply with this Policy and applicable laws and regulations.
- B. The Bond Compliance Monitor shall insure that this Policy is communicated to all OHM BOCES officers and staff with responsibility or control over any aspect of the issuance by the OHM BOCES of tax-exempt Bonds, the investment or expenditure of Bond proceeds, or the use of Bond-financed assets, including those who manage, direct, or influence the following:
1. the pre-issuance process and decision-making, including identification of eligible projects;
  2. the expenditure of Bond proceeds and OHM BOCES funds for project costs;
  3. the investment of Bond proceeds and other OHM BOCES funds;
  4. the use of all facilities and other assets financed or refinanced by Bonds, including use by the OHM BOCES or third parties pursuant to leases, management agreements, service agreements, fee-for-use, or other arrangements;
  5. the sale or other disposition of any facilities or other assets financed or refinanced by Bonds;
  6. the creation and retention of documentation relating to expenditure of Bond proceeds, the use and disposition of Bond-financed assets, Arbitrage and tax return filings; and

## FISCAL MANAGEMENT

TAX EXEMPT BONDS – POST ISSUANCE COMPLIANCE

7. the recording and reporting of financial transactions related to Bonds.

- C. The Bond Compliance Monitor and other responsible staff of the OHM BOCES should receive education and training regarding the tax compliance requirements relating to tax-exempt Bonds and are authorized to attend relevant educational seminars or programs, with the prior approval of the District Superintendent. A record shall be kept of all such education or training received by the Bond Compliance Monitor and other responsible OHM BOCES staff.

## IV. Expenditure and Use of Bond Proceeds

## A. Expenditure of Bond Proceeds

1. Bond proceeds, including investment earnings thereon, shall be disbursed only for project costs, capitalized interest (i.e., interest payments during project construction), Bond issuance costs and other purposes expressly allowed under the Bond documents and authorizing bond ordinances. All Bond-financed property must be owned by the OHM BOCES.
2. If the OHM BOCES intends to reimburse itself from Bond proceeds for project costs paid prior to issuance of the Bonds, the OHM BOCES shall adopt a declaration of official intent to reimburse project costs that meets the requirements of Applicable Federal Law after consultation with nationally recognized bond counsel.

## B. Final Allocation of Bond Proceeds

Promptly after the final expenditure of Bond proceeds, the Bond Compliance Monitor shall prepare a written report documenting the allocation of Bond proceeds (including interest earnings thereon) and other OHM BOCES funds to project expenditures (the "Final Allocation"). In all cases, the Final Allocation shall be completed within 18 months after the later of the date Bond proceeds are expended or the date the project is placed in service, but not later than five (5) years after the Bonds were issued. The Bond Compliance Monitor is authorized to consult with nationally recognized bond counsel in connection with the Final Allocation of Bond proceeds.

TAX EXEMPT BONDS – POST ISSUANCE COMPLIANCE

## C. Private Business Use of Bond-Financed Property

1. No more than ten percent (10%) of Bond proceeds may be used for Private Business Use and such use may occur only in accordance with the Tax Certificate and Applicable Federal Law.
2. Prior approval of the Bond Compliance Monitor is required for the following uses of Bond-financed property: use by third parties for trade or business activities, including leases, licenses, fee-for-use permits under the Community Use of OHM BOCES Facilities Policy, or other arrangements; management or service contracts under which the compensation of the manager or service provider is based on income from operation of the facility; and any other use that could potentially be considered Private Business Use under Applicable Federal Law.
3. The Bond Compliance Monitor shall annually review all uses of Bond financed property and determine the percentage of Private Business Use of Bond-financed property, and shall report this percentage to the Board.
4. The Bond Compliance Monitor shall maintain a record of all Bond financed property, including the amount of Bond proceeds allocated to each asset, which shall be based on the Final Allocation of Bond proceeds described above. The Bond Compliance Monitor shall maintain records of all Private Business Use, if any, of Bond-financed property, including copies of the pertinent leases, contracts or other documentation, and the related determination that any Private Business Use is within permissible limits under Applicable Federal Law.

## D. Change of Use of Bond-Financed Property

Any significant change in the use of Bond-financed property must be reported to the Bond Compliance Monitor prior to implementation. The Bond Compliance Monitor shall determine whether the proposed new use may constitute Private Business Use. If the use may be Private Business Use, the Bond Compliance Monitor shall consult with bond counsel for tax advice on whether that use or arrangement, if put into effect, will be consistent with the restrictions on Private Business Use and, if not, whether any "remedial action" permitted under the Code may be taken by the OHM BOCES as a means of enabling that use.

## FISCAL MANAGEMENT

TAX EXEMPT BONDS – POST ISSUANCE COMPLIANCE

## E. Sale or Disposition of Bond-Financed Property

Any sale or other disposition of Bond-financed property must be reported to the Bond Compliance Monitor prior to execution of any agreement of sale or other agreement of disposition. The Bond Compliance Monitor shall determine whether the Bond-financed property has any remaining useful life in accordance with the Tax Certificate and Applicable Federal Law, and if so, consult with nationally recognized bond counsel as to the requirements of Applicable Federal Law applicable to the sale or other disposition and the appropriate "remedial action" permitted by the Code that must be undertaken by the Board of Cooperative Educational Services as a result of the potential sale or other disposition of the Bond-financed property.

## V. Investment, Arbitrage and Rebate

## A. Investment

Prior to expenditure for project costs, Bond proceeds shall be invested in compliance with the Local Finance Law, Applicable Federal Law and the Tax Certificate, and the OHM BOCES' Investment Policy (Policy No. 4300). The OHM BOCES will invest Bond proceeds at a yield in excess of the Bond yield only during the applicable "temporary period" (as defined in the Code and the Treasury Regulations), and shall provide for yield restriction on the investment of such proceeds after the applicable temporary period. The OHM BOCES shall ensure that investments acquired with proceeds of an issue are purchased at "fair market value," as defined in Treasury Regulations.

## B. Arbitrage and Rebate

The Bond Compliance Monitor shall determine whether the Bonds are eligible for an Arbitrage rebate exception. If the Bonds are not exempt from Arbitrage rebate, the Bond Compliance Monitor shall compute the amount of Arbitrage earnings, and make all required rebate payments to the IRS, on each computation date required by Applicable Federal Law. The Bond Compliance Monitor is authorized to retain an arbitrage rebate service provider to prepare arbitrage rebate calculations.

## VI. Reissuance

Before modifying any Bond terms, the OHM BOCES shall consult with nationally recognized bond counsel to determine whether the proposed modification could potentially be treated as a "reissuance" of those Bonds for federal income tax purposes.

## FISCAL MANAGEMENT

TAX EXEMPT BONDS – POST ISSUANCE COMPLIANCE

## VII. Continuing Disclosure

If the OHM BOCES is subject to one or more Continuing Disclosure Undertakings as set forth in a bond resolution or separate continuing disclosure agreement, in order to comply with Rule 15c2-12 of the Securities and Exchange Commission, the Bond Compliance Monitor shall maintain records that includes a copy of each such Continuing Disclosure Undertaking and shall ensure that the information required to be disclosed is disclosed in a timely fashion.

## VIII. Filing of Returns

The OHM BOCES will work with nationally recognized bond counsel to prepare and file any returns with the IRS relating to Arbitrage rebate in a timely manner. The OHM BOCES will confirm with bond counsel that the information report required to be filed upon issuance of Bonds (e.g., Form 8038) was filed with the IRS on a timely basis.

## IX. Corrective Actions

Upon discovering any violation of Applicable Federal Law including, but not limited to, excess Private Business Use, violation of Arbitrage restrictions or sale of Bond-financed assets, the Bond Compliance Monitor shall promptly consult with legal counsel to determine appropriate remedial action to correct such violation. If remedial action is not available, the OHM BOCES will undertake to remedy the violation through the IRS Voluntary Closing Agreement Program (VCAP).

## X. Record Retention

The Bond Compliance Monitor is responsible for insuring that written records (which may be in electronic form) are maintained with respect to each Bond issue for as long as those Bonds (and any Bonds issued to refinance those Bonds) remain outstanding, plus three years. The records maintained shall include:

- basic records relating to the Bond issuance including the official transcript of proceedings;
- documentation evidencing expenditure of Bond proceeds including, but not limited to, purchase contracts, construction contracts, progress payment requests, invoices, cancelled checks, payment of Bond issuance costs, and records of "allocations" of Bond proceeds to reimburse the OHM BOCES for project expenditures made before the Bonds were actually issued;
- records showing the specific assets financed with Bond proceeds (including assets

TAX EXEMPT BONDS – POST ISSUANCE COMPLIANCE

to which Bond proceeds are allocated pursuant to the Final Allocation described above);

- information, records and calculations showing that, with respect to each Bond issue, the OHM BOCES was eligible for one of the Arbitrage rebate spending exceptions or, if not, that the Arbitrage rebate amount, if any, was calculated and timely paid to the IRS;
- documentation evidencing use of Bond-financed property by public and private entities (including copies of leases and management contracts);
- records showing that special use arrangements, if any, affecting Bond-financed property made by the OHM BOCES with third parties, if any, are consistent with applicable restrictions on Private Business Use of property financed with proceeds of tax-exempt Bonds;
- records of any sale or disposition of Bond-financed property, including terms of sale, and documentation of any "remedial action" undertaken as a result of the sale or other disposition; and
- documentation pertaining to any investment of proceeds of the issue, including the purchase and sale of securities, calculations for each class of investments and actual investment income received and Arbitrage rebate calculations.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Adopted: 09/12/18

Revised: \_\_\_\_\_

SUPPORT OPERATIONS

SAFETY CONDITIONS

I. ~~Eye Safety~~

Eye safety devices are to be provided by the OHM BOCES for the protection of employees, students and visitors, and worn in the technology education classes and labs when activities present a potential eye hazard. The District Superintendent or his/her designee will ensure that the devices are properly repaired, cleaned and stored to prevent the spread of germs or diseases after individuals use them.

II. ~~Hand Held Laser Pointers~~

~~Each classroom teacher is responsible for the safe and proper use of all instructional materials and equipment by students in his/her the classroom. Laser pointers are to be used by students only when such use is approved and supervised by the classroom instructor.~~

~~Students will be advised not to stare directly into the beam from a laser pointer or direct the beam at the eyes of another individual. Students are not to aim the pointer into the audience. Students are to be made aware of the hazards associated with the particular type of laser pointer used.~~

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Adopted: 07/10/02

Revised: 11/14/18, \_\_\_\_\_



## SUPPORT OPERATIONS

Policy is Required  
INTERNET SAFETY POLICY

### I. Statement of Policy

- A. Although the OHM BOCES recognizes the value of the internet as an educational tool, it also understands that information with no redeeming social value is accessible through the internet.
- B. 1. The OHM BOCES has developed and will enforce this Internet Safety Policy in compliance with the Children’s Internet Protection Act (CIPA) and the Neighborhood Children’s Internet Protection Act (NCIPA).
2. In addition, the OHM BOCES maintains its “Access to Networked Information Resources Policy” which governs the acceptable use of the Internet by students and employees.
3. OHM BOCES personnel located at component schools will abide by the local district internet safety policy implemented at the school. If the district does not have an Internet safety policy in place, OHM BOCES personnel will follow the Internet Safety Policy as specified in this document.

### II. Access to the Internet using the OHM BOCES’ computer equipment is subject to the following restrictions:

#### A. Filtering.

Filtering software will be used to block:

#### 1. Minors’ access to:

a) visual depictions that are ~~(a)~~ obscene, ~~(b)~~ child pornography, or ~~(c)~~ harmful to minors’ as defined in Appendix A, and

b) Internet sites which, in the Board’s determination, contain material which is “inappropriate for minors.” (See item B. below.)

2. Adult access to visual depictions that are obscene and/or child pornography will also be blocked. However, the District Superintendent or ~~his/her~~ designee may disable the software to enable access to blocked sites for bona fide research or other lawful purposes.

#### B. Matter Inappropriate for Minors.

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<sup>1</sup> The terms “obscene”, “child pornography”, “harmful to minors,” and “matter inappropriate for minors,” used throughout the policy, are defined in the Children’s Internet Protection Act and the Neighborhood Children’s Internet Protection Act (Public Law 106-554). See Appendix A.

## SUPPORT OPERATIONS

Policy is Required  
INTERNET SAFETY POLICY

The Board of Cooperative Educational Services will, from time to time, determine by resolution what Internet material is “inappropriate for minors” in the OHM BOCES. This determination will be based on community standards.

C. Safety of Minors When Using Direct Electronic Communications.

1. In using the computer network and Internet, minors are not permitted to reveal personal information such as home addresses, telephone numbers, their real last names or any information which might allow someone they are communicating with online to locate them. No minor may arrange a face-to-face meeting with someone ~~he/she~~ they “meets” on the computer network or Internet without ~~his/her~~ their parent’s permission.
2. Before utilizing any electronic communications (including but not limited to electronic mail and “chat rooms”) in any instructional setting, students will be taught that they must disclose to their teacher any message they receive that is inappropriate or makes them feel uncomfortable. They must also be taught that they must never agree to meet with someone they have met online without their parent’s approval.

D. Unauthorized Access and Other Unlawful Activities. It is a violation of this Policy to:

- a. use the OHM BOCES’ computer network or the Internet to gain unauthorized access to other computers or computer systems, or to attempt to gain such unauthorized access;
- b. damage, disable or otherwise interfere with the operation of computers, computer systems, software or related equipment through physical action or by electronic means; and/or
- c. violate state or federal law relating to copyright, trade secrets, the distribution of obscene or pornographic materials, or any other applicable law or municipal ordinance.

E. Unauthorized Disclosure and Dissemination of Personal Identification Information Regarding Minors.

Personally identifiable information concerning minors may not be disclosed or used in any way on the Internet (e.g., on the OHM BOCES’ web page or otherwise) without the permission of a parent or guardian. If a student is 18 or over, the permission may also come from the student ~~himself/herself~~.

III. Procedures for Review of Filter Policy in Which an Individual Has a Concern About Implementation.

POLICY

Draft 02/28/2022

5300

SUPPORT OPERATIONS

Policy is Required  
INTERNET SAFETY POLICY

A. Informal Resolution

For any complaint concerning the implementation of a filter, an attempt should be made to resolve the issue informally.

B. Request For Review

1. If the complaint is not resolved informally, the individual will fill out a "Request for Review of Internet Filtering Form" and a committee appointed by the District Superintendent will consider this form. The committee may at the discretion of the District Superintendent include legal counsel. The individual; submitting the request shall have the right to attend the meeting of the committee and present any arguments in support of their position.

2. The committee will prepare a report containing recommendations will be forwarded to the District Superintendent for disposition of the matter. These recommendations may include, but are not limited to:

A. a. If the request is from a student, OHM BOCES may provide adult supervision during the scheduled times to allow the student access to the requested material.

B. b. Make the necessary changes to the filtering servers.

C. c. Deny the request.

~~The committee's recommendation~~

3. If the complainant is still not satisfied, ~~he/she~~ the complainant may ask the District Superintendent to present an appeal to the Board of Cooperative Educational Services, which will make a final determination of the issue. The District Superintendent will deliver a copy of the complaint, the report of the committee and ~~his/her~~ their determination to the Board. The Board of Cooperative Educational Services may seek assistance from its legal counsel and outside organizations such as the American Library Association for Supervision and Curriculum Development.

IV. Regulations and Dissemination.

The District Superintendent is authorized to develop and implement regulations consistent with this policy. The District Superintendent will also be responsible for disseminating the policy and associated regulations to school personnel and students.

Policy is Required  
INTERNET SAFETY POLICY

Appendix A

Generally speaking, “obscenity” is defined as any work that an average person (applying contemporary community standards) would find, taken as a whole, appeals to a prurient interest. The work also must depict or describe, in a patently offensive way, sexual conduct as specifically defined in state law. Moreover, the work, taken as a whole, has to lack serious literary, artistic, political or scientific value (See 18 U.S.C. §1460 and the cases interpreting that statute.)

“Child pornography” is defined as:

...any visual depiction, including a photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical or other means, of sexually explicit conduct, where (a) the production of visual depiction involves the use of a minor [someone under the age of 18] engaging in sexually explicit conduct; (b) such visual depiction is or appears to be, of a minor engaging in sexually explicit conduct; (c) such visual depiction has been created, adapted, or modified to appear that an identifiable minor is engaging in sexually explicit conduct; or (d) such visual depiction is advertised, promoted, presented, described or distributed in such manner that conveys the impression that the material is or contains a visual depiction of a minor engaging in sexually explicit conduct. (18 U.S.C. §2256[8]).

The phrase “harmful to minors” is defined as:

... any picture, image, graphic image, file, or other visual depiction that (a) taken as whole and with respect to minors [defined here as anyone under the age of 17], appeals to a prurient interest in nudity, sex or excretion; (b) depicts, describes, or presents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (c) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors. (Public Law 106-554, §1703{b}{2}.)

The phrase “matter/material inappropriate for minors” must be defined by a determination by the Board applying local community standards. (Public Law 106-554, §1732[1][2].)

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: The Children’s Internet Protection Act (CIPA); The Neighborhood Children’s Internet Protection Act (NCIPA) (Public Law 106-554)

Approved: 07/10/02

Revised: 09/12/18, \_\_\_\_\_

SUPPORT OPERATIONS

Policy is Required  
INFORMATION SECURITY BREACH POLICY

I. Statement of Policy

The OHM BOCES takes reasonable administrative, technical, and physical measures to protect the security of private information, as defined in State Technology Law Section 208, held in the OHM BOCES' digitally-stored records. If the OHM BOCES learns of a breach of the security of its digitally-stored records, the OHM BOCES notifies affected data subjects as set forth in this Policy, and also notifies the appropriate State agencies. This Policy applies to information stored by the OHM BOCES or stored by a third party on behalf of the OHM BOCES.

II. Scope of Information Protected

A. Information that is Protected

1. In connection with any software platform or application that requires the creation of a user account with a password, disclosure of the user name or email address in combination with a password or security question and answer that would permit access to an online account is considered disclosure of private information.
2. Private information also is deemed to have been disclosed if the following conditions are met:
  - a. one of the following data elements related to the data subject has been disclosed:
    - i. social security number, or
    - ii. driver's license number or non-driver identification card number, or
    - iii. account number, credit or debit card number, in combination with any required security code, access code, password, or other information which would permit access to an individual's financial account, or
    - iv. account number, or credit or debit card number, if circumstances exist where such number could be used to access an individual's financial account without additional identifying information, security code, access code, or password, or

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INFORMATION SECURITY BREACH POLICY

- v. biometric information, meaning data generated by electronic measurements of an individual's unique physical characteristics, such as fingerprint, voice print, or retina or iris image, or other unique physical representation or digital representation which are used to authenticate or ascertain the individual's identity; and
    - b. any other information about the data subject has been disclosed, and
    - c. either the data element or the combination of personal information plus the data element is not encrypted or is encrypted with an encryption key that has also been accessed or acquired.
- B. Information Not Covered by This Policy
  - 1. Publicly available information that is lawfully made available to the general public from Federal, State, or local governmental records is not private information within the meaning of this Policy.
  - 2. Personally identifiable information of students, eligible students, and teachers or principals governed by Education Law Section 2-d is managed by the OHM BOCES, and data breach notifications are provided, in accordance with Policy 5307 and is not private information within the meaning of this Policy.

III. When Notification is Required

A. General Rule

The OHM BOCES shall provide notification of any breach of its system for storing private information following discovery or notification of the breach of the security of the system to any resident of New York State whose private information was, or is reasonably believed to have been, accessed or acquired by a person without valid authorization.

B. Determining Whether a Breach of Security Occurred

- 1. "Breach of the security of the system" shall mean unauthorized acquisition or acquisition without valid authorization of computerized data which compromises the security, confidentiality, or integrity of private information maintained by the OHM BOCES.
- 2. In determining whether information has been acquired, or is reasonably believed to have been acquired, by an unauthorized person or a person without valid authorization, the OHM BOCES may consider the following factors, among others:

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INFORMATION SECURITY BREACH POLICY

- a. indications that the information is in the physical possession and control of an unauthorized person, such as a lost or stolen computer or other device containing information; or
- b. indications that the information has been downloaded or copied; or
- c. indications that the information was used by an unauthorized person, such as fraudulent accounts opened or instances of identity theft reported.

## C. Inadvertent Disclosure by Authorized Persons

Notice to affected persons under this Policy is not required if the exposure of private information was an inadvertent disclosure by persons authorized to access private information, and the OHM BOCES reasonably determines such exposure will not likely result in misuse of such information, or financial or emotional harm to the affected persons. Such a determination shall be documented in writing and maintained for at least five years. If the incident affected over five hundred residents of New York, the OHM BOCES/~~BOCES~~ shall provide the written determination to the State Attorney General within ten days after the determination.

## IV. Notification Procedures

## A. Notification Methods

The OHM BOCES will notify the affected data subject(s) by one of the following methods:

1. written notice;
2. electronic notice, provided that the person to whom the notice is required has expressly consented to receiving said notice in electronic form; a log of each such notification shall be kept by the OHM BOCES;
3. telephone notification; a log of each such notification shall be kept by the OHM BOCES;
4. substitute notice, if the cost of providing notice would exceed two hundred fifty thousand dollars, or the affected class of persons to be notified exceeds five hundred thousand, or the OHM BOCES does not have sufficient contact information. Substitute notice shall consist of all of the following:
  - a. e-mail notice when the OHM BOCES has an e-mail address for the subject persons;

SUPPORT OPERATIONS

Policy is Required

INFORMATION SECURITY BREACH POLICY

- b. conspicuous posting of the notice on the OHM BOCES's web site page, if the OHM BOCES maintains one; and
- c. notification to major OHM BOCES-wide media.

B. Notification Content

The notice must include the OHM BOCES's contact information, and a description of the categories of information that were, or are reasonably believed to have been, accessed or acquired by a person without valid authorization, including specification of which elements of private information were, or are reasonably believed to have been, accessed or acquired. The notice shall also include the telephone numbers and website addresses of state and federal agencies that provide information regarding security breach response and identity theft prevention and protection information.

C. Notification Timing

Disclosure of the unauthorized access to or acquisition of private information shall be made in the most expedient time possible and without unreasonable delay, consistent with the needs of law enforcement and the measures necessary to first determine the scope of the breach and restore the integrity of the information storage system.

D. Coordination with Law Enforcement

Notification may be delayed if a law enforcement agency determines that such notification impedes a criminal investigation. The notification required shall be made after such law enforcement agency determines that such notification does not comprise such investigation.

V. Other Notifications

When notification of individual data subjects is necessary, the OHM BOCES shall also notify the New York State Attorney General, the New York Department of State, and the New York State Office of Information Technology Services, providing them with information about the timing, content, and distribution of the notices and approximate number of affected persons. If more than 5,000 New York State residents are required to be notified of a particular incident, the OHM BOCES will also notify consumer reporting agencies with the same information and without waiting to complete notifications to the individual affected data subjects.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: NYS State Technology Law §208,

Adopted: 09/12/18

Revised: 06/10/20, \_\_\_\_\_






## Oneida-Herkimer-Madison BOCES

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

Scott Morris  
*Assistant Superintendent  
for Support Services*  
T: 315.793.8572  
F: 315.793.8562  
[smorris@oneida-boces.org](mailto:smorris@oneida-boces.org)


### MEMORANDUM

To: Cooperative Board

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

Date: April 28, 2022

Subject: Adoption of the BOCES 2022-2023 Budget

Prepared by: Scott Morris 

#### **Background:**

The Cooperative Board adopted budgetary parameters at the October Board meeting which provide the basis for preparing the budget for the coming 2022-2023 year.

The next step in the budget process is the development of the preliminary budgets. The preliminary budgets reflect the application of the budgetary parameters to functional or program codes (i.e., Central Administration, Board of Education, program CO-SERS). The proposed budget is developed by each division, reviewed by a committee of Superintendents and reviewed and approved by the District Superintendent for presentation to the Cooperative Board.

The tentative budget, based upon unit costs and projected costs using historical trend analysis, was reviewed and approved by the Cooperative Board at its regular meeting on February 9, 2022. The 2022-2023 budget document was presented to the members of our component Boards of Education at the Annual Meeting. The component districts approved the administrative budget on April 26, 2022 and have submitted requests for services for 2022-2023 based upon the unit prices previously approved by the Board.

**Discussion:**

Attached is a chart that provides information regarding the changes in the contracted services for preceding years. In addition, the chart also includes the changes in contracts during each fiscal year from July through June. This is a result of districts each year increasing the number of services they purchase from the Oneida-Herkimer-Madison BOCES.

The budget increase for 2022–2023 is 9.98%.

**Recommendation:**

It is recommended that the final budget for 2022-2023 be adopted by the Cooperative Board. Should school districts make decisions on purchasing additional services during the 2022-2023 fiscal year, the additional purchases will be processed as adjustments to the contracts.

**Resolution:**

That the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, authorizes the expenditures of the sums set forth in the 2022-2023 budget in the amount of \$80,551,736.13.

SM:ld

Attachments

- Final Budget 22-23
- Summary Expenditures

**ONEIDA-HERKIMER-MADISON BOCES  
TEN-YEAR SUMMARY  
BUDGET VERSUS EXPENDITURES**

<b>FISCAL YEAR</b>	<b>INITIAL BUDGET JULY</b>	<b>% ANNUAL INCREASE</b>	<b>ADJUSTED BUDGET JANUARY</b>	<b>% ANNUAL INCREASE</b>	<b>ADJUSTED BUDGET JUNE</b>	<b>% ANNUAL INCREASE</b>	<b>FINAL EXPENSE</b>	<b>% ANNUAL INCREASE</b>
2011-12	49,000,606	5.5%	53,177,814	1.1%	56,204,782	3.9%	51,800,450	4.4%
2012-13	49,639,598	1.3%	55,514,208	4.4%	57,343,226	2.0%	52,068,788	0.5%
2013-14	52,217,926	5.2%	57,543,775	3.7%	60,948,127	6.3%	55,404,175	6.4%
2014-15	54,000,492	3.4%	60,059,857	4.4%	63,192,317	3.7%	61,153,954	10.4%
2015-16	54,642,366	1.2%	60,137,613	0.1%	66,121,854	4.6%	62,567,739	2.3%
2016-17	58,601,826	7.2%	65,706,324	9.3%	67,587,978	2.2%	63,274,469	1.1%
2017-18	62,217,686	6.2%	69,981,313	6.5%	72,888,834	7.8%	65,266,331	3.1%
2018-19	63,899,734	2.7%	75,453,305	7.8%	78,244,622	7.3%	70,445,216	7.9%
2019-20	65,252,103	2.1%	80,490,729	6.7%	83,464,859	6.7%	73,014,937	3.6%
2020-21	72,199,158	10.6%	82,610,231	2.6%	88,335,220	5.8%	79,623,308	9.1%

Final BUDGET 2022-2023

COSER #	COSER NAME	UNIT	UNIT PRICE			% DIFF.	BUDGET AMOUNT			% DIFF.
			2021-2022	2022-2023	2021-2022		2022-2023	\$ DIFF.		
001.010	Administration		N/A	N/A		\$ 3,786,150.05	\$ 3,936,838.70	150,689	3.98%	
002.010	Rent		N/A	N/A		\$ 380,392.25	\$ 354,488.88	(25,903)	-6.81%	
002.020	Capital Fund		N/A	N/A		\$ 2,771,250.77	\$ 2,787,001.36	15,751	0.57%	
101.010	Occupational Education	Budget	N/A	N/A		\$ 7,068,932.00	\$ 7,724,893.00	655,961	9.28%	
107.010	Multi Occupational Education	District Share	6,720,332.00	7,090,681.12	5.5%					
102.010	Adult Education	Per Student	7,866.00	8,474.00	7.7%	\$ 542,754.00	\$ 550,810.00	8,056	1.48%	
103.259	Secondary Occ Ed - Spec/Madison BOCES		N/A	N/A		\$ 37,130.00	\$ 39,244.05	2,114	5.69%	
109.259	Occ. Ed./Madison BOCES		N/A	N/A		\$ -	\$ 22,118.00	22,118	100.00%	
201.010	8:1:1	Per Student	35,645.00	37,425.00	5.0%	\$ 7,435,585.00	\$ 6,762,755.25	(672,830)	-9.05%	
201.015	8:1:2 + 1	Per Student	38,495.00	40,420.00	5.0%	\$ 269,465.00	\$ 323,360.00	53,895	20.00%	
202.259	Intense Mgmt Needs/Madison BOCES		N/A	N/A		\$ -	\$ 59,454.00	59,454	100.00%	
203.010	Adjustment	Per Student	47,305.00	48,725.00	3.0%	\$ 1,088,196.00	\$ 1,181,716.00	93,520	8.59%	
204.010	12:1:1	Per Student	26,295.00	27,518.00	4.7%	\$ 2,821,009.00	\$ 2,321,228.50	(499,781)	-17.72%	
205.259	Special Class:Option 2/Madison BOCES		N/A	N/A		\$ -	\$ 443,845.00	443,845	100.00%	
206.020	Transition Services	Per Student	4,837.00	4,930.00	1.9%	\$ 83,603.00	\$ 167,620.00	84,017	100.50%	
206.030	Stride Program	Per Student	2,152.00	2,194.00	2.0%	\$ 14,070.00	\$ 21,940.00	7,870	55.93%	
206.040	College Works Foundation	Per Student	8,344.00	8,505.00	1.9%	\$ 77,960.00	\$ 144,585.00	66,625	85.46%	
206.050	Options - Middle School	Per Student	8,344.00	8,505.00	1.9%	\$ 31,184.00	\$ 34,020.00	2,836	9.09%	
206.060	Life After High School	Per Student	8,344.00	8,505.00	1.9%	\$ 70,164.00	\$ 59,535.00	(10,629)	-15.15%	
206.070	Yes	Per Student	8,344.00	8,505.00	1.9%	\$ 54,572.00	\$ 42,525.00	(12,047)	-22.08%	
206.090	Options - High School	Per Student	8,344.00	8,505.00	1.9%	\$ 46,776.00	\$ 59,535.00	12,759	27.28%	
209.010	12:1:3	Per Student	37,298.00	39,126.00	4.9%	\$ 4,961,271.00	\$ 6,339,599.50	1,378,329	27.78%	
214.259	Secondary Intense Mgmt/Madison BOCES		N/A	N/A		\$ -	\$ 496,002.75	496,003	100.00%	
216.010	6:1:1	Per Student	73,431.00	76,355.00	4.0%	\$ 2,193,436.00	\$ 2,260,598.00	67,162	3.06%	
221.219	6:1:1/Herkimer BOCES		N/A	N/A		\$ -	\$ 90,000.00	90,000	100.00%	
222.259	Special Class:Option 3/Madison BOCES		N/A	N/A		\$ -	\$ 272,745.00	272,745	100.00%	
225.259	Elem IMN 6:1:2/Madison BOCES		N/A	N/A		\$ -	\$ 483,780.00	483,780	100.00%	
303.010	Art	FTE	119,591.00	130,739.00	9.3%	\$ 167,427.40	\$ 183,034.60	15,607	9.32%	
305.010	Guidance	FTE	95,395.00	99,257.00	4.1%	\$ 248,027.00	\$ 297,801.00	49,774	20.07%	
306.010	Technology	FTE	107,646.00	117,906.00	9.5%	\$ 75,352.20	\$ 82,534.20	7,182	9.53%	
308.010	Physical Education	FTE	81,844.00	85,187.00	4.1%	\$ 40,922.00	\$ 42,593.50	1,672	4.08%	
310.010	Nurse Practitioner	FTE	115,926.00	120,637.50	4.1%	\$ 370,963.20	\$ 386,040.00	15,077	4.06%	
311.010	Advanced Social Studies	FTE	69,185.00		-100.0%	\$ 27,674.00	\$ -	(27,674)	-100.00%	
311.020	Advanced Social Studies PLATO	FTE	104,812.00		-100.0%	\$ 62,887.20	\$ -	(62,887)	-100.00%	
312.010	School Physician/Medical Director	1 FTE of NP+\$1,850	1,850.00	1,905.50	3.0%	\$ 57,708.00	\$ 59,439.24	1,731	3.00%	
313.010	School Psychologist	FTE	87,700.00	105,335.00	20.1%	\$ 333,260.00	\$ 263,337.50	(69,923)	-20.98%	
314.010	Social Worker	FTE	88,976.00	90,646.00	1.9%	\$ 427,084.80	\$ 353,521.74	(73,563)	-17.22%	
315.010	Speech Impaired	FTE	105,123.00	106,330.00	1.1%	\$ 618,351.90	\$ 667,281.00	48,929	7.91%	
316.010	Visually Impaired	FTE	126,563.00	146,249.00	15.6%	\$ 196,172.65	\$ 128,699.12	(67,474)	-34.39%	
317.010	Computer Instruction	FTE	89,411.11	91,869.92	2.8%	\$ 71,528.89	\$ 73,495.94	1,967	2.75%	
318.010	Hearing Impaired	FTE	128,680.00	142,099.10	10.4%	\$ 254,786.40	\$ 156,309.01	(98,477)	-38.65%	
321.010	Physical Therapy	FTE	120,234.00	127,592.00	6.1%	\$ 156,304.20	\$ 153,110.40	(3,194)	-2.04%	

Final BUDGET 2022-2023

COSER #	COSER NAME	UNIT	UNIT PRICE			% DIFF.	BUDGET AMOUNT			% DIFF.
			2021-2022	2022-2023	2021-2022		2022-2023	\$ DIFF.		
322.010	Occupational Therapy	FTE	96,167.00	104,612.00	8.8%	\$ 271,671.78	\$ 303,374.80	31,703	11.67%	
325.010	Home Economics	FTE	102,180.00	109,621.00	7.3%	\$ 224,796.00	\$ 131,545.20	(93,251)	-41.48%	
326.010	English/Second Lang.	FTE	94,995.00	102,663.00	8.1%	\$ 607,968.00	\$ 657,043.20	49,075	8.07%	
332.000	Curriculum Supervision Coordination	Budget	N/A	N/A		\$ -	\$ 52,393.00	52,393	100.00%	
338.010	Music Teacher	FTE	88,931.00	93,301.00	4.91%	\$ 249,006.80	\$ 158,611.70	(90,395)	-36.30%	
339.010	French	FTE	110,688.00	N/A	-100.0%	\$ 88,550.40	\$ -	(88,550)	-100.00%	
346.469	Audiology/Oswego BOCES	N/A	N/A	N/A		\$ -	\$ 120,846.55	120,847	100.00%	
349.219	Speech/Herkimer BOCES	N/A	N/A	N/A		\$ -	\$ 14,421.45	14,421	100.00%	
350.219	Occ. Therapy/Herkimer BOCES	N/A	N/A	N/A		\$ -	\$ 4,059.00	4,059	100.00%	
352.219	Teacher Aide 1:1/Herkimer BOCES	N/A	N/A	N/A		\$ -	\$ 30,800.00	30,800	100.00%	
355.010	General Supervision	FTE	121,678.00	128,006.00	5.20%	\$ 121,678.00	\$ 76,803.60	(44,874)	-36.88%	
357.259	Bilingual/ESL Itinerant/Madison BOCES	N/A	N/A	N/A		\$ -	\$ 20,860.00	20,860	100.00%	
402.229	Exploratory Enrichment/Jefferson Lewis BOCES	N/A	N/A	N/A		\$ -	\$ 5,220.00		100.00%	
405.010	Performing Arts	Base Fee + Usage	1,530.00	1,545.00	0.98%	\$ 46,625.50	\$ 96,745.00	50,120	107.49%	
405.020	Arts In Education	Per Base	1,500.00	1,525.00	1.67%	\$ 16,500.00	\$ 16,775.00	275	1.67%	
405.030	Kirkland Art Center	N/A	N/A	N/A		\$ 2,000.00	\$ 2,000.00	-	0.00%	
408.010	Altern. Ed. - Level I	Per Student	24,121.00	25,532.00	5.85%	\$ 5,476,673.00	\$ 5,337,465.00	(139,208)	-2.54%	
408.020	Altern. Ed. - Level II	Per Student	24,121.00	25,532.00	5.85%	\$ 96,484.00	\$ 76,596.00	(19,888)	-20.61%	
408.030	Attendance Supervision	FTE	72,667.50	81,844.75	12.63%	\$ 232,536.00	\$ 261,903.20	29,367	12.63%	
410.429	Hospital Based Instruction/Onondaga BOCES	N/A	N/A	N/A		\$ -	\$ 8,100.00	8,100	100.00%	
411.010	Alt. HS Equivalency w/Occ. Ed.	Per Student	7,688.00	7,996.00	4.01%	\$ 69,192.00	\$ 59,970.00	(9,222)	-13.33%	
415.010	Portable Planetarium	Per Diem	557.94	N/A	-100.0%	\$ 3,347.64	\$ -	(3,348)	-100.00%	
417.259	EA Attendance/Madison BOCES	N/A	N/A	N/A		\$ 140,700.00	\$ 141,657.80	958	0.68%	
420.010	Regional Program of Excellence	Per Student	1,794.00	1,889.00	5.30%	\$ 134,550.00	\$ 170,010.00	35,460	26.35%	
420.020	Colgate Seminar	Per Student	200.00	200.00	0.0%	\$ 3,000.00	\$ 1,000.00	(2,000)	-66.67%	
426.259	Distance Learning/Madison BOCES	N/A	N/A	N/A		\$ -	\$ 42,352.00	42,352	100.00%	
428.010	Summer School - Academic	Per Course	345.00	533.00	54.49%	\$ 526,470.00	\$ 715,819.00	189,349	36.97%	
428.020	Summer School - Driver Ed.	Per Student	505.00	780.00	54.46%	\$ 48,985.00	\$ 49,920.00	935	1.91%	
428.030	Summer School - Tutorial	Per Course	127.00	196.00	54.33%	\$ 85,725.00	\$ 20,972.00	(64,753)	-75.54%	
438.010	Distance Learning	Per Budget				\$ 583,196.31	\$ 459,919.90	(123,276)	-21.14%	
		Service	9,342.75	9,903.32	6.00%					
		Codex	7,720.62	8,183.86	6.00%					
		Equipment	1,171.21	1,241.48	6.00%					
438.020	Advanced Social Studies	Per Class	6,061.62	6,425.32	6.00%	\$ 145,478.88	\$ 154,207.68	8,729	6.00%	
438.030	Chinese	Per Class	11,365.54	12,047.47	6.00%	\$ 666,551.77	\$ 609,723.95	(56,828)	-8.53%	
438.040	American Sign Language	Per Class	12,696.93	13,458.74	6.00%	\$ 533,271.06	\$ 484,514.64	(48,756)	-9.14%	
438.050	Zoom Licensing	Per License	22.80	22.80	0.0%	\$ 59,432.56	\$ 36,941.60	(22,491)	-37.84%	
438.060	Virtual Academy	Per Student	7,500.00	8,900.00	6.67%	\$ 1,359,990.00	\$ 928,000.00	(431,990)	-31.76%	
438.065	Virtual Academy 12:1:3	Per Student	35,000.00	48,624.00	38.93%	\$ -	\$ 291,744.00	291,744	100.00%	
479.469	DL Synergy Virtual HS/CITI BOCES	N/A	N/A	N/A		\$ -	\$ 92,000.00	92,000	100.00%	
502.010	Educational Communications	Per RWADA	20.84	21.67	3.98%	\$ 710,435.60	\$ 737,923.39	27,488	3.87%	
502.020	Cooperative Music	Per RWADA	1.00	1.04	4.00%	\$ 60,777.00	\$ 50,329.76	(10,447)	-17.19%	
502.030	Courier	Per Budget				\$ 147,560.36	\$ 117,657.85	(29,903)	-20.26%	

Final BUDGET 2022-2023

COSER #	COSER NAME	UNIT	UNIT PRICE			% DIFF.	BUDGET AMOUNT			% DIFF.
			2021-2022	2022-2023	2021-2022		2022-2023	2021-2022	2022-2023	
		District	1,678.00	1,745.00	3.99%					
		Addl Stop	1,005.00	1,045.00	3.98%					
		RWADA	1.93	2.18	12.95%					
502.040	LOTE-Curriculum	Per Exam	5.75	5.75	0.0%	\$ 92,553.81	\$ 11,868.00	(80,686)	-87.18%	
504.010	Audiovisual Repair	Per Hour	81.09	84.33	4.00%	\$ 178,337.20	\$ 141,041.93	(37,295)	-20.91%	
504.020	Microcomputer Repair	Per Hour	81.09	84.33	4.00%	\$ 301,881.94	\$ 281,261.64	(20,620)	-6.83%	
504.030	Musical Instrument Repair	Per Hour	68.45	71.19	4.00%	\$ 18,146.11	\$ 9,617.78	(8,528)	-47.00%	
504.070	Performing Arts Specialist	Per FTE	114,734.47	122,307.00	6.60%	\$ 229,468.94	\$ 195,691.20	(33,778)	-14.72%	
504.210	Repair Parts Non Aldable	Estimate	Varies	Varies		\$ 60,850.00	\$ 92,920.00	32,070	52.70%	
505.010	Printing	Estimate	Varies	Varies		\$ 1,242,969.00	\$ 715,969.00	(527,000)	-42.40%	
509.059	School Curriculum/Cayuaga BOCES		N/A	N/A		\$ -	\$ 25,239.96	25,240	100.00%	
510.010	Learning Technology Level I	Per Unit	81,642.15	84,907.84	4.00%	\$ 1,926,754.74	\$ 984,930.94	(941,824)	-48.88%	
510.020	Learning Technology Level II	Per Unit	98,412.17	102,348.66	4.00%	\$ 492,060.85	\$ 511,743.30	19,682	4.00%	
510.030	Learning Technology Level III	Per Unit	126,808.99	132,961.00	4.85%	\$ 190,213.49	\$ 33,240.25	(156,973)	-82.52%	
510.060	Learning Technology Blackboard	Per Unit	1,480.63	1,437.50	-2.91%	\$ 67,562.50	\$ 70,437.50	2,875	4.26%	
510.209	Learning Technology Equipment/Software		Varies	Varies		\$ -	\$ 1,602,180.00	1,602,180	100.00%	
511.019	School Curriculum/Capital Region BOCES		N/A	N/A		\$ -	\$ 3,113.25	3,113	100.00%	
514.259	Model Schools/Madison BOCES		N/A	N/A		\$ 310,991.00	\$ 288,963.00	(22,028)	-7.08%	
515.259	Common Learning Objectives/Madison BOCES		N/A	N/A		\$ 1,386,842.00	\$ 2,199,549.32	812,707	58.60%	
515.258	Microcomputer Technology/Madison BOCES		N/A	N/A		\$ 531,128.00	\$ 464,962.71	(66,165)	-12.46%	
518.010	Elementary Science	Per RWADA	14.42	15.00	4.02%	\$ 1,256,744.60	\$ 1,270,458.90	13,714	1.09%	
520.259	School Curriculum/Madison BOCES		N/A	N/A		\$ -	\$ 400.00	400	100.00%	
521.010	Sch Curric Improv	Per Budget				\$ 322,399.80	\$ 263,369.00	(59,031)	-18.31%	
		Per District	13,980.00	14,539.00	4.00%					
		Per RWADA	6.30	7.50	19.05%					
521.011	Curriculum Specialist	Per FTE	128,637.00	127,900.00	-0.57%	\$ 128,637.00	\$ 153,480.00	24,843	19.31%	
521.015	Substitute Reimbursements		Varies	Varies		\$ -	\$ 201,608.00	201,608	100.00%	
521.020	Additional Workshops		Varies	Varies		\$ -	\$ 337,315.00	337,315	100.00%	
521.025	Teachers College		N/A	N/A		\$ -	\$ 10,000.00	10,000	100.00%	
521.030	Regional Scoring	Per Test	12.00	12.00	0.0%	\$ 157,092.00	\$ 153,732.00	(3,360)	-2.14%	
521.040	Study Council	Per District	430.00	430.00	0.0%	\$ 5,160.00	\$ 5,160.00	-	0.00%	
521.050	Regional Assess	Per Plan	5,000.00	5,250.00	5.00%	\$ 60,000.00	\$ 57,750.00	(2,250)	-3.75%	
521.070	RTTT Data Analysis	Per District	2,950.00	3,040.00	3.05%	\$ 35,400.00	\$ 36,480.00	1,080	3.05%	
521.080	APPR Re-Certification & Training/Admin.	Per Administrator	2,510.00	2,610.00	3.98%	\$ 223,390.00	\$ 164,430.00	(58,960)	-26.39%	
521.090	RSE TSAC Support		N/A	N/A		\$ 33,770.00	\$ 33,770.00	-	0.00%	
538.010	Model Schools		Varies	Varies		\$ 4,981.00	\$ -	(4,981)	-100.00%	
538.020	Model Schools Curriculum Specialist	Per FTE	N/A	N/A		\$ -	\$ -	-	0.00%	
538.030	Model Schools Dir of Mgmt Info Systems	Per FTE	143,830.70	149,583.93	4.00%	\$ 143,830.70	\$ 149,583.93	5,753	4.00%	
538.040	Model Schools Comp Education Coord.	Per FTE	N/A	N/A		\$ -	\$ -	-	0.00%	
538.050	Model Schools Engineering By Design	Base Fee	1,730.00	N/A	-100.0%	\$ 17,990.00	\$ -	(17,990)	-100.00%	
538.060	Model Schools Curr & Integration Specialist	Per FTE	125,325.65	130,338.68	4.00%	\$ 125,325.65	\$ 130,338.68	5,013	4.00%	
543.469	Hrd/Software/Oswego BOCES		N/A	N/A		\$ -	\$ 5,093.28	5,093	100.00%	
545.010	Community Schools		N/A	N/A		\$ -	\$ 734,000.00	734,000	100.00%	

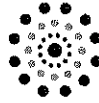
Final BUDGET 2022-2023

COSER #	COSER NAME	UNIT	UNIT PRICE			BUDGET AMOUNT				
			2021-2022	2022-2023	% DIFF.	2021-2022	2022-2023	% DIFF.		
						\$	\$	\$		
545.015	Community Schools	Per FTE	N/A	65,000.00	100.0%	\$	127,900.00	127,900	100.00%	
545.020	Community Schools CFLR	Per FTE	N/A	107,250.00	100.0%	\$	78,000.00	78,000	100.00%	
545.021	Community Schools ICAN	Per FTE	N/A	79,500.00	100.0%	\$	159,000.00	159,000	100.00%	
545.025	Community Schools R4K	Per FTE	N/A	100,000.00	100.0%	\$	-	-	100.00%	
545.060	Community Schools Safe Schools	Per FTE	65,000.00	70,000.00	7.69%	\$	78,000.00	308,000.00	294.87%	
547.469	CDOS Credential Mgt Sys/Oswego BOCES	Per Student	N/A	N/A		\$	-	2,817.47	2,817	100.00%
560.010	CPSE Grant	Per Budget	1,065.00	1,065.00	0.0%	\$	136,320.00	139,515.00	3,195	2.34%
574.010	SABA	Base Fee	17,720.00	19,000.00	7.22%	\$	226,216.00	323,703.00	97,487	43.09%
		Per RWADA	2.70	3.45	27.78%					
574.080	Collegiate Tech. Prep.	Per District	3,250.00	2,545.00	-21.69%	\$	26,000.00	17,815.00	(8,185)	-31.48%
574.090	Career Exploration Specialist	FTE	68,100.00	N/A	-100.0%	\$	136,200.00	-	(136,200)	-100.00%
574.120	Health Careers	FTE	99,825.50	N/A	-100.0%	\$	199,651.00	-	(199,651)	-100.00%
575.010	Vocational Assessment	Assessment	997.00	N/A	-100.0%	\$	11,964.00	-	(11,964)	-100.00%
576.010	Regional Catalog	Per Library	844.60	878.38	4.00%	\$	57,432.80	59,729.84	2,297	4.00%
576.020	On-Line Database	Per Budget	0.74	0.77	4.05%	\$	30,917.68	32,084.09	1,166	3.77%
		Per RWADA	368.00	383.00	4.08%					
576.030	On-Site Database Access	Per District	Varies	Varies		\$	394,995.62	386,805.87	(8,190)	-2.07%
576.040	Collection Development	Per Unit	789.48	821.06	4.00%	\$	116,843.04	123,159.00	6,316	5.41%
576.050	Virtual Reference Library	Per RWADA	1.52	1.59	4.61%	\$	51,445.92	53,632.29	2,186	4.25%
576.070	Library Media Services	FTE	98,400.00	107,861.62	9.62%	\$	78,720.00	86,289.30	7,569	9.62%
576.080	Leatherstocking Conference	Per Participant	75.00	75.00	0.0%	\$	3,075.00	-	-	0.00%
578.259	Library Automation/Madison BOCES	Per District	N/A	N/A		\$	171,522.50	173,979.50	2,457	1.43%
601.259	Computer Services/Madison BOCES	Per District	N/A	N/A		\$	5,752,354.00	9,954,846.23	4,202,492	73.06%
602.259	Negotiations/Madison BOCES	Per District	N/A	N/A		\$	388,172.00	332,094.40	(56,078)	-14.45%
603.010	School Communications	Per Hour	65.00	67.60	4.00%	\$	203,450.00	228,623.20	25,173	12.37%
603.020	PR Assistance	Per FTE	68,353.06	71,087.18	4.00%	\$	259,741.62	284,348.72	24,607	9.47%
604.010	Central Business Office	Per RWADA	71.00	77.50	9.15%	\$	330,657.76	318,646.63	(12,011)	-3.63%
607.010	Bus Drivers Advanced	Pnd Attendance	Varies	Varies		\$	12,325.00	-	(12,325)	-100.00%
609.429	Energy Services/Onondaga BOCES	Per District	Varies	Varies		\$	55,720.00	55,237.00	(483)	-0.87%
610.010	Telephone Interconnect	Per District	Varies	Varies		\$	2,830,279.57	827,629.98	(2,002,650)	-70.76%
611.289	Reg. Bus Maintenance/Madison BOCES	Per District	N/A	N/A		\$	188,242.00	187,000.00	(1,242)	-0.66%
612.219	Health Care Benefit Coord./Herkimer BOCES	Per District	N/A	N/A		\$	11,977.00	12,259.00	282	2.35%
613.020	Facilities Service - Lawns	Usage	Usage	Usage		\$	52,932.00	52,932.00	-	0.00%
615.491	Policy Plan XC Erie 1	Per District	N/A	N/A		\$	11,094.00	11,708.60	615	5.54%
616.010	Employee Assistance Program	Per Employee	13.00	13.50	3.85%	\$	16,536.00	19,872.00	3,336	20.17%
618.010	Employee Benefit Coordinator	Per Budget				\$	34,601.27	33,270.00	(1,331)	-3.85%
		Per Employee	2.50	2.50	0.0%					
		Per Subscriber	4.50	5.00	11.11%					
		Per Subscriber	6.00	7.50	25.00%					
618.030	Health Insurance Consortium	Per District	8,000.00	8,875.00	10.94%	\$	55,011.01	62,125.00	7,114	12.93%
618.040	Dental Admin. Fee	Per Mo./Employee	3.08	3.15	2.27%	\$	29,442.72	33,824.00	4,381	14.88%

Final BUDGET 2022-2023

COSER #	COSER NAME	UNIT	UNIT PRICE			% DIFF.	BUDGET AMOUNT			% DIFF.
			2021-2022	2022-2023	2022-2023		2021-2022	2022-2023	\$ DIFF.	
619.219	Cooperative Bid/Herkimer BOCES		N/A	N/A		\$ 23,949.00	\$ 25,500.00	1,551	6.48%	
620.010	Safety Service	Per Budget				\$ 344,568.00	\$ 318,622.85	(25,945)	-7.53%	
		Per RWADA								
		Per District	11,000.00	3.15	5.00%					
620.011	Child Life	Per District	Varies	Varies	4.55%					
620.020	Asbestos Maintenance	Per Building	675.00	702.00	4.00%	\$ 12,675.00	\$ 12,675.00	-	0.00%	
620.030	Visual Inspections	Per Building	675.00	702.00	4.00%	\$ 91,125.00	\$ 94,770.00	3,645	4.00%	
620.040	Fire Inspections	Per Building	675.00	702.00	4.00%	\$ 31,725.00	\$ 14,040.00	(17,685)	-55.74%	
620.041	Fire Safety Service	Per Ext & Service	7.00	7.60	8.57%	\$ 64,968.75	\$ 57,037.50	(7,931)	-12.21%	
620.060	Dignity Act	Per Day/Per Week	20,943.00	21,781.00	4.00%	\$ 8,736.00	\$ 4,164.80	(4,571)	-52.33%	
621.010	Liability Insurance	Per District	1,350.00	1,375.00	1.85%	\$ 136,443.65	\$ 125,567.47	(10,876)	-7.97%	
622.259	Regional Bus Radios/Madison BOCES	Per District	N/A	N/A		\$ 6,750.00	\$ 6,875.00	125	1.85%	
623.499	State Aid Planning/Questar III	Per District	N/A	N/A		\$ 9,584.00	\$ 9,686.00	112	1.17%	
625.010	Substitute Teacher Calling	Per Budget				\$ -	\$ 43,415.00	43,415	100.00%	
		Per Teacher	65.00	67.60	4.00%					
		Per District	458.00	476.32	4.00%	\$ 166,920.00	\$ 173,637.36	6,717	4.02%	
626.010	School Lunch Services	Per District	Varies	Varies						
627.010	Records Retention	Per Diem	345.00	360.00	4.35%	\$ 625,955.00	\$ 640,483.03	14,528	2.32%	
628.010	Telecommunications	Per Budget				\$ 99,360.00	\$ 103,680.00	4,320	4.35%	
		Service	6,214.18	6,462.75	4.00%	\$ 301,524.24	\$ 304,507.08	2,983	0.99%	
		Line Charges	Varies	Varies						
631.259	Cooperative Bid/Madison BOCES	Per District	N/A	N/A		\$ 17,125.00	\$ 17,843.72	719	4.20%	
632.129	Healthcare Coordination/Delaware BOCES	Per District	N/A	N/A		\$ -	\$ 20,796.00	20,796	100.00%	
633.499	GASB 45/QUESTAR III BOCES	Per District	N/A	N/A		\$ 24,752.00	\$ 24,752.00	-	0.00%	
634.219	Staff Development/Boards/Herkimer BOCES	Per District	N/A	N/A		\$ 13,302.00	\$ 13,302.00	-	0.00%	
636.099	GASB 45/Clinton-Essex BOCES	Per District	N/A	N/A		\$ 15,450.00	\$ 3,990.00	(11,460)	-74.17%	
637.499	Fixed Assets/Questar III BOCES	Per District	N/A	N/A		\$ 15,348.00	\$ 22,511.00	7,163	46.67%	
639.259	Transportation/Madison BOCES	Per District	N/A	N/A		\$ 11,359.00	\$ 1,521.00	(9,838)	-86.61%	
640.229	Drug Testing/Jeff-Lewis BOCES	Per District	N/A	N/A		\$ 20,704.00	\$ 19,851.00	(853)	-4.12%	
641.499	On-Line Appl./Putnam BOCES	Per District	N/A	N/A		\$ 43,544.00	\$ 43,672.00	128	0.29%	
646.259	Medicaid Reimbursement/Madison BOCES	Per District	N/A	N/A		\$ 36,907.50	\$ 38,014.04	1,107	3.00%	
649.259	ACA Compliance/Madison BOCES	Per District	N/A	N/A		\$ -	\$ 15,896.00	15,896	100.00%	
650.019	Testing-NYS Alt Admnl/Capital Region BOCES	Per District	N/A	N/A		\$ -	\$ 79,800.00	79,800	100.00%	
651.039	Scrib/Broome Boces	Per District	N/A	N/A		\$ 49,625.00	\$ 48,008.08	(1,617)	-3.26%	
652.259	Facilities Service - Mad BOCES	Per District	N/A	N/A		\$ 15,000.00	\$ -	(15,000)	-100.00%	
655.499	Special Ed Aid Assistance Svc/Questar III	Per District	N/A	N/A		\$ -	\$ 23,640.00	23,640	100.00%	
656.199	Employee Relations/Otsego BOCES	Per District	N/A	N/A		\$ -	\$ 17,524.00	17,524	100.00%	
	<b>TOTALS</b>					\$ 73,239,222.55	\$ 80,551,736.13	7,312,514	9.98%	





# Oneida-Herkimer-Madison BOCES

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David Stayton

*Principal*




Career and Technical Education

T: 315.793.8647

F: 315.793.8540

dstayton@oneida-boces.org

## MEMORANDUM

To: Cooperative Board  
From: Patricia N. Kilburn, Ed.D.   
Date: May 2, 2022  
Subject: Administrative Internship  
Prepared By: Christopher Hill   
David Stayton 

### Background:

The Oneida-Herkimer-Madison BOCES has accepted administrative interns for required fieldwork in the past. Fieldwork provides rich experiences for potential administrators and provides a conduit for filling potential vacancies.

### Discussion:

Ms. Sarah Walker, CPSE Coordinator at Oneida-Herkimer-Madison BOCES, has applied for an administrative internship in the CTE and P-TECH divisions at the Oneida-Herkimer-Madison BOCES.

A comprehensive list of projects and duties is attached and applicable hours will be performed.

### Recommendation:

It is recommended that the Cooperative Board accept Ms. Walker's application for an administrative internship in the CTE and P-TECH divisions at the Oneida-Herkimer-Madison BOCES.

### Resolution:

That the Cooperative Board approves Ms. Sarah Walker for her administrative fieldwork for the Oneida-Herkimer-Madison BOCES effective September 2022 through June 2023.

Attachment – Administrative intern duties

## *2022-2023 Internship - Career and Technical Education Center, P-TECH*

### Personnel/Supervision

- Supervise professional staff (teachers, teaching assistants)
  - Schedule and conduct meetings with pupil personnel staff, including counselors, social workers, work study coordinator and employment specialist
  - Assist principal with supervision and evaluation of all personnel
  - Prepares and implements district-wide summer school program
- Review staffing needs
- Interview and recommend candidates for open positions

### Management

- Provide system for pupil placement, attendance accounting, evaluation and follow up of pupil placement and performance
- Develop and implement procedures and standards for the purposes of measuring student performance
- Implement procedures relating to health, safety, discipline and conduct of students in CTEC and P-TECH

### Organization and Planning

- Prepare and develop public information materials and activities
- Organize and conduct activities designed to recognize student achievement
- Assist in determining strategies to integrate academics and to implement outcome-based educational programs
- Assist in orienting new faculty and staff
- Facilitate Shared Decision Making/Wellness Committee, involving student and parent participants
- Recommend instructional materials and equipment for purchase
- Provide training as needed to insure proper use of materials and implementation of curriculum

### Finance

- Assist in the development of the budget
- Develop reports, plans, proposals as requested by the principal

### Student Management

- Plan, schedule and maintain record-keeping systems for pupil personnel service activities
- Evaluate pupil personnel programs
- Coordinate work-based learning hours and career-prep opportunities
  - Job shadowing, internships, communicating with job sites
  - Communicate follow up with businesses, job hosts (thank you, feedback)
- Attend student review meetings and conferences
- Initiate or attend conferences/meetings as special problems arise

*2022-2023 Internship - Career and Technical Education Center, P-TECH*

- Contact parents regarding discipline issues in school

Public Relations

- Organize and conduct activities designed to recognize student achievement and program effectiveness
- Assist and support activities to promote the dissemination of information regarding CTEC offerings to school districts and community
- Communicate and collaborate with personnel from component school districts

Facilities




- Supervise, inventory and record distribution and maintenance of school equipment, supplies and physical facilities
- Make recommendations for facility care, maintenance, repair and alteration



## Oneida-Herkimer-Madison BOCES

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### MEMORANDUM

To: Cooperative Board  
From: Patricia N. Kilburn, Ed.D.   
Date: May 2, 2022  
Subject: Administrative Internship  
Prepared By: Christopher Hill   
Erica Schoff 

#### Background:

The Oneida-Herkimer-Madison BOCES has accepted administrative interns for required fieldwork in the past. Fieldwork provides rich experiences for potential administrators and provides a conduit for filling potential vacancies.

#### Discussion:

Ms. Christina Warner, P-TECH school counselor at the Oneida-Herkimer-Madison BOCES, has applied for an administrative internship in the P-TECH division at the Oneida-Herkimer-Madison BOCES.

A comprehensive list of projects and duties is attached and applicable hours will be performed.

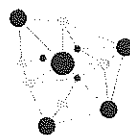
#### Recommendation:

It is recommended that the Cooperative Board accept Ms. Warner's application for an administrative internship in the P-TECH division at the Oneida-Herkimer-Madison BOCES.

#### Resolution:

That the Cooperative Board approves Ms. Christina Warner for her administrative fieldwork for the Oneida-Herkimer-Madison BOCES effective July 2022 through June 2023.

Attachment – Administrative intern duties



P-TECH OHM

Oneida • Herkimer • Madison BOCES  
for Nanotechnology and STEM

T: 315.793.8666 • F: 315.793.8540



## Oneida-Herkimer-Madison BOCES

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### **General Responsibilities**

The intern shall report to the Pathways in Technology Early College High School (P-TECH) Principal and shall be responsible for the overall implementation and effectiveness of all student services, while focusing on the planned expansion of the program. This position requires participation in decision-making at the Division level and implementation of activities that provide for communication among students, staff, and parents. They will serve on district committees and take a lead role in the planned expansion of the P-TECH program at Mohawk Valley Community College (MVCC).

### **Organizational Relationships**

The intern is responsible to the Principal of P-TECH for the completion of all responsibilities. The intern shall assist in the supervision of all professional staff as well as the student population, expanding to the students placed at MVCC. The intern will also be assigned responsibilities from the OHM BOCES Assistant Superintendent of Instructional Services.

### **Timing**

- Summer 2022: Starting on or around July 1st, the intern shall work full days for 20 days over the summer. In that time frame, the intern shall assist with creation of the master schedule, management of credit recovery programs, and the P-TECH Summer Bridge program.
- September 2022-June 2023: The intern shall report to the P-TECH principal every day for 1.5 hours per day to assist with management, organization and planning, personnel, finance, student management, and public relations.

### **Specific Duties:**

1. **Management**
  - Manages and facilitates programming for P-TECH Summer Bridge
  - Provides a system, in conjunction with home schools, for pupil placement, attendance accounting, evaluation and follow-up of pupil placement and performance.
  - Implements procedures relating to health, safety, discipline and conduct of students assigned to programs under management
2. **Organization and Planning**
  - Creates the master schedule for the P-TECH program, adhering to program needs and teacher contracts
  - Participates in the preparation and development of public information materials and activities
  - Organizes and conducts activities designed to recognize student achievement
  - Assists in determining strategies to integrate academics and to implement outcome-based educational programs
  - Assists in hiring and orienting new faculty and staff
3. **Personnel**
  - Assists in recruiting and selecting new personnel
  - Assists the Principal of P-TECH with supervising and evaluating all personnel
  - Assists in the preparation and implementation of credit recovery programs
4. **Finance**



## Oneida-Herkimer-Madison BOCES

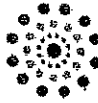
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- Assists in the development of the budget
  - Develops reports, plans, proposals, as requested by the Principal of P-TECH
  - Assists with the completion of reports for NYSEd
5. Student Management
- Is responsible for planning, scheduling, record keeping and reporting for all pupil personnel service activities
  - Assists in the evaluation of all pupil personnel programs
  - Refers unresolved pupil problems to the Principal of P-TECH
6. Public Relations
- Organizes and conducts activities designed to recognize student achievement and program effectiveness (i.e., Induction Ceremony and Completion Ceremony)
  - Recruits and orients new business partners and students
7. Facilities
- Works collaboratively with the Principal of P-TECH to promote a safe and orderly environment for staff and students
8. Miscellaneous
- All other duties as assigned by the Assistant Superintendent of Instruction and Principal of P-TECH

### Other Specific Duties Related to Internship:

1. P-TECH Expansion
- Develops and implements phase II of P-TECH expansion plan
  - Coordinates student supports and supervision on the MVCC campus
2. Summer Bridge
- Coordinates Summer Bridge for incoming and returning P-TECH students.
  - Organizes, plans, and delivers Summer Bridge with P-TECH staff.



# Oneida-Herkimer-Madison BOCES


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

www.oneida-boces.org

Jamie M. Sitera  
Principal of Academic and Related Services  
T: 315.793.8580  
F: 315.223.4718  
jsitera@oneida-boces.org



## MEMORANDUM

To: Cooperative Board

From: Patricia N. Kilburn, Ed. D. 

Date: April 26, 2022

Re: Utica University External Clinical Agreement

Prepared by: Christopher Hill, Assistant Superintendent for Instructional Programs and Professional Learning   
Jamie Sitera, Principal of Academic and Related Services 

### Background

The Itinerant Academic and Related Services department at Oneida-Herkimer-Madison BOCES provides therapy services for BOCES Special Education Programs and component districts. The therapists and their assistants are responsible for all mandated services and the creation of goals and objectives for students' Individual Educational Plans.

### Discussion

In the past, Oneida-Herkimer-Madison BOCES has hosted unpaid student interns from Utica University (formerly Utica College) Student Clinical Programs. The current agreement expires in June 2022 and has been reviewed by legal counsel. The attached updated agreement covers the two year period June 1, 2022 through June 1, 2024.

### Recommendation

It is recommended that Oneida-Herkimer-Madison BOCES enter into an External Clinical Agreement for Student Clinical Programs with Utica University to begin in June 2022.

### Resolution

It is resolved that Oneida-Herkimer-Madison BOCES enters into an External Clinical Agreement with Utica University for the period June 1, 2022 through June 1, 2024.

**EXTERNAL CLINICAL AGREEMENT**

**BETWEEN**

**Oneida Herkimer Madison BOCES**

**AND**

**UTICA UNIVERSITY**

**THIS EXTERNAL CLINICAL AGREEMENT**, dated the June 1, 2022, is entered into by and between **Oneida Herkimer Madison BOCES**, located at Middle Settlement Road, New Hartford, NY 13413, (hereinafter "FACILITY/AGENCY"), and **UTICA UNIVERSITY**, an educational corporation operating pursuant to an absolute Charter granted by the Regents of the University of the State of New York, 1600 Burrstone Road, Utica, New York 13502 (hereinafter "COLLEGE").

**WHEREAS**, COLLEGE maintains a Program which awards degrees in Occupational Therapy/Physical Therapy/Nutrition/Wellness and Adventure Education/Social Work/Therapeutic Recreation (individually the "Student Clinical Program"); and

**WHEREAS**, as a prerequisite to the granting of said degrees in the Student Clinical Program, matriculated students at COLLEGE are required to perform on-site training as part of their clinical studies; and

**WHEREAS**, COLLEGE shall be responsible for curriculum planning, admission, administration, matriculation requirements and faculty appointments as required by law, the accrediting agency and each program; and

**WHEREAS**, FACILITY/AGENCY has the facilities for the instruction of on-site studies of said students; and

**WHEREAS**, FACILITY/AGENCY recognizes the need for and desires to aid in the educational development of the students, and is willing to make its facilities available for such purposes; and

**WHEREAS**, FACILITY/AGENCY shall provide clinical education learning experience and shall facilitate the students' professional growth through mutually agreed upon educational objectives and guidelines, as well as the selection of patients/clients for teaching purposes and educational assignments (hereinafter the "Student Clinical Program" or "Program"); and

**WHEREAS**, by executing this Agreement, COLLEGE and FACILITY/AGENCY propose to further the following Objectives: (1) to provide clinical/educational experience in terms of patient/client and related instruction for students enrolled in the Student Clinical Programs; (2) to improve the overall Student Clinical Program by providing opportunities for learning experiences that will progress the student to advanced levels of performance; and (3) to establish and operate a Student Clinical Program of the first rank; and

**WHEREAS**, the parties desire to set forth their respective rights and responsibilities under this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual benefits bestowed upon the parties to this Agreement, the amount and sufficiency of which are hereby acknowledged, it is agreed as follows:

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**1. TERM:**

This Agreement shall be for a period of two (2) years and shall commence at 12:00 a.m. on the 1<sup>st</sup> June 2022, and terminate at 11:59 p.m. on the 1<sup>st</sup> June 2024, unless sooner terminated in accordance with the terms and provisions of this Agreement. This Agreement shall be renewable for one (1) additional two (2) year period upon prior written notice by one party to the other, at least ninety (90) days, or such other time if mutually agreed in writing by the parties, prior to the expiration of the current term, of their intent to renew said Agreement. The party exercising its right to renew said Agreement may only renew the Agreement if it is not in default at the time it exercises said renewal. If said party is in default, the other party may notify said party that based upon the default it will not be renewing the Agreement. COLLEGE reserves the right to amend this Agreement in accordance with applicable law and/or at the time of renewal as needed.

**2. STUDENT CLINICAL PROGRAM PLACEMENT**

a. During the term of this Agreement, COLLEGE may place students at the FACILITY/AGENCY for Student Clinical Program(s). The exact start date and completion date for each Student Clinical Program shall be mutually agreed upon at least thirty (30) days prior to the start date of the Student Clinical Program, unless otherwise mutually agreed upon between the parties.

b. The number of students who participate each semester in the Program shall be mutually agreed upon at least forty-five (45) days prior to the start date of the Program, unless otherwise agreed between the parties in writing. The number of students shall not exceed those permitted under any State Authorization Reciprocity Agreement ("SARA") or as permitted by law.

c. At least one (1) month prior to the commencement of each students' individual Program, COLLEGE and FACILITY/AGENCY will develop a student clinical plan (hereinafter the "Plan") which shall include, but not be limited to: the length of the clinical experience, the learning objectives of the Plan, COLLEGE'S faculty point of contact, FACILITY/AGENCY'S point of contact, the clinical instructors and the details of any field work supervision, if applicable, for each Plan.

d. Neither party shall discriminate against any student, officer, employee, agent, and/or any party on the basis of age, race, creed, color, ethnic or national origin, religion, sex, pregnancy or pregnancy-related conditions, mental or physical disability, sexual orientation, military status, genetic characteristics or information, citizenship status, marital status, familial status, domestic violence victim status, previous criminal convictions or any other protected category under applicable local, state or federal law, rule or regulation.

e. Unless otherwise stated in this Agreement, students and faculty/clinical instructors of COLLEGE shall be considered students, and in the case of faculty/clinical instructors, employees, officers and/or agents of COLLEGE and not employees or agents of FACILITY/AGENCY for all purposes, including, but not limited to, of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding and/or Social Security, because of their participation in the Program. Each student is placed with FACILITY/AGENCY to receive clinical experience as a part of his or her academic curriculum. COLLEGE shall be responsible for establishing all curriculum obligations and said experience at FACILITY/AGENCY shall be performed under supervision of designated FACILITY/AGENCY officials. FACILITY/AGENCY shall retain the ultimate and sole responsibility for all patient/client care, as well as the oversight, supervision, direction and control of such care.

f. COLLEGE, its participating students and/or COLLEGE faculty/clinical instructors participating on-site in the Program, shall not be considered "Business Associates" as that term is defined under the Health Insurance Portability and Accountability Act of 1996, and any amendments thereto (hereinafter

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“HIPAA”). Students and/or on-site faculty participating in the Program shall be considered as members of the Facility/Agency’s “workforce” for the limited purpose of, and as that term is defined by, HIPAA, pursuant to 45 CFR §160.103, and any amendments thereto.

g. Any unique provisions required by law or by applicable licensing or accrediting bodies in the state where the FACILITY/AGENCY and/or School campus are located are set forth on **Exhibit A** attached hereto.

h. The FACILITY/AGENCY, COLLEGE and its faculty and other employees will comply with all applicable state and federal laws, rules and regulations regarding patient privacy and data security, including, but not limited to, the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. §1320 through d-8 (“HIPAA”), and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 C.F.R. parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164. The FACILITY/AGENCY and COLLEGE will inform Students of their obligation to comply with all applicable state and federal laws, rules and regulations regarding patient privacy including, but not limited to, HIPAA. COLLEGE will inform Students that they are required to comply with all FACILITY/AGENCY policies and procedures provided to COLLEGE by FACILITY/AGENCY regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the COLLEGE is a Business Associate, as described in the federal privacy regulations, or if the parties otherwise reasonably determine that COLLEGE will likely be so defined as a Business Associate under such federal privacy regulations, the parties will promptly agree upon such procedures and requirements relating to handling private health information as will ensure compliance with applicable governmental requirements and regulations.

### **3. COLLEGE RESPONSIBILITIES:**

a. Subject to any applicable laws, rules or regulations, including, but not necessarily limited to, the applicable mandates and restrictions set forth in HIPAA and the Family Educational Rights and Privacy Act of 1974 (hereinafter “FERPA”), including any respective amendments thereto, and pursuant to each Plan, forty-five (45) days prior to the commencement of the Program, COLLEGE shall provide FACILITY/AGENCY with the name of each proposed participating student and shall advise said student of all health/medical-related information required by FACILITY/AGENCY, if any, to be produced by student to FACILITY/AGENCY prior to the commencement of the Program as set forth on attached **Exhibit B**. Upon request by FACILITY/AGENCY, COLLEGE shall require student(s), as a condition of participation in the Program, to either forward any required health/medical-related information directly to FACILITY/AGENCY and/or to sign any necessary authorizations to enable FACILITY/AGENCY to receive such information directly from a physician and/or health-related institution.

b. Subject to any applicable laws, rules or regulations, including, but not necessarily limited to, the applicable mandates and restrictions of HIPAA and FERPA, including any respective amendments thereto, COLLEGE shall supply or require student, as a condition of participation in the Program, to supply reasonable and necessary information requested by FACILITY/AGENCY to further the student’s participation in the Program. Such information, if in addition to the requirements set forth herein, shall be mutually agreed upon and set forth in each individual student’s Plan or as set forth on attached **Exhibit C**.

c. COLLEGE shall place students in the Program who have satisfactorily completed the prerequisite didactic portion of the curriculum to participate in said Program.

d. To the extent permitted by law and not otherwise covered by applicable insurance, COLLEGE agrees to indemnify and hold FACILITY/AGENCY, its officers, employees and/or agents harmless from and against third party claims, demands, costs and expenses (including reasonable attorneys' fees and disbursements) and liabilities for bodily injury and property damage for or in connection with any negligent act or omission of COLLEGE, its officers, employees or agents acting within the scope of their duties arising from this Agreement, unless such act or omission was caused by FACILITY/AGENCY or was under the control or direction of FACILITY/AGENCY. This provision shall survive termination of this Agreement for a period of three (3) years from the date of termination.

- e. COLLEGE shall require student(s), as a condition of participating in said Program, to:
- (i) Follow the administrative policies, standards, and practices of the FACILITY/AGENCY which have been provided to the COLLEGE and the student during the Program. FACILITY/AGENCY shall provide COLLEGE and student(s) with copies of any such rules, policies and/or regulations prior to the commencement of the Program. COLLEGE shall have no liability for any acts, omissions, or negligence with respect to such rules, policies, or regulations if FACILITY/AGENCY fails to provide said documents;
  - (ii) To wear the necessary and appropriate attire required, but not necessarily provided, by FACILITY/AGENCY;
  - (iii) Provide their own transportation and living arrangements when not provided for by FACILITY/AGENCY;
  - (iv) Report to FACILITY/AGENCY on time and follow all established regulations during the regularly scheduled operating hours of FACILITY/AGENCY;
  - (v) Conform to the codes, standards and practices established by the individual clinical supervisor while training in FACILITY/AGENCY;
  - (vi) Obtain prior written approval of FACILITY/AGENCY and the COLLEGE before publishing any material relating to the Program and/or clinical education experience; and
  - (vii) Keep all confidential information obtained during the Program confidential and comply with all policies and regulations of COLLEGE and FACILITY/AGENCY, as well as all local, state and federal laws, including but not limited to the provisions of HIPAA.

#### **4. FACILITY/AGENCY RESPONSIBILITIES:**

a. FACILITY/AGENCY shall maintain complete records and reports on each student's performance and provide an evaluation of said student to COLLEGE on forms provided by COLLEGE. FACILITY/AGENCY agrees to treat all student records and information obtained from COLLEGE, student and/or otherwise obtained by FACILITY/AGENCY, confidentially, in accordance with and subject to the provisions of FERPA. FACILITY/AGENCY further agrees:

- (i) to use any “personally identifiable information” (as defined by FERPA) from student records only to meet the purpose(s) of the Program or as required by applicable law, and for the duration of the Program, as outlined in this Agreement;
- (ii) to limit any disclosures of such personally identifiable information only to individuals in FACILITY/AGENCY or COLLEGE who have a legitimate interest in the information consistent with their duties and the scope of the Program or as otherwise required or allowed by this Agreement, applicable law, subpoena or court order;
- (iii) to have in place controls and procedures, subject to inspection upon reasonable notice by COLLEGE, to ensure the protection of such personally identifiable information; and
- (iv) to return to COLLEGE all such personally identifiable information of student when the information is no longer needed for said purpose of study and destroy such personally identifiable information no later than six (6) months from the student’s completion of the Program or as mutually agreed to by the parties in writing.

b. FACILITY/AGENCY shall, on reasonable request, permit the inspection of the clinical facilities, services available for clinical experiences, student records, and such other items pertaining to the Program by COLLEGE or FACILITY/AGENCY, or by both, charged with the responsibilities for accreditation of the curriculum.

c. Upon COLLEGE’s request, FACILITY/AGENCY shall designate and submit in writing to COLLEGE the name and professional and academic credentials of all persons employed by FACILITY/AGENCY who they anticipate working with COLLEGE students in the Program on attached **Exhibit D**.

d. FACILITY/AGENCY shall notify COLLEGE in writing of any change or proposed change of the clinical coordinator.

e. To the extent permitted by law and not otherwise covered by applicable insurance, FACILITY/AGENCY agrees to indemnify and hold COLLEGE, its officers, employees and/or agents harmless from and against third party claims, demands, costs and expenses (including reasonable attorneys’ fees and disbursements) and liabilities for bodily injury and property damage for or in connection with any negligent act or omission of FACILITY/AGENCY, its officers, employees or agents acting within the scope of their duties arising from this Agreement, unless such act or omission was caused by COLLEGE or was under the control or direction of COLLEGE. To the extent permitted by law, the FACILITY/AGENCY shall also name UC as an additional insured. This provision shall survive termination of this Agreement for a period of three (3) years from the date of termination.

f. FACILITY/AGENCY agrees to provide emergency health care for illnesses or injuries resulting from the Program placement. Such emergency care will be provided at student’s/faculty’s/Clinical Instructor’s expense, unless as a result of FACILITY/AGENCY’S acts, omissions or negligence.

g. Unless exigent or public safety circumstances exist, FACILITY/AGENCY shall give COLLEGE at least three (3) business days notice of any proposed removal of a student participating in the Program to attempt a mutually agreeable resolution of the matter. In the event of immediate removal of a

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student due to actual or threatened public safety concerns or other exigent circumstances, FACILITY/AGENCY agrees to meet with COLLEGE in good faith and within a mutually agreeable time after any such removal to attempt a resolution of the matter.

h. FACILITY/AGENCY agrees to provide appropriate space, personnel and resources for the Student Clinical Program.

**5. LIABILITY INSURANCE COVERAGE/CLAIMS:**

a. Each party shall purchase and maintain, or show existing proof of, professional liability insurance in the minimum amounts of two million dollars (\$2,000,000.00) each claim/four million dollars (\$4,000,000.00) aggregate, per policy year, and general liability insurance with minimum limits of one million dollars (\$1,000,000.00) each person/three million dollars (\$3,000,000.00) each occurrence, combined bodily injury and property damage covering the insured Party and the activities of its faculty, employees, officers and agents. Said insurance shall be occurrence-based liability insurance (or the equivalent combination of claims made-based insurance with appropriate "tail" coverage). Each party shall provide the other with suitable insurance certificates to indicate such coverage and also include a thirty (30) day notice to the other of an event of cancellation, non-renewal or material change with respect to each policy.

b. Each student shall obtain and provide proof of professional liability insurance in the minimum amounts of two million dollars (\$2,000,000.00) per claim/four million dollars (\$4,000,000.00) aggregate, and their own health insurance coverage, prior to commencing the Program. This insurance must be maintained throughout the Program. Upon request, a certificate of professional liability insurance coverage will be supplied to the FACILITY/AGENCY prior to the student's arrival.

c. Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it, which could result in a claim for indemnification, defense and/or contribution pursuant to the terms of this Agreement. This section shall survive the termination of this Agreement.

**6. TERMINATION OF AGREEMENT:**

Either party may terminate this Agreement on one hundred and twenty (120) days prior written notice to the other party. Any student enrolled in a Program, and who is not in material breach of the terms of this Agreement at the time such notice is given, shall be permitted to complete said Program despite said notice.

**7. GOVERNING LAW:**

This Agreement shall be deemed to have been executed and delivered in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law rules or principles. All disputes arising out of this Agreement shall be resolved by a court of competent jurisdiction in the State of New York, and both parties consent to the exclusive jurisdiction and venue of the state and federal courts of the County of Oneida in the State of New York.

**8. NOTICE:**

Whenever, under the terms of this Agreement, notice is required or permitted to be given by any party or to any other party, such notice shall be deemed to have been sufficiently given if written, deposited in the United States mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given at the address hereinafter set forth. Either party may change its respective address by written notice in accordance with this paragraph.

If to FACILITY:

With a copy to:

Patricia N. Kilburn, Ed.D.  
District Superintendent  
Oneida Herkimer Madison BOCES  
Middle Settlement Road,  
New Hartford, NY 13413

If to COLLEGE:

Utica University  
Att: Andrew W. Beakman, Esq.  
Vice President Legal Affairs/General Counsel  
1600 Burrstone Road  
Utica, New York 13502

**9. MODIFICATIONS:**

This Agreement may not be amended or modified in any manner except by an instrument in writing signed by the Parties.

**10. SEVERABILITY:**

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such provisions shall be considered severable and the illegality, invalidity or unenforceability of any provision shall not affect the validity of any other provision, which shall continue in full force and effect, provided that the unenforceable or invalid provision is not material to the overall purpose or operation of this Agreement. If necessary in order to make the Agreement legal, valid and enforceable, the parties shall meet to confer upon an amendment or modification to the Agreement.

**11. WAIVER:**

The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself. Any failure of a party to enforce that party's right under any provision of this Agreement shall neither be construed, nor act, as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

**12. ASSIGNMENT:**

Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

**13. HEADINGS:**

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

**14. MISCELLANEOUS:**

a. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts together shall constitute one and the same Agreement.

b. This Agreement shall not be construed against either party because it may be responsible for drafting it or any provision therein.

c. The parties making, executing and delivering this Agreement have not been induced by any representations, statements, warranties or agreements other than those expressly set forth herein.

**15. FORCE MAJEURE:**

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption in service resulting, directly or indirectly, from events or actions wholly beyond either parties' control, including, but not limited to, so called Acts of God (other than medical or mental disability), civil or military authority, acts of public enemy, war, fires, explosions, earthquakes, floods, tornadoes, hurricanes, failure of transportation, strikes, or other such work interruptions of a similar nature beyond the reasonable control of either party.

**16. ENTIRE AGREEMENT:**

This Agreement, including any exhibits and addenda attached hereto, contains the sole and entire Agreement of the parties with respect to the subject matter hereof and no oral statement or written matter prior to the date of the Agreement shall have any force or effect.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties hereto on behalf of the academic programs of COLLEGE and FACILITY/AGENCY named below.

**FACILITY/AGENCY**

Oneida Herkimer Madison BOCES  
Middle Settlement Road,  
New Hartford, NY 13413

**UTICA UNIVERSITY**

1600 Burrstone Road  
Utica, NY 13502-4892

By: \_\_\_\_\_

Name: Patricia N. Kilburn, Ed.D.

Title: District Superintendent

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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





**EXHIBIT A**

Unique Provisions Required by Law or by Applicable  
Licensing or Accrediting Bodies Where  
FACILITY/AGENCY or School Campus is Located

**EXHIBIT B**

Health/Medical-Related Information Required By  
FACILITY/AGENCY

**EXHIBIT C**

Individual Student's Plan

**EXHIBIT D**

Clinical Instructors Providing Services




## Oneida-Herkimer-Madison BOCES

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

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

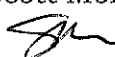
### MEMORANDUM

To: Cooperative Board

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

Date: April 26, 2022

Subject: Utica University Dietetics fieldwork agreement

Prepared by: Scott Morris/Kate Dorr  KP

#### **Background:**

The School Food Service Program at Oneida Herkimer Madison BOCES currently employs two Registered Dietitians; the Food Service Director, and the School Dietitian. To become a Registered Dietitian, an undergraduate degree in nutrition and dietetics must be completed, followed by a year long dietetic internship through an accredited program, college, or university. A long standing practice in the field of dietetics is for Registered Dietitians to act as preceptors for Dietetic Interns. For the past 12 years the Food Service Program has frequently hosted dietetic interns from multiple colleges and universities including SUNY Oneonta, Syracuse University, Utah State University, and most recently Utica University. The department offers a unique opportunity for dietetic interns to job shadow dietitians in a K-12 School Food Service setting. The time with OHM BOCES Food Service program meets the interns' competencies for a food service rotation and includes experiences such as recipe testing, menu planning, mock health inspections, plate waste studies, observation of administration of federal child nutrition programs, ordering, receiving, storing, preparing, and serving food and much more.

#### **Discussion:**

In the past, OHM BOCES has had unpaid Dietetics and Nutrition students from area colleges and universities. The Dietetics and Nutrition department at Utica University has approached us about having students perform on-site training under the direction/supervision of our Food Services Department.

**Recommendation:**

It is recommended that the Oneida-Herkimer-Madison BOCES approve the agreement with Utica University for Dietetics and Nutrition students to perform on-site training with the BOCES Food Services Department.

**Resolution:**

It is resolved that the Oneida-Herkimer-Madison BOCES enter into a fieldwork agreement with Utica University for on-site training with the BOCES Food Services Department.

Attached

**EXTERNAL CLINICAL AGREEMENT**

**BETWEEN**

**Oneida-Herkimer-Madison BOCES**

**AND**

**UTICA UNIVERSITY**

**THIS EXTERNAL CLINICAL AGREEMENT**, dated the 13th day of April, 2022, is entered into by and between Oneida-Herkimer-Madison BOCES, located at 4747 Middle Settlement Road New Hartford, NY 13413, (hereinafter "FACILITY/AGENCY"), and **UTICA UNIVERSITY**, an educational corporation operating pursuant to an absolute Charter granted by the Regents of the University of the State of New York, 1600 Burrstone Road, Utica, New York 13502 (hereinafter "UNIVERSITY").

**WHEREAS**, UNIVERSITY maintains a Program which awards degrees in Occupational Therapy/Physical Therapy/Nutrition/Wellness and Adventure Education/Social Work/Therapeutic Recreation (individually the "Student Clinical Program"); and

**WHEREAS**, as a prerequisite to the granting of said degrees in the Student Clinical Program, matriculated students at UNIVERSITY are required to perform on-site training as part of their clinical studies; and

**WHEREAS**, UNIVERSITY shall be responsible for curriculum planning, admission, administration, matriculation requirements and faculty appointments as required by law, the accrediting agency and each program; and

**WHEREAS**, FACILITY/AGENCY has the facilities for the instruction of on-site studies of said students; and

**WHEREAS**, FACILITY/AGENCY recognizes the need for and desires to aid in the educational development of the students, and is willing to make its facilities available for such purposes; and

**WHEREAS**, FACILITY/AGENCY shall provide clinical education learning experience and shall facilitate the students' professional growth through mutually agreed upon educational objectives and guidelines, as well as the selection of patients/clients for teaching purposes and educational assignments (hereinafter the "Student Clinical Program" or "Program"); and

**WHEREAS**, by executing this Agreement, UNIVERSITY and FACILITY/AGENCY propose to further the following Objectives: (1) to provide clinical/educational experience in terms of patient/client and related instruction for students enrolled in the Student Clinical Programs; (2) to improve the overall Student Clinical Program by providing opportunities for learning experiences that will progress the student to advanced levels of performance; and (3) to establish and operate a Student Clinical Program of the first rank; and

**WHEREAS**, the parties desire to set forth their respective rights and responsibilities under this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual benefits bestowed upon the parties to this Agreement, the amount and sufficiency of which are hereby acknowledged, it is agreed as follows:

**1. TERM:**

This Agreement shall be for a period of two (2) years and shall commence at 12:00 a.m. on the 13<sup>th</sup> day of April, 2022, and terminate at 11:59 p.m. on the 12<sup>th</sup> day of April, 2024, unless sooner terminated in accordance with the terms and provisions of this Agreement. This Agreement shall be renewable for one (1) additional two (2) year period upon prior written notice by one party to the other, at least ninety (90) days, or such other time if mutually agreed in writing by the parties, prior to the expiration of the current term, of their intent to renew said Agreement. The party exercising its right to renew said Agreement may only renew the Agreement if it is not in default at the time it exercises said renewal. If said party is in default, the other party may notify said party that based upon the default it will not be renewing the Agreement. UNIVERSITY reserves the right to amend this Agreement in accordance with applicable law and/or at the time of renewal as needed.

**2. STUDENT CLINICAL PROGRAM PLACEMENT**

a. During the term of this Agreement, UNIVERSITY may place students at the FACILITY/AGENCY for Student Clinical Program(s). The exact start date and completion date for each Student Clinical Program shall be mutually agreed upon at least thirty (30) days prior to the start date of the Student Clinical Program, unless otherwise mutually agreed upon between the parties.

b. The number of students who participate each semester in the Program shall be mutually agreed upon at least forty-five (45) days prior to the start date of the Program, unless otherwise agreed between the parties in writing. The number of students shall not exceed those permitted under any State Authorization Reciprocity Agreement ("SARA") or as permitted by law.

c. At least one (1) month prior to the commencement of each students' individual Program, UNIVERSITY and FACILITY/AGENCY will develop a student clinical plan (hereinafter the "Plan") which shall include, but not be limited to: the length of the clinical experience, the learning objectives of the Plan, UNIVERSITY'S faculty point of contact, FACILITY/AGENCY'S point of contact, the clinical instructors and the details of any field work supervision, if applicable, for each Plan.

d. Neither party shall discriminate against any student, officer, employee, agent, and/or any party on the basis of age, race, creed, color, ethnic or national origin, religion, sex, pregnancy or pregnancy-related conditions, mental or physical disability, sexual orientation, military status, genetic characteristics or information, citizenship status, marital status, familial status, domestic violence victim status, previous criminal convictions or any other protected category under applicable local, state or federal law, rule or regulation.

e. Unless otherwise stated in this Agreement, students and faculty/clinical instructors of UNIVERSITY shall be considered students, and in the case of faculty/clinical instructors, employees, officers and/or agents of UNIVERSITY and not employees or agents of FACILITY/AGENCY for all purposes, including, but not limited to, of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding and/or Social Security, because of their participation in the Program. Each student is placed with FACILITY/AGENCY to receive clinical experience as a part of his or her academic curriculum. UNIVERSITY shall be responsible for establishing all curriculum obligations and said experience at FACILITY/AGENCY shall be performed under supervision of designated FACILITY/AGENCY officials. FACILITY/AGENCY shall retain the ultimate and sole responsibility for all patient/client care, as well as the oversight, supervision, direction and control of such care.



f. UNIVERSITY, its participating students and/or UNIVERSITY faculty/clinical instructors participating on-site in the Program, shall not be considered "Business Associates" as that term is defined under the Health Insurance Portability and Accountability Act of 1996, and any amendments thereto (hereinafter "HIPAA"). Students and/or on-site faculty participating in the Program shall be considered as members of the Facility/Agency's "workforce" for the limited purpose of, and as that term is defined by, HIPAA, pursuant to 45 CFR §160.103, and any amendments thereto.

g. Any unique provisions required by law or by applicable licensing or accrediting bodies in the state where the FACILITY/AGENCY and/or School campus are located are set forth on **Exhibit A** attached hereto.

h. The FACILITY/AGENCY, UNIVERSITY and its faculty and other employees will comply with all applicable state and federal laws, rules and regulations regarding patient privacy and data security, including, but not limited to, the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. §1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 C.F.R. parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164. The FACILITY/AGENCY and UNIVERSITY will inform Students of their obligation to comply with all applicable state and federal laws, rules and regulations regarding patient privacy including, but not limited to, HIPAA. UNIVERSITY will inform Students that they are required to comply with all FACILITY/AGENCY policies and procedures provided to UNIVERSITY by FACILITY/AGENCY regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the UNIVERSITY is a Business Associate, as described in the federal privacy regulations, or if the parties otherwise reasonably determine that UNIVERSITY will likely be so defined as a Business Associate under such federal privacy regulations, the parties will promptly agree upon such procedures and requirements relating to handling private health information as will ensure compliance with applicable governmental requirements and regulations.

### **3. UNIVERSITY RESPONSIBILITIES:**

a. Subject to any applicable laws, rules or regulations, including, but not necessarily limited to, the applicable mandates and restrictions set forth in HIPAA and the Family Educational Rights and Privacy Act of 1974 (hereinafter "FERPA"), including any respective amendments thereto, and pursuant to each Plan, forty-five (45) days prior to the commencement of the Program, UNIVERSITY shall provide FACILITY/AGENCY with the name of each proposed participating student and shall advise said student of all health/medical-related information required by FACILITY/AGENCY, if any, to be produced by student to FACILITY/AGENCY prior to the commencement of the Program as set forth on attached **Exhibit B**. Upon request by FACILITY/AGENCY, UNIVERSITY shall require student(s), as a condition of participation in the Program, to either forward any required health/medical-related information directly to FACILITY/AGENCY and/or to sign any necessary authorizations to enable FACILITY/AGENCY to receive such information directly from a physician and/or health-related institution.

b. Subject to any applicable laws, rules or regulations, including, but not necessarily limited to, the applicable mandates and restrictions of HIPAA and FERPA, including any respective amendments thereto, UNIVERSITY shall supply or require student, as a condition of participation in the Program, to supply reasonable and necessary information requested by FACILITY/AGENCY to further the student's participation in the Program. Such information, if in addition to the requirements set forth herein,

shall be mutually agreed upon and set forth in each individual student's Plan or as set forth on attached **Exhibit C**.

c. UNIVERSITY shall place students in the Program who have satisfactorily completed the prerequisite didactic portion of the curriculum to participate in said Program.

d. To the extent permitted by law and not otherwise covered by applicable insurance, UNIVERSITY agrees to indemnify and hold FACILITY/AGENCY, its officers, employees and/or agents harmless from and against third party claims, demands, costs and expenses (including reasonable attorneys' fees and disbursements) and liabilities for bodily injury and property damage for or in connection with any negligent act or omission of UNIVERSITY, its officers, employees or agents acting within the scope of their duties arising from this Agreement, unless such act or omission was caused by FACILITY/AGENCY or was under the control or direction of FACILITY/AGENCY. This provision shall survive termination of this Agreement for a period of three (3) years from the date of termination.

e. UNIVERSITY shall require student(s), as a condition of participating in said Program, to:

- (i) Follow the administrative policies, standards, and practices of the FACILITY/AGENCY which have been provided to the UNIVERSITY and the student during the Program. FACILITY/AGENCY shall provide UNIVERSITY and student(s) with copies of any such rules, policies and/or regulations prior to the commencement of the Program. UNIVERSITY shall have no liability for any acts, omissions, or negligence with respect to such rules, policies, or regulations if FACILITY/AGENCY fails to provide said documents;
- (ii) To wear the necessary and appropriate attire required, but not necessarily provided, by FACILITY/AGENCY;
- (iii) Provide their own transportation and living arrangements when not provided for by FACILITY/AGENCY;
- (iv) Report to FACILITY/AGENCY on time and follow all established regulations during the regularly scheduled operating hours of FACILITY/AGENCY;
- (v) Conform to the codes, standards and practices established by the individual clinical supervisor while training in FACILITY/AGENCY;
- (vi) Obtain prior written approval of FACILITY/AGENCY and the UNIVERSITY before publishing any material relating to the Program and/or clinical education experience; and
- (vii) Keep all confidential information obtained during the Program confidential and comply with all policies and regulations of UNIVERSITY and FACILITY/AGENCY, as well as all local, state and federal laws, including but not limited to the provisions of HIPAA.

#### **4. FACILITY/AGENCY RESPONSIBILITIES:**

a. FACILITY/AGENCY shall maintain complete records and reports on each student's performance and provide an evaluation of said student to UNIVERSITY on forms provided by UNIVERSITY. FACILITY/AGENCY agrees to treat all student records and information obtained from UNIVERSITY, student and/or otherwise obtained by FACILITY/AGENCY, confidentially, in accordance with and subject to the provisions of FERPA. FACILITY/AGENCY further agrees:

- (i) to use any "personally identifiable information" (as defined by FERPA) from student records only to meet the purpose(s) of the Program or as required by applicable law, and for the duration of the Program, as outlined in this Agreement;
- (ii) to limit any disclosures of such personally identifiable information only to individuals in FACILITY/AGENCY or UNIVERSITY who have a legitimate interest in the information consistent with their duties and the scope of the Program or as otherwise required or allowed by this Agreement, applicable law, subpoena or court order;
- (iii) to have in place controls and procedures, subject to inspection upon reasonable notice by UNIVERSITY, to ensure the protection of such personally identifiable information; and
- (iv) to return to UNIVERSITY all such personally identifiable information of student when the information is no longer needed for said purpose of study and destroy such personally identifiable information no later than six (6) months from the student's completion of the Program or as mutually agreed to by the parties in writing.

b. FACILITY/AGENCY shall, on reasonable request, permit the inspection of the clinical facilities, services available for clinical experiences, student records, and such other items pertaining to the Program by UNIVERSITY or FACILITY/AGENCY, or by both, charged with the responsibilities for accreditation of the curriculum.

c. Upon UNIVERSITY's request, FACILITY/AGENCY shall designate and submit in writing to UNIVERSITY the name and professional and academic credentials of all persons employed by FACILITY/AGENCY who they anticipate working with UNIVERSITY students in the Program on attached **Exhibit D**.

d. FACILITY/AGENCY shall notify UNIVERSITY in writing of any change or proposed change of the clinical coordinator.

e. To the extent permitted by law and not otherwise covered by applicable insurance, FACILITY/AGENCY agrees to indemnify and hold UNIVERSITY, its officers, employees and/or agents harmless from and against third party claims, demands, costs and expenses (including reasonable attorneys' fees and disbursements) and liabilities for bodily injury and property damage for or in connection with any negligent act or omission of FACILITY/AGENCY, its officers, employees or agents acting within the scope of their duties arising from this Agreement, unless such act or omission was caused by UNIVERSITY or was under the control or direction of UNIVERSITY. To the extent permitted by law, the FACILITY/AGENCY shall also name UC as an additional insured. This provision shall survive termination of this Agreement for a period of three (3) years from the date of termination.

f. FACILITY/AGENCY agrees to provide emergency health care for illnesses or injuries resulting from the Program placement. Such emergency care will be provided at student's/faculty's/Clinical Instructor's expense, unless as a result of FACILITY/AGENCY'S acts, omissions or negligence.

g. Unless exigent or public safety circumstances exist, FACILITY/AGENCY shall give UNIVERSITY at least three (3) business days notice of any proposed removal of a student participating in the Program to attempt a mutually agreeable resolution of the matter. In the event of immediate removal of a student due to actual or threatened public safety concerns or other exigent circumstances, FACILITY/AGENCY agrees to meet with UNIVERSITY in good faith and within a mutually agreeable time after any such removal to attempt a resolution of the matter.

h. FACILITY/AGENCY agrees to provide appropriate space, personnel and resources for the Student Clinical Program.

**5. LIABILITY INSURANCE COVERAGE/CLAIMS:**

a. Each party shall purchase and maintain, or show existing proof of, professional liability insurance in the minimum amounts of two million dollars (\$2,000,000.00) each claim/four million dollars (\$4,000,000.00) aggregate, per policy year, and general liability insurance with minimum limits of one million dollars (\$1,000,000.00) each person/three million dollars (\$3,000,000.00) each occurrence, combined bodily injury and property damage covering the insured Party and the activities of its faculty, employees, officers and agents. Said insurance shall be occurrence-based liability insurance (or the equivalent combination of claims made-based insurance with appropriate "tail" coverage). Each party shall provide the other with suitable insurance certificates to indicate such coverage and also include a thirty (30) day notice to the other of an event of cancellation, non-renewal or material change with respect to each policy.

b. Each student shall obtain and provide proof of professional liability insurance in the minimum amounts of two million dollars (\$2,000,000.00) per claim/four million dollars (\$4,000,000.00) aggregate, and their own health insurance coverage, prior to commencing the Program. This insurance must be maintained throughout the Program. Upon request, a certificate of professional liability insurance coverage will be supplied to the FACILITY/AGENCY prior to the student's arrival.

c. Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it, which could result in a claim for indemnification, defense and/or contribution pursuant to the terms of this Agreement. This section shall survive the termination of this Agreement.

**6. TERMINATION OF AGREEMENT:**

Either party may terminate this Agreement on one hundred and twenty (120) days prior written notice to the other party. Any student enrolled in a Program, and who is not in material breach of the terms of this Agreement at the time such notice is given, shall be permitted to complete said Program despite said notice.

**7. GOVERNING LAW:**

This Agreement shall be deemed to have been executed and delivered in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law rules or principles. All disputes arising out of this Agreement shall be resolved by a court of competent jurisdiction in the State of New York, and both parties consent to the exclusive jurisdiction and venue of the state and federal courts of the County of Oneida in the State of New York.

**8. NOTICE:**

Whenever, under the terms of this Agreement, notice is required or permitted to be given by any party or to any other party, such notice shall be deemed to have been sufficiently given if written, deposited in the United States mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given at the address hereinafter set forth. Either party may change its respective address by written notice in accordance with this paragraph.

If to FACILITY/AGENCY:

With a copy to:

Oneida-Herkimer-Madison BOCES

\_\_\_\_\_

4747 Middle Settlement Road

\_\_\_\_\_

New Hartford, NY 13413

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If to UNIVERSITY:

Utica University

Att: Andrew W. Beakman, Esq.

Vice President Legal Affairs/General Counsel

1600 Burrstone Road

Utica, New York 13502

**9. MODIFICATIONS:**

This Agreement may not be amended or modified in any manner except by an instrument in writing signed by the Parties.

**10. SEVERABILITY:**

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such provisions shall be considered severable and the illegality, invalidity or unenforceability of any provision shall not affect the validity of any other provision, which shall continue in full force and effect, provided that the unenforceable or invalid provision is not material to the overall purpose or operation of this Agreement. If necessary in order to make the Agreement legal, valid and enforceable, the parties shall meet to confer upon an amendment or modification to the Agreement.

**11. WAIVER:**

The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself. Any failure of a party to enforce that party's right under any provision of this Agreement shall

neither be construed, nor act, as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

**12. ASSIGNMENT:**

Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

**13. HEADINGS:**

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

**14. MISCELLANEOUS:**

a. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts together shall constitute one and the same Agreement.

b. This Agreement shall not be construed against either party because it may be responsible for drafting it or any provision therein.

c. The parties making, executing and delivering this Agreement have not been induced by any representations, statements, warranties or agreements other than those expressly set forth herein.

**15. FORCE MAJEURE:**

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption in service resulting, directly or indirectly, from events or actions wholly beyond either parties' control, including, but not limited to, so called Acts of God (other than medical or mental disability), civil or military authority, acts of public enemy, war, fires, explosions, earthquakes, floods, tornadoes, hurricanes, failure of transportation, strikes, or other such work interruptions of a similar nature beyond the reasonable control of either party.

**16. ENTIRE AGREEMENT:**

This Agreement, including any exhibits and addenda attached hereto, contains the sole and entire Agreement of the parties with respect to the subject matter hereof and no oral statement or written matter prior to the date of the Agreement shall have any force or effect.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties hereto on behalf of the academic programs of UNIVERSITY and FACILITY/AGENCY named below.

**FACILITY/AGENCY**

Oneida-Herkimer-Madison BOCES  
4747 Middle Settlement Road

New Hartford, NY 13413

By: \_\_\_\_\_

Name: Patricia N. Kilburn, Ed.D.

Title: District Superintendent

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

**UTICA UNIVERSITY**

1600 Burrstone Road  
Utica, NY 13502-4892

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

THIS CONTRACT WAS INITIATED BY (UC Program/Coord): Erin Kelly, MA, RD  
Dietetics and Nutrition Program Director

**EXHIBIT A**

Unique Provisions Required by Law or by Applicable  
Licensing or Accrediting Bodies Where  
FACILITY/AGENCY or School Campus is Located



**EXHIBIT B**

Health/Medical-Related Information Required By  
FACILITY/AGENCY

**EXHIBIT C**

Individual Student's Plan

**EXHIBIT D**

Clinical Instructors Providing Services




## Oneida-Herkimer-Madison BOCES

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



### MEMORANDUM

TO: Cooperative Board

FROM: Patricia N. Kilburn, Ed.D. 

DATE: April 25, 2022

SUBJECT: Perch Place, LLC contract

PREPARED BY: Christopher Hill   
Kevin Healy 

#### Background

Perch Place R4K (Ready For Kindergarten) is a partnership between Perch Place LLC, local schools, parents, and community organizations. R4K Family School Navigators engage local resources ensuring children start school ready to learn.

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

#### Discussion

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

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

Options for staffing include:

### Family School Navigator (FSN)

The FSNs role is to focus on the needs of the incoming children, parents, and the home life. FSNs work to eliminate barriers for all members of the family. If parents' issues are addressed, the children will benefit as a result. The FSNs responsibilities include, but are not limited to:

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

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

### **Recommendation**

It is recommended that the Cooperative Board adopt the service contract for Perc Place for the remainder of the 2021-2022 school year in addition to the 2022-2023 school year and make their services available to our component districts through the Community School Resources CoSer.

### **Resolution**

The Cooperative Board approves the agreement between Perc Place, LLC and the Oneida-Herkimer-Madison BOCES effective immediately.

# **READY FOR KINDERGARTEN (R4K) SERVICES**

Powered by Perch Place, LLC

**Memorandum of Understanding**  
**Between**  
*Perch Place, LLC*  
**And**  
*Oneida-Herkimer-Madison*  
**BOCES**  
**For the**  
*Ready For Kindergarten (R4K) Initiative*  
*Family School Navigator*

## **1. PURPOSE**

This Memorandum of Understanding (*MOU*) confirms an understanding and outlines the terms of cooperation between Perch Place, LLC and the Oneida-Herkimer-Madison BOCES (BOCES) for the R4K Family School Navigator (*FSN*) from July 1, 2022, through June 30, 2023.

## **2. SUMMARY**

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

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

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

## **3. TERM**

This Agreement shall be deemed effective between July 1, 2022, through June 30, 2023 (the "Term"), unless terminated earlier as provided herein. Either party shall have the right to terminate this Agreement upon sixty (60) days advance written notice to the other party.

## UNDERSTANDING OF THE ROLES AND/OR COMMITMENTS OF THE PARTIES

### 4. A. Role of Perch Place, LLC in the R4K Initiative:

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

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

#### B. Role of OHM BOCES in the R4K Initiative.

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

### 6. CONFIDENTIALITY OF STUDENT RECORDS

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

confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.

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

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."
- e. Child Abuse, Neglect, and Maltreatment: Notwithstanding any other provision of this Agreement, the AGENCY shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- f. The Parties agree that all records must be available for a period of years that is in compliance with LGS-1 Records Retention & Disposition Schedule (<http://www.archives.nysed.gov/records/local-government-record-schedule/lgs-1-title-page>) and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. Records related to student discipline must be kept for a minimum of three (3) years after the student reaches the age of eighteen (18).
- g. Responsibility for any and all communication with parents of participating students regarding the assessment and evaluation of students' needs during provision of services shall be the sole responsibility of the SCHOOL. From time to time, staff may be required to deliver professional opinions; however, these shall be delivered under the terms of this Agreement, strictly to and for the benefit of the BOCES staff involved.

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

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

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

#### **8. MODIFICATION**

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

#### **9. FORCE MAJEURE**

Neither party shall be liable for any failure or delay in or termination of its performance



under this Agreement due to causes which are beyond its reasonable control, including, but not limited to, an act of nature, pandemic, act of civic or military authority, fire, epidemic, flood, riot, war, strikes or labor disputes, failure of equipment, failure of software, failure of telecommunications lines, power outages, failure or downtime of data network carriers or internet access providers, sabotage, terrorism, USPS mail delivery delays, and governmental action (referred to herein as "Force Majeure"). Either party shall have the right to terminate the Agreement immediately upon written notice to the other of any Force Majeure event and shall not be liable for any obligations under this Agreement upon such termination. The parties stipulate that a Force Majeure event shall include building closures or other impacts of the novel coronavirus COVID-19 pandemic, which is ongoing as of the date of the execution of this Agreement.

#### **10. INSURANCE**

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

#### **11. INDEMNIFICATION**

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

#### **12. NO SPECIAL DUTY**

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

#### **13. INDEPENDENT CONTRACTOR STATUS**

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

#### **14. ADVICE OF COUNSEL**

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

**15. GOVERNING LAW**

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

**16. SEVERABILITY**

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

**17. ASSIGNMENT**

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

**18. ENTIRE AGREEMENT**

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

**19. PERIMETERS OF CONFIDENTIALITY**

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


**AGENCY PRIMARY CONTACT INFORMATION**

**Perch Place, LLC:**

Robin M. Robinson, President  
10985 Wild River Run  
Remsen, New York 13438

**OHM BOCES:**

Patricia N. Kilburn, District Superintendent  
4747 Middle Settlement Road  
New Hartford, New York 13413

  
\_\_\_\_\_  
Robin M. Robinson, President  
Perch Place, LLC

4/25/2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Patricia N. Kilburn, District Superintendent  
OHM BOCES

\_\_\_\_\_  
Date

## **Appendix A: Parents Bill of Rights for Data Privacy and Security**

Pursuant to Education Law Section 2-D, school districts and BOCES are now required to publish, on their websites, a parent's bill of rights for data privacy and security and to include such information with every contract a school district enters into with a third party contractor where the third party contractor receives student data or teacher or principal data.

1. A student's personally identifiable information cannot be sold or released for any commercial or marketing purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by the BOCES. This right of inspection is consistent with the requirements of the Family Educational Rights and Privacy Act (FERPA). In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record. NYSED will develop policies and procedures pertaining to this right sometime in the future.
3. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State will be available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to have complaints about possible privacy breaches of student data addressed. Complaints can be made to: Mr. Christopher Hill, Assistant Superintendent for Instructional Services, 4747 Middle Settlement Road, New Hartford, NY 13413-0070. Phone 315-793-8643. E-mail [chill@oneida-boces.org](mailto:chill@oneida-boces.org). Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, e-mail to [CPO@mail.nysed.gov](mailto:CPO@mail.nysed.gov). The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.

For purposes of further ensuring confidentiality and security of student data — as well as the security of personally-identifiable teacher or principal data — the Parents' Bill of Rights (above) and the following supplemental information must be included in each contract that a school district or BOCES enters into with a third-party contractor with access to this information:

1. the exclusive purposes for which the student data, or teacher or principal data, will be used;
2. how the third party contractor will ensure that the subcontractors, persons, or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
3. when the agreement with the third party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
4. if and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
5. where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

This bill of rights is subject to change based on regulations of the Commissioner of Education and the NYSED chief privacy officer.

## Appendix B

### Parents' Bill of Rights – 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 United Way Mohawk Valley (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and the Oneida-Herkimer-Madison BOCES (the “BOCES”) commencing on the date set forth above (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 Part 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. Upon the expiration of the underlying agreement without a successor Agreement in place, Contractor shall retain all Confidential Data previously received in electronic format or paper for the record retention period defined in the underlying agreement, and all of Contractor’s obligations to maintain the security and privacy of that information shall remain in force and effect for that period of time. At the end of the record retention period, Contractor shall ensure that no copy, summary or extract of the shared data or any related work papers are retained on any storage medium whatsoever by Contractor, its subcontractors or assignees, or the aforementioned secure data center facilities.
- 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’ 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 School District’s APPR Plan. Unless otherwise required by the 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 in a secure data facility located in the continental United States. 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.

**Appendix C**  
**Third-Party Data Security and Privacy Plan**

[See Attached PDF]

## DATA SECURITY AND PRIVACY PLAN

**WHEREAS**, the OHM BOCES (hereinafter "BOCES") and Perch Place, LLC (hereinafter "Contractor") entered into an agreement dated July 1, 2022 (hereinafter "Agreement") for Ready For Kindergarten (R4K) Initiative Family School Navigator Services (hereinafter "Services").

**WHEREAS**, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the BOCES.

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the BOCES Data Security and Privacy Policy in the following way(s):

- Train staff.
- Add data security language to internal/external documents.
- Abide by data security and privacy requirements along with internal policies.

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

- 2 factor authentication.
- 256 bit encryption.
- HIPPA, FERPA and NYS 2D policies in place.

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the BOCES Parents Bill of Rights for Data Privacy and Security and will comply with same.

- a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.
- c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the BOCES, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.

- d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.
- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:

*Specify date of each training*

Staff privileged to student and/or teacher and principal data will be trained on federal, state and local confidentiality by OHM staff before working in the school district and on an annual basis. Dates of training are based upon hire date.

5. Subcontractors (check one):

Contractor shall not utilize subcontractors.

Contractor shall utilize subcontractors. Contractor shall manage the relationships and contracts with such subcontractors in the following ways in order to ensure personally identifiable information is protected:

Any and all subcontractors will not receive any student and/or teacher and principal data until trained by OHM and Perch Place/R4K staff on federal, state and local confidentiality when hired and on an annual basis.

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:

*Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the BOCES.*

- Staff are provided laptops with bitlocker for use in schools and at home, no personal equipment should be utilized.
- 256 encrypted back-up (weekly), Total Solutions identifies computer breaches.
- School staff should notify R4K immediately if there is a perceived student data breach on behalf of our staff, so that internal changes can be addressed and BOCES is notified.

7. Termination of Agreement.

a. Within 30 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

b.  Within 30 days of termination of the Agreement, Contractor shall  Return all data to the BOCES using \_\_\_\_\_; OR



Transition all data to a successor contractor designated by the BOCES  
in writing using \_\_\_\_\_.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of 7/1/2022.

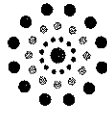
CONTRACTOR:

Perch Place, LLC Parent Company of R4K Services

By: Robin M. Robinson

Title: President

*Robin M. Robinson*  
4/11/2022




# Oneida-Herkimer-Madison BOCES

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

www.oneida-boces.org

## MEMORANDUM



To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 

Date: April 8, 2022

Subject: Consultant Committee Membership

- New membership

Prepared by: Christopher Hill   
David Stayton 

### **Background:**

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

### **Discussion:**

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

### **Recommendation:**

The Career and Technical Education staff recommends the approval of three members, Raymond Tucker, Joseph Michalski and Larry Snow to the Electricity Consultant Committee for the term of 3/30/22 to 3/30/25.

### **Resolution:**

The Cooperative Board recommends the approval of three members, Raymond Tucker, Joseph Michalski and Larry Snow to the Electricity Consultant Committee for the term of 3/30/22 to 3/30/25.

Attachment  
DS/clg