



## Oneida-Herkimer-Madison BOCES

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

# AGENDA

Cooperative Board Regular Meeting

**January 12, 2022 4:30 p.m.**

The Howard D. Mettelman Learning Center and  
Virtually via Zoom Video Conference.  
Middle Settlement Road, New Hartford, New York

### Draft Timeline

- 4:30** I. Call to Order
- II. Pledge of Allegiance
- 4:35** III. Recognition
- IV. Recognition of Visitors
- V. Communications
- A. From the Floor
- Tour Requests
- B. Correspondence
- VI. District Superintendent Reports
- District Superintendent Update
  - Career Based Education Presentation
  - CTE Programming Update

- VII. A. Approval of the Minutes of the Regular Meeting of December 8, 2021 (page 11)

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

B. Financial Report (page 29)

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

C. Personnel Report (page 51)

a. Resignations

1. Teaching/Certified Staff

b. Appointments

1. Teaching/Certified Staff

- a. Recommendation for Probationary Appointment(s)
- b. Recommendation for Part-Time Appointment(s)
- c. Recommendation for Temporary Appointment(s)
- d. Recommendation for Decrease in FTE

2. Non-Instructional/Classified Staff

- a. Recommendation for Provisional Appointment(s)
- b. Recommendation for Part-Time Appointment(s)
- c. Recommendation for Temporary Appointment(s)
- d. Recommendation for Permanent Appointment(s)

c. Stipends

1. Teaching/Certified Staff

D. Action Items (page 69)

1. Approval of Creation of Video Production Technician Position
2. Approval of Salveo Healthcare Solutions Contract
3. Approval of Shared Decision Making (CR100.11) Biennial Report

4. Approval of Board Policy 1101 Public Complaints; 1103 Solicitation of Charitable Donations from Children on OHM BOCES Premises; 1200 Policy on Constitutionally Protected Prayer in the Schools; 1300 Records Management and Access; 1400 Policy for Handling and Disseminating Identifying Information Received Regarding Sex Offenders; 6202 Drug and Alcohol Testing (Transportation); 6303 Employee Assistance Program (EAP). Delete Policy: 6202 Drug and Alcohol Testing. **(First Reading)**
5. Approval of Contracts

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

- A. Board Committees Follow-Up
- B. Mentoring Follow-Up

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

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

**7:30**          Adjournment

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

**FOR THE MONTH ENDING NOVEMBER 2021**

**BANK BALANCES BY FUND:**

FUND	BANK	TYPE	BEGINNING BALANCE	PLUS RECEIPTS	MINUS DISBURSE	ENDING BALANCE
CAPITAL	JPM/CHASE	MMKT	7,890.99	0.32	-	7,891.31
GENERAL	JPM/CHASE	MMKT	7,502,237.61	5,486,165.97	5,620,586.82	7,367,816.76
GENERAL-MULTI C/D	JPM/CHASE	CHECK	3,019,564.19	2,874,865.95	2,872,173.54	3,022,256.60
GENERAL-MULTI C/R	JPM/CHASE	CHECK	949,570.76	5,725,560.67	5,401,181.79	1,273,949.64
GENERAL-LEARNING	JPM/CHASE	CHECK	7,178.62	1,152.24	8,000.00	330.86
GENERAL-MULTI C/R	NBT	MMKT	7,832.86	2,223.60	-	10,056.46
LUNCH-MULTI C/D	JPM/CHASE	CHECK	-	264,534.15	264,534.15	-
LUNCH-MULTI C/R	JPM/CHASE	CHECK	1,753.74	2,422.20	3,955.74	220.20
LUNCH C/R	JPM/CHASE	CHECK	2,564.90	6,047.35	8,000.00	612.25
LUNCH-MULTI C/R	NBT	MMKT	18,191.39	16,606.71	22,000.00	12,798.10
SPEC AID-MULTI C/R	NBT	MMKT	-	-	-	-
SPEC AID-MULTI C/R	JPM/CHASE	CHECK	763.25	-	763.25	-
SPEC AID-MULTI C/D	JPM/CHASE	CHECK	-	1,763.90	1,763.90	-
TRUST/CM SCHOL	NBT	MMKT	-	-	-	-
TRUST/CM SCHOL	JPM/CHASE	MMKT	74,061.51	3.02	-	74,064.53
EXTRA-CURRICULAR	JPM/CHASE	MMKT	13,132.40	423.21	224.89	13,330.72
<b>TOTAL CASH</b>			<b>11,604,742.22</b>	<b>14,381,769.29</b>	<b>14,203,184.08</b>	<b>11,783,327.43</b>

**TOTAL CASH BY FUND:**

CAPITAL	7,891.31
GENERAL	11,674,410.32
SCHOOL LUNCH	13,630.55
SPECIAL AID	-
TRUST/AGENCY	74,064.53
EXTRA-CURRICULAR	13,330.72
<b>TOTAL</b>	<b>11,783,327.43</b>

**TOTAL CASH BY BANK:**

JPM/CHASE	11,673,077.62
NBT	110,249.81
<b>TOTAL</b>	<b>11,783,327.43</b>

**CHECKING RECONCILIATION:**

BANK BALANCE	OUTSTANDING CHECKS	ENDING BALANCE
3,319,666.91	297,410.31	3,022,256.60

**CERTIFICATION:**

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

*Christine Turczyn*  
CHRISTINE TURCZYN TREASURER

*Michele North*  
MICHELE NORTH DEPUTY TREASURER

VII B. 1.  
Acceptance of Report of  
the Treasurer, November  
January 12, 2022

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

BOARD MEETING PRESENTATION  
 30-Nov-21

CHECKING ACCOUNT - NBT BANK		CLUB ACCOUNT BALANCES	
BALANCE: BEGINNING OF THE MONTH	\$ 13,132.40	FUTURE FARMERS OF AMERICA	\$ 7,041.12
PLUS: RECEIPTS	\$ 423.21	SKILLS USA	\$ 3,692.67
LESS: EXPENDITURES	<u>\$ (224.89)</u>	P-TECH	2,396.50
BALANCE: END OF MONTH	<u>\$ 13,330.72</u>	SALES TAX	<u>\$ 200.43</u>
		ACCOUNT TOTALS, END OF MONTH	<u>\$ 13,330.72</u>
BANK RECONCILIATION			
BALANCE PER BANK STATEMENT	\$ 13,506.37		
PLUS: DEPOSITS IN TRANSIT			
LESS: OUTSTANDING CHECKS	<u>\$ (175.65)</u>		
RECONCILED BALANCES	<u>\$ 13,330.72</u>		
		CASH: END OF MONTH	<u>\$ 13,330.72</u>

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

  
 TREASURER, EXTRA-CURRICULAR ACTIVITY FUND

RECONCILING ITEMS

DEPOSITS IN TRANSIT

DATE

AMOUNT

OUTSTANDING CHECKS

CHECK NUMBER

AMOUNT

1235	65.00
1272	50.00
1280	60.65

TOTAL

\_\_\_\_\_

TOTAL

\$ 175.65

# ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 11/30/2021

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	731,895.18	3,054,254.87	0.00
002	CAPITAL/RENT EXPENDITURES		3,151,643.02	-10,973.77	3,140,669.25	942,200.82	2,198,468.43	0.00
101	OCCUPATIONAL EDUCATION		7,068,932.00	118,827.07	7,187,759.07	2,045,036.85	5,028,045.06	0.00
102	ADULT EDUCATION		37,130.00	0.00	37,130.00	11,139.00	25,991.00	0.00
103	SECONDARY OCC ED/MADISON BOCES		0.00	22,118.00	22,118.00	6,635.40	15,482.60	0.00
107	OCCUPATIONAL EDUCATION-HANDICAPPED		542,754.00	-63,714.60	479,039.40	160,466.40	318,573.00	0.00
109	OCC. ED./MADISON BOCES		0.00	19,108.00	19,108.00	5,254.70	13,853.30	0.00
201	8:1:2 PROGRAM		7,705,050.00	42,710.18	7,747,760.18	2,296,063.80	5,443,957.28	1,845.90
202	INTENSE MGMT NEEDS/MADISON BOCES		0.00	59,454.00	59,454.00	17,836.20	41,617.80	0.00
203	12:1:1 ADJUSTMENT PROGRAM		1,088,196.00	294,438.45	1,382,634.45	340,650.30	1,041,984.15	0.00
204	12:1:1 MILD/MODERATE PROGRAM		2,821,009.00	-316,428.31	2,504,580.69	828,255.30	1,675,325.39	0.00
205	SPECIAL CLASS: OPTION 2/MADISON BOCE		0.00	545,152.80	545,152.80	130,054.70	415,098.10	0.00
206	TRANSITIONAL PLNG & IMPLEMENTATION		378,329.00	173,362.13	551,691.13	127,308.32	424,382.81	0.00
209	12:1:4 DEV/MD PROGRAM		4,961,271.00	1,407,001.13	6,368,272.13	1,474,401.45	4,888,785.68	0.00
214	SPECIAL ED. OPTION III/MADISON BOCES		0.00	424,779.75	424,779.75	155,586.91	269,192.84	0.00
216	6:1:2 PROGRAM		2,193,436.00	283,530.74	2,476,966.74	681,049.19	1,783,305.38	1,009.79
221	6:1:1 HERKIMER BOCES		0.00	90,000.00	90,000.00	27,000.00	63,000.00	0.00
222	SPECIAL CLASS: OPTION 3/MADISON BOCE		0.00	229,327.90	229,327.90	85,830.56	143,497.34	0.00
229	ELEM IMN 6:1:2.5/MADISON		0.00	490,418.00	490,418.00	130,051.28	360,366.72	0.00
303	ART		167,427.40	0.00	167,427.40	50,228.22	117,199.18	0.00
305	GUIDANCE		248,027.00	38,158.00	286,185.00	84,371.58	201,813.42	0.00
306	TECHNOLOGY		75,352.20	0.00	75,352.20	22,605.66	52,746.54	0.00
308	PHYSICAL EDUCATION		40,922.00	0.00	40,922.00	12,276.60	28,645.40	0.00
310	NURSE PRACTITIONER		370,963.20	0.00	370,963.20	111,288.96	259,674.24	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	17,312.40	40,395.60	0.00
313	SCHOOL PSYCHOLOGIST		333,260.00	-140,245.00	193,015.00	58,564.12	134,375.88	0.00
314	SCHOOL SOCIAL WORKER		427,084.80	-142,361.60	284,723.20	85,416.96	199,306.24	0.00
315	SPEECH IMPROVEMENT		618,351.90	42,049.20	660,401.10	196,485.09	463,916.01	0.00
316	VISUALLY IMPAIRED		196,172.65	-84,797.21	111,375.44	33,412.66	77,962.78	0.00
317	COMPUTER INSTRUCTION		71,528.89	0.00	71,528.89	21,458.67	50,070.22	0.00
318	DEAF		254,786.40	-113,238.40	141,548.00	44,265.92	97,282.08	0.00
321	PHYS. THERAPY		156,304.20	-12,023.40	144,280.80	43,284.24	100,996.56	0.00
322	OCCUPATIONAL THERAPY		271,671.78	7,212.52	278,884.30	80,673.43	198,210.87	0.00
325	HOME ECONOMICS		224,796.00	-102,180.00	122,616.00	36,784.80	85,831.20	0.00
326	ENGLISH/SECOND LANG. INTSR.		607,968.00	28.57	607,996.57	182,390.40	425,577.60	0.00
332	CURRICULUM SUPERVISION COORDINATION		0.00	48,929.00	48,929.00	9,800.83	39,128.17	0.00
338	MUSIC TEACHER		249,006.80	-133,396.50	115,610.30	33,126.80	82,483.50	0.00
339	FRENCH		88,550.40	-44,275.20	44,275.20	13,282.56	30,992.64	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: 11/30/2021

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	7,499.00	7,499.00	1,865.90	5,280.10	0.00
346 AUDIOLOGY/OSWEGO BOCES			0.00	120,846.55	120,846.55	36,149.13	84,697.42	0.00
349 SPEECH/HERKIMER BOCES			0.00	14,421.45	14,421.45	4,326.44	10,095.01	0.00
350 OCC. THERAPY/HERK. BOCES			0.00	4,059.00	4,059.00	1,217.70	2,841.30	0.00
351 PHYS THERAPY/HERK. BOCES			0.00	0.00	0.00	1,707.50	0.00	1,707.50
352 TEACH. AIDE 1:1/HERK. BOCES			0.00	30,800.00	30,800.00	9,240.00	21,560.00	0.00
355 General Supervision			0.00	-42,579.25	79,098.75	21,902.04	51,104.76	0.00
357 BILINGUAL/ESL ITINERANT MADISON BOCE			0.00	20,860.00	20,860.00	6,258.00	14,602.00	0.00
402 EXPLOR. ENRICHMENT/JEFF LEWIS BOCES			0.00	5,220.00	5,220.00	1,160.00	4,060.00	0.00
405 PERFORMING ARTS			65,125.50	54,992.17	120,117.67	31,017.31	87,973.19	0.00
408 ALTERNATIVE EDUCATION			5,805,693.00	-55,190.46	5,750,502.54	1,777,889.40	3,955,440.60	0.00
410 HOSPITAL BASED/ONONDAGA BOCES			0.00	8,748.00	8,748.00	5,563.48	6,706.80	3,522.28
411 ALTERNATIVE H.S. EQUIV			69,192.00	-69,192.00	0.00	20,757.60	0.00	20,757.60
415 PORTABLE PLANETARIUM			3,347.64	0.00	3,347.64	1,004.29	2,343.35	0.00
417 GED - EA - MADISON BOCES			140,700.00	1,422.80	142,122.80	42,422.86	99,699.94	0.00
420 REGIONAL PROGRAM EXCELLENCE			137,550.00	14,078.74	151,628.74	43,956.00	102,564.00	0.00
424 EXPLORATORY ENRICHMENT/ROCKLAND BOCE			0.00	61,897.50	61,897.50	0.00	61,897.50	0.00
426 Distance Learning			0.00	42,352.00	42,352.00	12,310.65	30,041.35	0.00
428 SUMMER SCHOOL			661,180.00	-162,010.10	499,169.90	163,311.76	332,343.24	0.00
438 DISTANCE LEARNING			3,347,920.58	-591,117.87	2,756,802.71	761,412.71	1,692,149.84	720.00
479 DL SYNERGY VIRTUAL HS/CITI BOCES			0.00	92,000.00	92,000.00	0.00	92,000.00	0.00
502 EDUCATIONAL COMMUNICATIONS			1,011,326.77	28,861.49	1,040,188.26	273,733.89	616,551.39	6,201.80
504 TECHNICAL REPAIR SERVICE			788,684.19	72,652.16	861,336.35	217,721.83	505,436.28	0.00
505 PRINTING			1,242,969.00	-454,929.89	788,039.11	224,637.86	535,643.29	0.00
507 PRINTING/MADISON			0.00	1,262.59	1,262.59	0.00	1,262.59	0.00
509 SCH. CURR/CAYUGA BOCES			0.00	25,239.96	25,239.96	9,060.38	17,667.93	1,488.35
510 LEARNING TECHNOLOGY			2,676,591.58	2,178,221.86	4,854,813.44	1,468,138.11	2,355,499.47	0.00
511 SCH. CURR./CAPITAL REGION			0.00	3,113.25	3,113.25	933.98	2,179.27	0.00
514 MODEL SCHOOLS-MADISON BOCES			310,991.00	-22,028.00	288,963.00	86,688.90	202,274.10	0.00
515 COMMON LEARNING OBJ-MADISON BOCES			1,917,970.00	3,040,914.17	4,958,884.17	761,130.26	4,197,753.91	0.00
518 SCIENCE KITS			1,256,744.60	145,784.06	1,402,528.66	376,973.47	857,967.43	0.00
520 SCH CURR./MADISON BOCES			0.00	495.00	495.00	88.89	406.11	0.00
521 SCHOOL CURRICULUM IMPROVEMENT SERVIC			965,848.80	495,086.68	1,460,935.48	417,016.17	1,018,626.69	0.00
538 MODEL SCHOOLS			292,127.35	-4,079.61	288,047.74	82,241.19	191,896.16	0.00
543 HRD/SFTWARE/OSWEGO BOCES			0.00	5,093.28	5,093.28	0.00	5,093.28	0.00
545 COMMUNITY SCHOOL RESOURCES			0.00	702,900.00	702,900.00	125,720.84	577,179.16	0.00
547 CDOS CREDENTIAL MGT SYS OSWEGO BOCES			0.00	2,817.47	2,817.47	735.00	2,082.47	0.00
555 SUPERINTENDENT EVAL/ERIE 2 BOCES			0.00	0.00	0.00	2,210.00	0.00	2,210.00
560 CPSE			136,320.00	187.98	136,507.98	40,896.00	95,424.00	0.00
571 INSTRCTNL TECHNOLOGY/ORANGE-JULSTER B			0.00	1,212.20	1,212.20	0.00	1,212.20	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: 11/30/2021

Fiscal Year: 2022

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
574 SABA (SCHOOL AND BUSINESS ALLIANCE)			588,067.00	-297,233.63	290,833.37	80,335.20	187,448.80	0.00
575 VOCATIONAL ASSESSMENT			11,964.00	541.79	12,505.79	3,589.20	8,374.80	0.00
576 LIBRARY MEDIA SERVICE			733,430.06	69,661.90	803,091.96	224,733.98	530,683.91	0.00
578 LIBRARY AUTOMATION - MADISON BOCES			171,522.50	2,642.00	174,164.50	52,193.85	121,970.65	0.00
601 COMPUTER SERVICES - MADISON BOCES			5,752,354.00	4,209,637.64	9,961,991.64	2,921,888.54	7,040,103.10	0.00
602 NEGOTIATIONS - MADISON BOCES			388,172.00	-56,077.60	332,094.40	98,328.15	233,766.25	0.00
603 SCHOOL COMMUNICATIONS			463,191.62	13,719.97	476,911.59	135,764.01	316,258.04	224.89
604 CENTRAL BUSINESS OFFICE			330,657.76	-8,796.32	321,861.44	94,789.12	215,812.89	0.00
607 STAFF DEVELOPMENT - BUS DRIVERS			12,325.00	0.00	12,325.00	3,697.50	8,627.50	0.00
609 PLANNING SER: MANAGEMENT OCM BOCES			55,720.00	-483.00	55,237.00	16,571.79	38,665.90	0.69
610 TELEPHONE INTERCONNECT			2,830,279.57	-1,649,189.35	1,181,090.22	244,212.41	566,193.92	0.00
611 REGIONAL BUS MAINTENANCE-MADISON BOC			188,242.00	-1,242.00	187,000.00	56,100.00	130,900.00	0.00
612 HEALTH COORDINATION/HERKIMER BOCES			11,977.00	282.00	12,259.00	3,677.70	8,581.30	0.00
613 FACILITY SERVICES			52,932.00	1,545.65	54,477.65	15,879.60	37,052.40	0.00
615 POLICY PLANNING ERIE I			11,094.00	614.60	11,708.60	3,512.58	8,196.02	0.00
616 EMPLOYEE ASSISTANCE PROGRAM			16,536.00	0.00	16,536.00	4,960.80	11,575.20	0.00
617 TEACHER RECRUITING SERVICE			0.00	4,507.38	4,507.38	1,352.22	3,155.16	0.00
618 EMPLOYEE BENEFIT COORDINATION			119,055.00	2,769.65	121,824.65	35,716.50	83,338.50	0.00
619 COOPERATIVE BIDDING-HERKIMER BOCES			23,949.00	1,551.00	25,500.00	7,650.00	17,850.00	0.00
620 SAFETY COORDINATOR			768,241.40	27,638.39	795,879.79	229,530.48	521,381.00	1,030.50
621 COORDINATION OF INSURANCE MANAGEMENT			6,750.00	218.07	6,968.07	2,025.00	4,725.00	0.00
622 REGIONAL BUS RADIOS - MADISON BOCES			9,584.00	112.00	9,696.00	2,907.72	6,788.28	0.00
623 STATE AID PLANNING - QUESTAR III BOC			0.00	43,415.00	43,415.00	12,769.78	30,645.22	0.00
625 SUBSTITUTE TEACHER SERVICE			166,920.00	3,855.29	170,775.29	50,076.00	116,844.00	0.00
626 CENTRAL SCHOOL FOOD MANAGEMENT			625,955.00	21,558.72	647,513.72	187,786.50	438,168.50	0.00
627 RECORDS RETENTION			99,360.00	28,718.17	128,078.17	37,630.11	87,803.61	0.00
628 TELECOMMUNICATIONS			301,524.24	119,838.30	421,362.54	333,682.16	211,066.96	231,224.88
631 COOPERATIVE BID/MAD. BOCES			17,125.00	718.72	17,843.72	5,353.11	12,490.61	0.00
632 HEALTH CARE COORD./DELAWARE BOC			0.00	20,796.00	20,796.00	6,915.59	14,557.20	676.79
633 GASB 45 PLING/QUESTAR III			24,752.00	0.00	24,752.00	7,425.60	17,326.40	0.00
634 STAFF DEV BD OF ED - HERKIMER BOCES			13,302.00	0.00	13,302.00	3,990.60	9,311.40	0.00
636 GASB 45 PLANNING/CLINTON-ESSEX			15,450.00	-11,460.00	3,990.00	1,197.00	2,793.00	0.00
637 FIXED ASSET INVENTORY/QUESTAR III			15,348.00	7,163.00	22,511.00	6,745.52	15,765.48	0.00
639 TRANSP./MADISON BOCES			11,359.00	-9,838.00	1,521.00	338.00	1,183.00	0.00
640 DRUG TESTING/JEFF-LEWIS BOCES			20,704.00	-853.00	19,851.00	5,955.30	13,895.70	0.00
641 ON-LINE APPL./PUTNAM BOCES			43,544.00	128.00	43,672.00	13,101.60	30,570.40	0.00
646 MEDICAID REIMBURSEMENT/MADISON BOCES			36,907.50	1,043.72	37,951.22	11,460.49	26,490.73	0.00
649 ACA COMPLIANCE/MADISON BOCES			0.00	15,896.00	15,896.00	4,768.80	11,127.20	0.00
650 TESTING - NYS ALT ADDMT-CAP REGION B			0.00	79,800.00	79,800.00	23,940.00	55,860.00	0.00
651 SCRIC/BROOME BOCES			49,625.00	-1,616.92	48,008.08	12,810.49	35,197.59	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: 11/30/2021  
Fiscal Year: 2022

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
			15,000.00	-15,000.00	0.00	0.00	0.00	0.00
652	FACILITIES SVCS/MADISON BOCES							
655	SPECIAL ED AID ASSISTANCE SVC		0.00	23,640.00	23,640.00	7,092.00	16,548.00	0.00
656	EMPLOYEE RELATIONS/ONC BOCES		0.00	17,524.00	17,524.00	5,257.20	12,266.80	0.00
<b>Total GENERAL FUND</b>			<b>73,239,222.55</b>	<b>11,578,839.88</b>	<b>84,818,062.43</b>	<b>23,343,140.64</b>	<b>58,994,706.43</b>	<b>272,903.61</b>

**Selection Criteria**

Criteria Name: Shared: REV RPT FOR BD/MONTH Modified  
As Of Date: 11/30/2021  
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: 11/30/2021

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	43,851.84	3,612,180.04	624,607.63	894,702.56	2,092,869.85
002 CAPITAL/RENT EXPENDITURES		3,151,643.02	-10,973.77	3,140,669.25	2,935,784.14	204,885.11	0.00
101 OCCUPATIONAL EDUCATION		5,169,524.77	107,960.93	5,277,485.70	1,205,157.39	3,729,922.67	342,405.64
103 SECONDARY OCC ED/MADISON BOCES		0.00	22,118.00	22,118.00	4,202.42	0.00	17,915.58
105 SUMMER COSMETOLOGY		14,280.00	0.00	14,280.00	15,924.78	0.00	-1,644.78
107 OCCUPATIONAL EDUCATION-HANDICAPPED		722,572.00	38,461.79	761,033.79	134,498.24	524,263.01	102,272.54
109 OCC. ED./MADISON BOCES		0.00	19,108.00	19,108.00	3,726.06	0.00	15,381.94
201 8:1:2 PROGRAM		5,096,874.47	70,403.48	5,167,277.95	890,748.52	3,628,510.26	648,019.17
202 INTENSE MGMT NEEDS/MADISON BOCES		0.00	59,454.00	59,454.00	11,296.26	0.00	48,157.74
203 12:1:1 ADJUSTMENT PROGRAM		636,736.67	410,179.72	1,046,916.39	119,793.57	432,914.83	494,207.99
204 12:1:1 MILD/MODERATE PROGRAM		1,298,736.02	105,140.08	1,403,876.10	234,945.59	958,969.47	209,961.04
205 SPECIAL CLASS: OPTION 2/MADISON BOCES		0.00	545,152.80	545,152.80	78,852.12	0.00	466,300.68
206 TRANSITIONAL PLNG & IMPLEMENTATION		353,473.00	173,362.13	526,835.13	53,763.45	2,487.50	470,584.18
209 12:1:4 DEV/MD PROGRAM		3,263,241.22	554,424.09	3,817,665.31	509,102.89	2,115,761.91	1,192,800.51
214 SPECIAL ED. OPTION III/MADISON BOCES		0.00	424,779.75	424,779.75	99,000.11	0.00	325,779.64
216 6:1:2 PROGRAM		1,518,621.14	242,610.00	1,761,231.14	278,766.32	998,854.46	483,610.36
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	27,000.00	0.00	63,000.00
222 SPECIAL CLASS: OPTION 3/MADISON BOCES		0.00	229,327.90	229,327.90	53,763.53	0.00	175,564.37
225 ELEM IMN 6:1:2.5/MADISON		0.00	490,418.00	490,418.00	84,161.37	0.00	406,256.63
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	44,947.91	191,208.14	6,997.05
305 GUIDANCE		237,642.60	38,158.00	275,800.60	56,184.95	200,343.40	19,272.25
306 TECHNOLOGY		114,017.20	0.00	114,017.20	25,303.28	86,872.29	1,841.63
308 PHYSICAL EDUCATION		77,850.00	0.00	77,850.00	14,807.31	56,598.28	6,444.41
310 NURSE PRACTITIONER		402,955.20	0.00	402,955.20	91,676.42	291,334.75	19,944.03
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	0.00	63,534.00	0.00
313 SCHOOL PSYCHOLOGIST		502,635.40	-245,485.00	257,150.40	106,460.96	226,025.97	-75,336.53
314 SCHOOL SOCIAL WORKER		416,922.00	-53,385.60	363,536.40	86,992.02	301,647.60	-25,103.22
315 SPEECH IMPROVEMENT		596,384.90	42,049.20	638,434.10	129,541.29	462,289.19	46,603.62
316 VISUALLY IMPAIRED		190,581.05	-84,797.21	105,783.84	21,707.39	86,861.76	-2,785.31
317 COMPUTER INSTRUCTION		84,234.76	0.00	84,234.76	19,024.01	55,802.73	9,408.02
318 DEAF		246,798.40	-113,238.40	133,560.00	26,413.07	107,930.68	-783.75
321 PHYS. THERAPY		151,112.00	-12,023.40	139,088.60	28,666.29	108,457.14	1,965.17
322 OCCUPATIONAL THERAPY		260,388.73	7,212.52	267,601.25	52,320.66	210,928.03	4,352.56
325 HOME ECONOMICS		274,920.80	-79,678.50	195,242.30	34,486.05	111,746.96	49,009.29
326 ENGLISH/SECOND LANG. INTSR.		665,219.70	28.57	665,248.27	143,952.82	516,810.46	4,484.99
332 CURRICULUM SUPERVISION COORDINATION		0.00	48,929.00	48,929.00	24,248.00	0.00	24,681.00
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: 11/30/2021  
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	-133,396.50	248,820.00	48,813.85	201,418.81	-1,412.66
339	FRENCH	85,355.20	-44,275.20	41,080.00	0.00	0.00	41,080.00
345	SHARED BUSINESS OFFICIAL	0.00	7,499.00	7,499.00	9,587.34	0.00	-2,088.34
346	AUDIOLOGY/OSWEGO BOCES	0.00	120,846.55	120,846.55	24,099.42	12,093.40	84,653.73
349	SPEECH/HERKIMER BOCES	0.00	14,421.45	14,421.45	4,326.44	0.00	10,095.01
350	OCC. THERAPY/HERK. BOCES	0.00	4,059.00	4,059.00	1,217.70	0.00	2,841.30
352	TEACH. AIDE 1:1/HERK. BOCES	0.00	30,800.00	30,800.00	9,240.00	0.00	21,560.00
355	General Supervision	116,678.00	-42,579.25	74,098.75	24,478.31	46,896.66	2,723.78
357	BILINGUAL/ESL ITINERANT MADISON BOCES	0.00	20,860.00	20,860.00	3,963.40	0.00	16,896.60
402	EXPLOR. ENRICHMENT/JEFF LEWIS BOCES	0.00	5,220.00	5,220.00	5,742.00	0.00	-522.00
405	PERFORMING ARTS	64,324.50	54,696.69	119,021.19	21,412.58	64,060.17	33,548.44
408	ALTERNATIVE EDUCATION	4,862,994.31	-126,125.64	4,736,868.67	947,944.91	3,204,760.42	584,163.34
410	HOSPITAL BASED/ONONDAGA BOCES	0.00	8,748.00	8,748.00	0.00	4,428.00	4,320.00
411	ALTERNATIVE H.S. EQUIV	69,084.00	-69,192.00	-108.00	12,301.27	44,454.72	-56,863.99
415	PORTABLE PLANETARIUM	3,347.64	0.00	3,347.64	0.00	0.00	3,347.64
417	GED - EA - MADISON BOCES	140,700.00	1,422.80	142,122.80	26,022.63	0.00	116,100.17
420	REGIONAL PROGRAM EXCELLENCE	126,709.00	13,990.60	140,699.60	37,466.30	89,178.83	14,054.47
424	EXPLORATORY ENRICHMENT/ROCKLAND BOCES	0.00	61,897.50	61,897.50	0.00	12,379.50	49,518.00
426	Distance Learning	0.00	42,352.00	42,352.00	7,929.61	0.00	34,422.39
428	SUMMER SCHOOL	627,696.00	-162,639.39	465,056.61	652,977.74	44,782.30	-232,703.43
438	DISTANCE LEARNING	3,231,630.82	-552,985.52	2,678,645.30	561,561.79	1,472,787.39	644,296.12
479	DL SYNERGY VIRTUAL HS/CITI BOCES	0.00	92,000.00	92,000.00	0.00	11,500.00	80,500.00
502	EDUCATIONAL COMMUNICATIONS	967,520.00	28,861.49	996,381.49	286,193.35	479,623.09	230,565.05
504	TECHNICAL REPAIR SERVICE	1,112,123.34	75,100.34	1,187,223.68	271,681.42	505,408.64	410,133.62
505	PRINTING	1,251,571.99	-375,602.86	875,969.13	276,727.69	501,618.35	97,623.09
507	PRINTING/MADISON	0.00	1,262.59	1,262.59	0.00	0.00	1,262.59
509	SCH. CURR./CAYUGA BOCES	0.00	25,239.96	25,239.96	2,757.69	2,021.54	20,460.73
510	LEARNING TECHNOLOGY	2,586,780.19	2,268,863.38	4,855,643.57	1,204,854.42	2,012,840.01	1,637,949.14
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	54,902.97	0.00	234,060.03
515	COMMON LEARNING OBJ-MADISON BOCES	1,917,970.00	3,040,914.17	4,958,884.17	1,364,999.26	0.00	3,593,884.91
518	SCIENCE KITS	1,169,660.07	145,224.06	1,314,884.13	387,819.33	615,491.47	311,573.33
520	SCH CURR./MADISON BOCES	0.00	495.00	495.00	76.00	0.00	419.00
521	SCHOOL CURRICULUM IMPROVEMENT SERVICE	976,258.79	557,622.71	1,533,881.50	446,820.78	514,675.39	572,385.33
538	MODEL SCHOOLS	274,602.73	131,860.11	406,462.84	136,423.02	220,997.69	49,042.13
543	HRD/SFTWARE/OSWEGO BOCES	0.00	5,093.28	5,093.28	0.00	5,093.28	0.00
545	COMMUNITY SCHOOL RESOURCES	0.00	639,000.00	639,000.00	153,700.00	485,300.00	0.00
547	CDOS CREDENTIAL MGT SYS OSWEGO BOCES	0.00	2,817.47	2,817.47	490.00	612.47	1,715.00
560	CPSE	119,023.00	187.98	119,210.98	30,261.94	79,600.23	9,348.81
571	INSTRCTNL TECHNOLOGY/ORANGE-JLSTER BOCES	0.00	1,212.20	1,212.20	0.00	1,212.20	0.00

**ONEIDA HERKIMER MADISON BOCES**

Budget Status Report As Of: 11/30/2021  
Fiscal Year: 2022

**Fund: A GENERAL FUND**

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
574 SABA (SCHOOL AND BUSINESS ALLIANCE)		565,555.00	-297,725.07	267,829.93	98,330.01	222,578.73	-53,078.81
575 VOCATIONAL ASSESSMENT		29,185.00	541.79	29,726.79	0.00	541.79	29,185.00
576 LIBRARY MEDIA SERVICE		703,485.38	69,181.90	772,667.28	414,146.70	147,801.58	210,719.00
578 LIBRARY AUTOMATION - MADISON BOCES		171,522.50	2,642.00	174,164.50	33,056.11	0.00	141,108.39
601 COMPUTER SERVICES - MADISON BOCES		5,752,354.00	4,209,637.64	9,961,991.64	3,565,170.13	0.00	6,396,821.51
602 NEGOTIATIONS - MADISON BOCES		388,172.00	-56,077.60	332,094.40	62,200.10	0.00	269,894.30
603 SCHOOL COMMUNICATIONS		662,393.24	8,421.46	670,814.70	195,474.50	445,867.51	29,472.69
604 CENTRAL BUSINESS OFFICE		315,465.76	-9,482.56	305,983.20	92,324.26	160,480.08	53,178.86
607 STAFF DEVELOPMENT - BUS DRIVERS		12,325.00	0.00	12,325.00	2,795.00	0.00	9,530.00
609 PLANNING SER: MANAGEMENT OCM BOCES		55,720.00	-483.00	55,237.00	5,523.70	11,047.40	38,665.90
610 TELEPHONE INTERCONNECT		2,848,960.46	-1,649,189.35	1,199,771.11	308,702.05	543,352.84	347,716.22
611 REGIONAL BUS MAINTENANCE-MADISON BOCES		188,242.00	-1,242.00	187,000.00	35,530.00	0.00	151,470.00
612 HEALTH COORDINATION/HERKIMER BOCES		11,977.00	282.00	12,259.00	3,677.70	0.00	8,581.30
613 FACILITY SERVICES		113,396.00	1,545.65	114,941.65	30,143.47	32,752.31	52,045.87
615 POLICY PLANNING ERIE I		11,094.00	614.60	11,708.60	4,809.59	0.00	6,899.01
616 EMPLOYEE ASSISTANCE PROGRAM		22,611.00	0.00	22,611.00	8,375.40	11,420.94	2,814.66
617 TEACHER RECRUITING SERVICE		0.00	4,507.38	4,507.38	0.00	0.00	4,507.38
618 EMPLOYEE BENEFIT COORDINATION		182,931.00	2,249.37	185,180.37	44,193.81	55,793.97	85,192.59
619 COOPERATIVE BIDDING-HERKIMER BOCES		23,949.00	1,551.00	25,500.00	7,650.00	0.00	17,850.00
620 SAFETY COORDINATOR		874,987.81	27,009.90	901,997.71	241,991.28	545,028.04	114,978.39
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	1,842.24	0.00	7,853.76
623 STATE AID PLANNING - QUESTAR III BOCES		0.00	43,415.00	43,415.00	40,795.00	0.00	2,620.00
625 SUBSTITUTE TEACHER SERVICE		152,121.33	3,855.29	155,976.62	59,985.11	69,883.13	26,108.38
626 CENTRAL SCHOOL FOOD MANAGEMENT		659,809.00	20,603.78	680,412.78	177,079.82	285,985.47	217,347.49
627 RECORDS RETENTION		102,550.00	28,518.40	131,068.40	23,324.75	29,355.69	78,387.96
628 TELECOMMUNICATIONS		335,491.99	119,838.30	455,330.29	75,588.00	138,348.53	241,393.76
631 COOPERATIVE BID/MAD. BOCES		17,125.00	718.72	17,843.72	3,390.31	0.00	14,453.41
632 HEALTH CARE COORD./DELAWARE BOC		0.00	20,796.00	20,796.00	4,159.20	2,079.60	14,557.20
633 GASB 45 PLNG/QUESTAR III		24,752.00	0.00	24,752.00	4,950.40	0.00	19,801.60
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	1,330.00	332.52	2,327.48
637 FIXED ASSET INVENTORY/QUESTAR III		15,348.00	7,163.00	22,511.00	4,502.20	0.00	18,008.80
639 TRANSP./MADISON BOCES		11,359.00	-9,838.00	1,521.00	288.99	0.00	1,232.01
640 DRUG TESTING/JEFF-LEWIS BOCES		20,704.00	-853.00	19,851.00	5,910.25	3,436.50	10,504.25
641 ON-LINE APPL./PUTNAM BOCES		43,544.00	128.00	43,672.00	4,367.20	4,367.20	34,937.60
646 MEDICAID REIMBURSEMENT/MADISON BOCES		36,907.50	1,043.72	37,951.22	6,636.70	0.00	31,314.52
649 ACA COMPLIANCE/MADISON BOCES		0.00	15,896.00	15,896.00	3,020.24	0.00	12,875.76
650 TESTING - NYS ALT ADDMT-CAP REGION BOCES		0.00	79,800.00	79,800.00	26,600.00	0.00	53,200.00
651 SCRIB/BROOME BOCES		49,625.00	-1,616.92	48,008.08	48,008.08	0.00	0.00

**ONEIDA HERKIMER MADISON BOCES**

Budget Status Report As Of: 11/30/2021

Fiscal Year: 2022

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
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	4,728.00	0.00	18,912.00
656 EMPLOYEE RELATIONS/ONC BOCES		0.00	17,524.00	17,524.00	5,257.20	1,752.40	10,514.40
701 OPERATIONS & MAINTENANCE		2,759,193.00	0.00	2,759,193.00	1,410,425.66	1,076,132.04	272,635.30
702 SPECIAL EDUCATION ADMINISTRATION		922,557.81	23,881.45	946,439.26	254,746.34	493,876.28	197,816.64
703 PROGRAM TRANSPORTATION		253,390.92	0.00	253,390.92	5,333.84	109,700.01	138,357.07
704 CENTRAL SUPERVISION		341,545.82	11,897.24	353,443.06	104,638.92	183,900.00	64,904.14
706 GENERAL ITINERANT SUPERVISION		240,689.30	-15,546.02	225,143.28	67,589.26	102,946.91	54,607.11
707 TRANSITION PLANNING SERVICE		72,095.00	0.00	72,095.00	9,664.66	34,392.91	28,037.43
708 TEACHING ASSISTANT		926,996.00	189,533.71	1,116,529.71	108,173.59	487,116.93	521,239.19
709 RESEARCH AND DEVELOPMENT		152,511.00	68,096.44	220,607.44	72,733.40	81,617.86	66,256.18
713 INFO & TECH SUPERVISION		535,524.55	-226,968.78	308,555.77	81,644.81	140,947.15	85,963.81
715 Speech Therapy - Related Service		865,089.20	-117,420.60	747,668.60	167,320.47	629,864.32	-49,516.19
716 Visually Impaired - Related Service		59,133.60	15,843.99	74,977.59	2,964.50	13,073.35	58,939.74
718 Hearing Impaired - Related Service		7,285.00	0.00	7,285.00	0.00	0.00	7,285.00
720 PHYSICAL THERAPY - RELATED SERVICE		168,312.60	39,190.67	207,503.27	40,701.63	133,669.95	33,131.69
721 School Social Worker		1,290,344.00	5,015.78	1,295,359.78	209,769.20	853,459.43	232,131.15
722 Occupational Therapy		319,853.05	26,483.52	346,336.57	66,742.73	230,064.23	49,529.61
<b>Total GENERAL FUND</b>		<b>73,239,222.55</b>	<b>11,578,839.88</b>	<b>84,818,062.43</b>	<b>23,557,252.78</b>	<b>34,486,083.39</b>	<b>26,774,726.26</b>

**ONEIDA HERKIMER MADISON BOCES**

Revenue Status Report As Of: 11/30/2021

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	65,841.26	1,272,942.74	
791.000-1445-000	791.000	Other Food Sales-Invoices	137,000.47	0.00	137,000.47	31,207.85	105,792.62	
791.000-2401-000	791.000	Interest & Profits on Dep	4,000.00	0.00	4,000.00	0.00	4,000.00	
791.000-2650-000	791.000	Sale of Scrap, Waste & Excess	0.00	0.00	0.00	0.00		
791.000-2770-000	791.000	Other Unclassified Revenue	15,000.00	0.00	15,000.00	15,133.61	3,052,672.56	133.61
791.000-3190-000	791.000	State Aid - Lunch Program	4,127,600.00	0.00	4,127,600.00	1,074,927.44	385,548.00	
791.000-3190-001	791.000	Surplus Food/Warehouse/Inv	385,548.00	0.00	385,548.00	0.00	4,820,955.92	133.61
<b>791.000 Service Subtotal</b>			<b>6,007,932.47</b>	<b>0.00</b>	<b>6,007,932.47</b>	<b>1,187,110.16</b>	<b>4,820,955.92</b>	<b>133.61</b>
<b>Total SCHOOL LUNCH FUND</b>			<b>6,007,932.47</b>	<b>0.00</b>	<b>6,007,932.47</b>	<b>1,187,110.16</b>	<b>4,820,955.92</b>	<b>133.61</b>

**Selection Criteria**

Criteria Name: Shared: LUNCH EOM RPT Modified  
As Of Date: 11/30/2021  
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: 11/30/2021  
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	559,995.96	0.00	1,536,574.04
791-2860-200	EQUIPMENT	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
791-2860-301	SUPPLIES - FOOD	2,000,000.00	0.00	2,000,000.00	628,845.86	1,419,814.35	-48,660.21
791-2860-302	SUPPLIES - OTHER	95,000.00	0.00	95,000.00	41,980.69	86,713.31	-33,694.00
791-2860-303	SURPL FOOD/WRHOUSE/INV	380,000.00	0.00	380,000.00	0.00	0.00	380,000.00
791-2860-307	SUPPLIES - NO KID HUNGRY	9,500.00	0.00	9,500.00	9,022.50	0.00	477.50
791-2860-400	MISC CONTR	45,000.00	0.00	45,000.00	12,705.18	47,890.37	-15,595.55
791-2860-401	TRAVEL	3,300.00	0.00	3,300.00	0.00	0.00	3,300.00
791-2860-402	USE OF SCHOOL FACILITIES	628,902.00	0.00	628,902.00	0.00	0.00	628,902.00
791-2860-403	INSURANCE	1,100.00	0.00	1,100.00	0.00	0.00	1,100.00
791-2860-407	TRANSPORTATION - NO KID H	5,500.00	0.00	5,500.00	0.00	0.00	5,500.00
791-2860-801	ERS	162,484.00	0.00	162,484.00	49,153.94	0.00	113,330.06
791-2860-802	FICA	160,388.00	0.00	160,388.00	41,864.91	0.00	118,523.09
791-2860-803	WK COMP	78,621.00	0.00	78,621.00	20,999.91	0.00	57,621.09
791-2860-804	HEALTH INS	333,567.47	0.00	333,567.47	0.00	405,544.37	-71,976.90
<b>791.000 SCHOOL LUNCH FUND - Service Subtotal</b>		<b>6,007,932.47</b>	<b>0.00</b>	<b>6,007,932.47</b>	<b>1,364,568.95</b>	<b>1,959,962.40</b>	<b>2,683,401.12</b>
<b>Total SCHOOL LUNCH FUND</b>		<b>6,007,932.47</b>	<b>0.00</b>	<b>6,007,932.47</b>	<b>1,364,568.95</b>	<b>1,959,962.40</b>	<b>2,683,401.12</b>



Description	2021-2022		Adjustments		07/31/21		08/01/21		09/01/21		10/01/21		11/01/21		Net	Revised
	Adopted	Budget	per	Contracts	Contract	Totals	Changes	08/31/21	Changes	09/30/21	Changes	10/31/21	Changes	11/30/21		
A225 Elementary IMN/Madison BOCES			397,593		397,593	397,593		27,930	(27,930)		86,187	6,638		92,825		490,418
A226 Staffing 1:12:1/Herkimer BOCES							151,135	(484)			(37,339)	1,754,580		1,867,893		22,871,038
<b>A200 SPECIAL EDUCATION TOTAL</b>	<b>19,147,291</b>	<b>1,855,853</b>	<b>1,855,853</b>	<b>21,003,144</b>	<b>21,003,144</b>	<b>151,135</b>	<b>(484)</b>	<b>(484)</b>	<b>(27,930)</b>	<b>(37,339)</b>	<b>1,754,580</b>	<b>1,867,893</b>	<b>1,867,893</b>	<b>1,867,893</b>	<b>1,867,893</b>	<b>22,871,038</b>
<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
A307 Itinerant English																
A308 Physical Education	40,922				40,922											40,922
A309 Health Teacher																
A310 Nurse Practitioner	370,963				370,963											370,963
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)			(78,930)		193,015
A314 School Social Worker	427,085		(71,181)		355,904						(71,181)			(71,181)		284,723
A315 Speech Impaired	618,352		31,537		649,889						10,512			10,512		660,401
A316 Visually Impaired	196,173		(84,797)		111,375											111,375
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)			(12,023)		144,281
A322 Occupational Therapy	271,672				271,672						7,213			7,213		278,884
A325 Home Economics	224,796		(20,436)		204,360						(81,744)			(81,744)		122,616
A326 English/Second Language	607,968		29		607,997											607,997
A332 Curriculum Supervision			32,150		32,150						8,011			8,011		48,929
A335 Teacher/Learning Disabled																
A337 Spanish	249,007		34,162		34,162						(34,162)			(34,162)		
A338 Music Teacher	88,550		(44,275)		44,275						(133,397)			(133,397)		115,610
A339 French																44,275
A340 Visually Imp/Otsego BOCES																
A345 Shared Business Official			353		353						3,573			3,573		7,499

Description	2021-2022		Adjustments		07/31/21		08/01/21		09/01/21		10/01/21		11/01/21		Net Changes	Revised Budget
	Adopted Budget		per Contracts		Contract Totals	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes		
A346 Audiology/Oswego BOCES			120,497		120,497							350			350	120,847
A347 Shared Business Official/Questar III			-		-										-	-
A348 Social Wkr/Herkimer BOCES			-		-										-	-
A349 Speech/Herkimer BOCES			-		-	14,421									14,421	14,421
A350 Therapy/Herkimer BOCES			-		-	4,059									4,059	4,059
A351 Physical Therapy/Herkimer BOCES			-		-										-	-
A352 TA 1:1/Herkimer BOCES			-		-	30,800									30,800	30,800
A354 Visually Impaired/Herkimer BOCES			-		-										-	-
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
A380 Shared Facilities Director			-		-										-	-
<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>(415,521)</b>		<b>10,309</b>			<b>(398,648)</b>	<b>4,101,326</b>
<b>A400 GENERAL EDUCATION</b>																
A401 Arts In Education/WSWHE BOCES			-		-										-	-
A402 Explor. Enrichment/Jeff-Lewis BOCES			-		-						5,220				5,220	5,220
A405 Performing Arts	65,126		1,127		66,253			1,650			50,015		2,200		53,865	120,118
A408 Alternative Education	5,805,693		137,778		5,943,471							(192,968)			(192,968)	5,750,503
A410 Hospital Based/Onondaga BOCES			6,804		6,804							1,944	*		1,944	8,748
A411 Alternative High School Equivalency	69,192				69,192							(69,192)			(69,192)	-
A412 Hospital Ed/Clinton BOCES			-		-										-	-
A414 Alt Ed/Madison BOCES			-		-										-	-
A415 Portable Planetarium	3,348				3,348										-	3,348
A416 Tutoring/Monroe 1 BOCES			-		-										-	-
A417 Equivalent Attendance/Madison BOCES	140,700				140,700			958				465			1,423	142,123
A420 Regional Program Excellence	137,550		14,079		151,629										-	151,629
A423 Writers Conference/HFHO BOCES			-		-										-	-
A424 Exploratory Enrichment/Rockland BOCES			-		-								61,898	*	61,898	61,898
A426 Distance Learning/Madison BOCES	661,180		38,903		38,903			2,146			1,303				3,449	42,352
A428 Summer School	3,347,921		(409,081)		252,099			247,071							247,071	499,170
A438 Distance Learning			(271,939)		3,075,981			(298,203)			3,447		(24,423)		(319,179)	2,756,803

Description	2021-2022		Adjustments		07/31/21		08/01/21		09/01/21		10/01/21		11/01/21		Revised Budget
	Adopted Budget	per Contracts	per Contracts	Totals	08/31/21	09/30/21	10/31/21	11/30/21	Changes	Changes	Changes	Changes	Changes	Net	
A460 Distance Learning/Putnam BOCES															
A479 DL Synergy Virtual HS/CITI BOCES															
<b>A400 GENERAL EDUCATION TOTAL</b>	<b>10,230,709</b>	<b>(482,330)</b>	<b>9,748,379</b>	<b>9,748,379</b>	<b>-</b>	<b>(46,378)</b>	<b>59,985</b>	<b>(128,077)</b>	<b>(114,469)</b>	<b>92,000</b>	<b>92,000</b>	<b>92,000</b>	<b>92,000</b>	<b>92,000</b>	<b>9,633,910</b>
<b>A500 INSTRUCTIONAL SUPPORT</b>															
A502 Library Media	1,011,327	106,970	1,118,297	1,118,297	3,778	(81,886)								(78,109)	1,040,188
A504 Audio Visual/Video Repair	788,684	32,046	820,730	820,730		(45,894)								40,606	861,336
A505 Printing Services	1,242,969	(499,242)	743,727	743,727			44,312							44,312	788,039
A507 Printing/Madison BOCES								1,263						1,263	1,263
A509 Sch. Curr./Cayuga BOCES		23,137	23,137	23,137		2,103								2,103	25,240
A510 Learning Technology	2,676,592	1,582,960	4,259,551	4,259,551	446,501	65,038								595,262	4,854,813
A511 Sch Curric/Capital Region BOCES		3,113	3,113	3,113										-	3,113
A514 Model Schools/Madison BOCES	310,991	(22,028)	288,963	288,963										-	288,963
A515 Com Objective/Madison BOCES	1,917,970	355,809	2,273,779	2,273,779		310,164								2,685,105	4,958,884
A518 Science Kits	1,256,745	(406,036)	850,709	850,709	455,394									551,820	1,402,529
A520 School Curriculum/Madison BOCES						400								495	495
A521 School Curriculum Improvement	965,849	87,209	1,053,058	1,053,058	109,920	75,107								407,877	1,460,935
A526 Industries Ed./Monroe 1														-	-
A528 School Curriculum/Onondaga BOCES														-	-
A529 Project Lead The Way/Monroe2														-	-
A531 Sch Curr/WYSWHE BOCES														-	-
A532 SDP/Admin/ Greater So. Tier BOCES														-	-
A535 School Curriculum /Herkimer BOCES														-	-
A537 Staff Dev/Cert/Putnam BOCES														-	-
A538 Model Schools	292,127	(80)	292,048	292,048	(4,000)									(4,000)	288,048
A539 Printing/Delaware BOCES														-	-
A541 School Curriculum/Oswego BOCES														-	-
A543 Hard/Software/Oswego BOCES		5,374	5,374	5,374		(5,374)								(281)	5,093
A545 Curr Dev/Greater Southern Tier BOCES						389,400	313,500							702,900	702,900
A546 Extracurr Act/Sullivan BOCES														-	-
A547 CDOS Credential Mgmt Sys/Oswego BOCES		2,450	2,450	2,450										367	2,817

Description	2021-2022		Adjustments		07/31/21		08/01/21		09/01/21		10/01/21		11/01/21		Revised Budget
	Adopted Budget	per Contracts	Contract Totals	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Net	
A555 Superintendent Eval/Erie 2 BOCES			-											-	-
A560 Committee Preschool Special Ed	136,320	188	136,508											-	136,508
A571 Instr. Tech./Orange-Ulster BOCES			-									1,212 *		1,212	1,212
A574 School and Business Alliance	588,067	(297,234)	290,833											-	290,833
A575 Vocational Assessment	11,964	542	12,506											-	12,506
A576 Library Services	733,430	39,704	773,134	2,404	4,107	20,209	3,237	29,958							803,092
A578 Library Automation/Madison BOCES	171,523	2,457	173,980				185	174,165							174,165
A583 Inter-Scholastic Coord./Jeff-Lewis BOCES			-											-	-
<b>A500 INSTRUCTIONAL SUPPORT TOTAL</b>	<b>12,104,557</b>	<b>1,017,340</b>	<b>13,121,897</b>	<b>1,013,997</b>	<b>713,165</b>	<b>893,440</b>	<b>2,360,475</b>	<b>4,981,077</b>	<b>18,102,974</b>						
<b>A600 NON-INSTRUCTIONAL PROGRAMS</b>															
A601 Computer Services/Madison BOCES	5,752,354	3,568,331	9,320,685		477,390	156,772	7,145	641,307	9,961,992						
A602 Negotiations/Madison/Broome BOCES	388,172	(68,952)	319,220		9,800	3,074		12,874	332,094						
A603 School Communications	463,192	(29,568)	433,624		43,288			43,288	476,912						
A604 Central Business Office	330,658	11,259	341,917	625	(20,681)			(20,056)	321,861						
A607 Staff Development Bus Drivers	12,325		12,325						12,325						12,325
A609 Energy Services/Onondaga BOCES	55,720	(483)	55,237						55,237						55,237
A610 Interconnect Telephone	2,830,280	(1,662,355)	1,167,925	37	14,966	(1,926)	87	13,165	1,181,090						1,181,090
A611 Bus Maint/Madison BOCES	188,242	(1,242)	187,000						187,000						187,000
A612 Health Coord /Herkimer BOCES	11,977		11,977	282				282	12,259						12,259
A613 Facilities Service	52,932	1,546	54,478						54,478						54,478
A615 Policy Planning/Erie 1	11,094	615	11,709						11,709						11,709
A616 Employee Assistance Program	16,536		16,536						16,536						16,536
A617 Teacher Recruiting Service	-		-	4,507				4,507	4,507						4,507
A618 Employee Benefits Coordination	119,055	2,770	121,825						121,825						121,825
A619 Cooperative Bid/Herkimer BOCES	23,949		23,949	1,551				1,551	25,500						25,500
A620 Safety/Asbestos/Struct/Fire Inspections	768,241	(42,939)	725,302	62,017	5,129	(1,038)	4,469	70,577	795,880						795,880
A621 Liability Insurance Consortium	6,750	218	6,968						6,968						6,968
A622 Regional Bus Radios/Madison BOCES	9,584	98	9,682		14			14	9,696						9,696
A623 State Aid Planning/Questar III BOCES		36,795	36,795	3,345	3,275			6,620	43,415						43,415
A625 Substitute Calling Service	166,920	3,855	170,775						170,775						170,775







**C. PERSONNEL REPORT**

**a. RESIGNATIONS**

**1. Teaching/Certified Staff**

			Hire Date	Resign Date
1.	DANIEL J. DYGERT	TEACHER ASSISTANT	02/24/2020	01/02/2022
2.	KIMBERLY A. STEATES	TEACHER ASSISTANT	11/04/2010	01/14/2022
3.	CHRISTOPHER D. SUNDERLIN	TEACHER OF ESL	09/01/2019	01/06/2022

**b. 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 **CHRISTOPHER L. ALLEN** be appointed as a **TEACHER ASSISTANT** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, at the Center for a four year probationary appointment in the Teaching Assistant tenure area, commencing January 03, 2022 and ending January 02, 2026 at an annual salary rate of \$16,471.00, prorated.
2. Recommend that **FRANCINE M. CARDONE** be appointed as a **TEACHER ASSISTANT** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Middle Settlement Academy for a four year probationary appointment in the Teaching Assistant tenure area, commencing January 03, 2022 and ending January 02, 2026 at an annual salary rate of \$19,346.00, prorated.
3. Recommend that **DANIEL J. DYGERT** be appointed as a **TEACHER OF SPECIAL EDUCATION** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, at the Center for a four year probationary appointment in the General Special Education Program tenure area, commencing January 03, 2022 and ending January 02, 2026 at an annual salary rate of \$44,221.00, prorated.
4. Recommend that **KAIA J. GRAVES** be appointed as a **TEACHER ASSISTANT** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Perry Jr. High for a four year probationary appointment in the Teaching Assistant tenure area, commencing January 03, 2022 and ending January 02, 2026 at an annual salary rate of \$16,471.00, prorated.
5. Recommend that **JEANNE C. HERBERT** be appointed as a **TEACHER OF SPECIAL EDUCATION** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, HIVE Virtual for a four year probationary appointment in the General Special Education Program tenure area, commencing November 29, 2021 and ending November 28, 2025 at an annual salary rate of \$57,521.00, prorated.
6. Recommend that **MU LWEE** be appointed as a **TEACHER ASSISTANT** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, at the Center for a four year probationary appointment in the Teaching Assistant tenure area, commencing January 10, 2022 and ending January 09, 2026 at an annual salary rate of \$16,471.00, prorated.

7. Recommend that **DANIELLE N. MOORE** be appointed as an **ATTENDANCE TEACHER** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, at Middle Settlement Academy and Proctor High School for a four year probationary appointment in the ATTENDANCE TEACHER tenure area, commencing January 03, 2022 and ending January 02, 2026 at an annual salary rate of \$48,075.00, prorated.
  
8. Recommend that **CAITLIN A. ROBERTS** be appointed as a **TEACHER ASSISTANT** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, at the Center for a four year probationary appointment in the Teaching Assistant tenure area, commencing January 06, 2022 and ending January 05, 2026 at an annual salary rate of \$17,036.00, prorated.
  
9. Recommend that **JOHN C. TOMEI** be appointed as a **TEACHER ASSISTANT** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, at the Center for a four year probationary appointment in the Teaching Assistant tenure area, commencing December 09, 2021 and ending December 08, 2025 at an annual salary rate of \$19,648.00, prorated.
  
10. Recommend that **GEORGE J. VARRE** be appointed as a **TEACHER ASSISTANT** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Middle Settlement Academy for a four year probationary appointment in the Teaching Assistant tenure area, commencing January 13, 2022 and ending January 12, 2026 at an annual salary rate of \$16,471.00, prorated.

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

1. Recommend that **LEANN L. DUNCKEL** be appointed as a **SCHOOL PSYCHOLOGIST** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, at Oriskany Central School District and the Center, for a part-time (.5 FTE) appointment commencing January 18, 2022 at an annual salary rate of \$31,508.00, prorated.

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

1. Recommend that **MAUREEN A. GRAY** be appointed as a **CURRICULUM SUPERVISOR** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, PPL, for a temporary appointment commencing December 01, 2021 and ending June 30, 2022 at a salary rate of \$300.00 per day or \$50.00 per hour. Curriculum Supervisors are provided at district request.

**d. RECOMMENDATION FOR DECREASE IN FTE**

			Date	FTE
1.	JAMES B. RYAN	SCHOOL PSYCHOLOGIST	11/29/2021	0.5

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

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

1. Recommend that **BRITTANY E. FIORENZA-HOUSE** be appointed to a provisional appointment as an **OFFICE SPECIALIST I** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Special Education Itinerants, commencing January 03, 2022 at an annual salary rate of \$30,159.00, prorated.

**BRITTANY E. FIORENZA-HOUSE** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of an **OFFICE SPECIALIST I**, until the results of the next civil service exam are known.

2. Recommend that **MELISSA M. YOUNGHANZ** be appointed to a provisional appointment as an **OFFICE SPECIALIST I** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Middle Settlement Academy, commencing January 03, 2022 at an annual salary rate of \$30,159.00, prorated.

**MELISSA M. YOUNGHANZ** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of an **OFFICE SPECIALIST I**, until the results of the next civil service exam are known.

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

1. Recommend that **DENNIS J. GEER** be appointed to a part-time appointment as a **CLERK (part-time)** in SUPPORT SERVICES, at Facilities Department and Oriskany Central School District commencing December 06, 2021 at an hourly salary rate of \$29.00.

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

2. Recommend that **ERICA L. YOX** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in **SUPPORT SERVICES**, School Lunch Program commencing December 09, 2021 at an hourly salary rate of \$12.50, as needed.

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

**c. RECOMMENDATION FOR TEMPORARY APPOINTMENT - NON-COMPETITIVE CIVIL SERVICE**

1. Recommend that **TESSA R. STAYTON** be appointed to a temporary appointment as a **LABORER** in SUPPORT SERVICES, Instructional Support Services, commencing December 21, 2021 and ending June 30, 2022 at a salary rate of \$12.50 per hour.

**TESSA R. STAYTON** meets the civil service requirements for the title and has been pre-approved by civil service.

**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.	TYLER J. SLOAN	COMPUTER OPERATOR	07/19/2021
2.	TONYA S. TONER	ASSISTANT COOK	07/05/2021
3.	CONNOR T. UTESCH	ACCOUNT CLERK	06/28/2021

**c. STIPENDS**

**1. Teaching/Certified Staff**

**a. RECOMMENDATION FOR ADDITIONAL STIPENDS**

			Date	Stipend
1.	JENNIFER G. MAYNARD	TEACHER OF SPECIAL EDUCATION	12/01/2021 - 06/30/2022	\$1,200.00 mentor (prorated)
2.	KEVIN SCRANTON	TEACHER OF PHYSICAL EDUCATION	12/01/2021 - 06/30/2022	\$1,200.00 mentor (prorated)




Oneida-Herkimer-Madison BOCES  
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Scott Morris  
*Assistant Superintendent*  
Support Services  
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smorris@oneida-boces.org

VII D. 1.  
Approval of Creation of Video  
Production Technician Position  
January 12, 2022


## MEMORANDUM

**TO:** Cooperative Board

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

**DATE:** December 10, 2021

**SUBJECT:** *Video Production Technician*

**PREPARED BY:**   
Scott Morris, Jean Palmer

### **Background:**

As the demand for more video communication grows, the School Communication Service needs to provide these types of services to component school districts and BOCES programs. We currently do not have a title that reflects video production and photography. The need for a *Video Production Technician* is great.

### **Discussion:**

Oneida County Civil Service currently has a job title of Video Production Specialist [see attached]. This job description will help us attract someone with a video production and photography background.

In order for the School Communication Service to meet the evolving communication needs of our districts we must develop a service that expands its offerings and responds quickly to the digital needs of our districts and the BOCES. The Video Production Technician would be a 12-month full-time position (1.0 FTE) with a salary range of \$32,248 - \$34,477.

### **Recommendation:**

It is recommended that the Oneida-Herkimer-Madison BOCES Cooperative Board grant its approval to create the position of *Video Production Technician*.

### **Resolution:**

That the Oneida-Herkimer-Madison BOCES Cooperative Board approves the creation of the *Video Production Technician* position for the Oneida-Herkimer-Madison BOCES.

## **VIDEO PRODUCTION TECHNICIAN**

**DISTINGUISHING FEATURES OF THE CLASS:** This position exists in the Madison-Oneida BOCES and involves responsibility for the operation of a video production service. This service will make it possible for school districts to obtain high quality informational videos to be used for communication and/or instructional purposes. The service includes pre-production (client planning meetings, scripting), production (videotaping), and post-production (editing, duplication) functions. The work is performed under the general direction of the Printing and Graphics Service, with liberal leeway provided for use of independent judgement. Does related work as required.

**TYPICAL WORK ACTIVITIES:** (Illustrative Only)

Has start-to-finish responsibility for assisting school districts in producing informational videos;

Meets with clients to help plan videos, including determining focus, length, content and direction;

Creates storyboards in preparation for actual videotaping;

Assists as requested in scripting;

Secures photo releases, narration services, location releases, and other related requirements as requested;

Schedules all taping and editing;

Transports and operates all camera, lighting and sound equipment;

Performs all editing and other post-production work;

Makes copies and supervises distribution of finished products;

Maintains and makes minor repair to cameras, lights, decks and other related equipment;

Confers with Printing and Graphics coordinator on lease/purchase of equipment;

Researches and stays current with technological advances in the field;

Works with graphic artists, public information specialists, department heads and other administrators to meet and anticipate communication needs;

Works with Betacam, 3/4 or M-II format cameras, lighting systems, microphones, tripods, editing players and recorders, computer-controlled editing system, audio board, character generator, waveform and vectorscope and all related audio, video and other electronic equipment.

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL**

**CHARACTERISTICS:** Good knowledge of video production; working knowledge of artistic and directorial skills; good writing skills; good knowledge of electronic and related computer equipment; ability to set up and operate Betacam, 3/4 or M-II format cameras, lighting systems, microphones, tripods, editing players and recorders, computer-controlled editing system, audio board, character generator, waveform and vectorscope and all related audio, video and other electronic equipment; ability to work independently; ability to work well with others.



**MINIMUM QUALIFICATIONS:** Either:

- (A) Graduation from a regionally accredited or NYS registered college or university with a Bachelor Degree in video production, television production or a closely related field **AND** one (1) year of video or television production experience; **OR**
- (B) Graduation from a regionally accredited or NYS registered college or university with an Associate Degree in video production, television production or a closely related field **AND** three (3) years of video or television production experience; **OR**
- (C) Graduation from high school or possession of a high school equivalency diploma **AND** five (5) years of video or television production experience; **OR**
- (D) An equivalent combination of training and experience, as defined by the limits of (A) through (C) above.

**NOTE:** Internship experience earned through a Bachelor Degree or an Associate Degree in video production, television production or a closely related field will be accepted.

**NOTE:** Verifiable part-time experience will be pro-rated toward meeting full-time requirements.




# Oneida-Herkimer-Madison BOCES

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

VII D. 2.  
Approval of Salveo Healthcare  
Solutions Contract  
January 12, 2022



## MEMORANDUM

TO: Cooperative Board

FROM: Patricia N. Kilburn, Ed.D. 

DATE: December 6, 2021

SUBJECT: Salveo Healthcare Solutions contract

PREPARED BY: Christopher Hill   
Kevin Healy 

### Background

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

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

### Discussion

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

Options for healthcare associates includes;

### Therapeutic Professionals

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

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

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

### Special Education Instructors

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

### Medical Professionals

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

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

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

**Recommendation**

It is recommended that the Cooperative Board adopt the service contract for Salveo Healthcare Solution Inc. for the 2021-2022 school year and make their services available to our component districts through the Community School Resources CoSer.

**Resolution**

The Cooperative Board approves the agreement between Salveo Healthcare Solutions Inc. and the Oneida-Herkimer-Madison BOCES effective immediately.



## **RECRUITING AGREEMENT**

This Staffing Agreement ("AGREEMENT") is entered into as of August 31<sup>st</sup>, 2021 by and between Salveo Healthcare Solutions Inc., ("AGENCY"), located at 2005 Palmer Avenue, Room 1012, Larchmont, NY 10538 and Oneida-Herkimer-Madison BOCES ("SCHOOL" or "CLIENT") with multiple locations.

### **TERM**

1. This Agreement shall be deemed effective as of the date it is executed by both parties (the "Effective Date") and shall continue in effect until June 30, 2022 (the "Term"), unless terminated earlier as provided herein. Either party shall have the right to terminate this Agreement upon sixty (60) days advance written notice to the other party.

### **RESPONSIBILITIES OF AGENCY**

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



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

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

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

#### **RESPONSIBILITIES OF THE SCHOOL**

1. The SCHOOL will provide the Therapist with adequate orientation, instruction, and state required supervision if any is necessary to enable the Therapist to perform their assignment.
  2. During the engagement, The SCHOOL will pay fees applicable to Therapist's discipline to the AGENCY for all hours worked.

The Therapist will present time sheets to his/her supervisor on a weekly basis. It is understood that the SCHOOL representative's signature on the time sheet verifies the amount of hours worked, that the appropriate paperwork is completed, and that the AGENCY is authorized to invoice the SCHOOL for total hours on the time sheet on a bi-weekly basis.
2. The SCHOOL will pay the AGENCY within thirty (30) days of the invoice date.



## **CONFIDENTIALITY OF STUDENT RECORDS**

1. The SCHOOL shall maintain responsibility for the privacy of and control over the student records in its possession. The SCHOOL will permit sharing of student records, medical and other records and information about program participants with AGENCY staff to the maximum extent allowed and, in the manner, specified by law for the limited purpose of effectuating the provision of services under this Agreement.
2. AGENCY acknowledges that student records are confidential and will comply with all requirements of the Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act, the New York Education Law, the addendum to this Agreement, and other applicable law regarding such confidentiality. In particular, AGENCY acknowledges that for purposes of FERPA it acts as a school official with a legitimate educational interest in the student information shared with it, and it will comply with the non-disclosure requirements of FERPA.
3. Confidentiality: The AGENCY and the SCHOOL agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
4. HIV-Related Information
  - a. Non-Discrimination: The AGENCY shall not discriminate or refuse assistance to individuals with AIDS or HIV infection. It is agreed that the AGENCY, and any staff member of the AGENCY with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDDS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.
  - b. Re-disclosure: The following written statement must be included when disclosing any confidential HIV-related information:

*"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."*
5. Child Abuse, Neglect, and Maltreatment: Notwithstanding any other provision of this Agreement, the AGENCY shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.



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

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

1. The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as defined by Education Law Section 2-d (1), (d) and (j)). The disclosure and use of PII shall comply with the Data Security and Privacy Policy attached hereto, and made a part of, this Agreement.

**FEE STRUCTURE**

A) Contracting Therapists Fees

**SALVEO HEALTHCARE SOLUTIONS  
INC.**

**CONTRACTOR/THERAPIST  
RATES**

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

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





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

**B) Permanent Placements – Flat Rate Fee**

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

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

**EXPIRATION**

The Parties agree that this Agreement expires on June 30, 2022, without notice. Any renewal of said Agreement shall require execution of a subsequent Agreement by all Parties and approval of the appropriate governing bodies where required.

**GOVERNING LAW**

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

**FORCE MAJEURE**

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



#### **NO SPECIAL DUTY**

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

#### **INDEMNIFICATION**

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

#### **INSURANCE**

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

#### **INDEPENDENT CONTRACTOR STATUS**

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

#### **ADVICE OF COUNSEL**

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

#### **ASSIGNMENT**

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



**SEVERABILITY**

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

**ENTIRE AGREEMENT**

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

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

Acceptance \_\_\_\_\_ Date \_\_\_\_\_

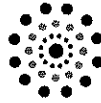
Print Name \_\_\_\_\_ Title \_\_\_\_\_

**Salveo Healthcare Solutions Inc.**  
**Helen Pappas, Owner**

Acceptance *Helen Pappas* Date 12/01/2021



**SALVEO**  
HEALTHCARE SOLUTIONS



# Oneida-Herkimer-Madison BOCES

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

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**Christopher Hill**

*Assistant Superintendent for Instruction*

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VII D. 3.


Approval of Shared Decision Making

(CR100.11) Biennial Report

January 12, 2022


## MEMORANDUM

TO: Cooperative Board

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

DATE: December 15, 2021

SUBJECT: Shared Decision Making (CR100.11) Biennial Report

PREPARED BY: Christopher Hill   
Assistant Superintendent for Instructional Programs & Professional Learning

### **Background**

Section 100.11 of the Commissioner's Regulations requires a Biennial Report to review the progress of Shared Decision Making committees for participation of parents and teachers in school-based planning and shared decision making.

### **Discussion**

Oneida-Herkimer-Madison BOCES has three instructional programs that qualify under this regulation: Alternative Education, Career & Technical Education and Special Education. Each program has a Shared Decision Making team.

The teams have participated in the biennial review process and attached is the final report for the 2022 Shared Decision Making Biennial Review Report. The BOCES Shared Decision Making Plan has not been amended. The Committee is recommending that the report be adopted and submitted to the State Education Department.

**Recommendation**

It is recommended that the Cooperative Board adopt the Biennial Review of Shared Decision Making Report and that Steve Boucher, as President of the Board, sign the statement of assurances regarding the biennial review.

**Resolution**

That the Cooperative Board adopt the Shared Decision Making Biennial Report of the District Plan for School-based Planning and Shared Decision Making for 2022.

Attachments

**2022 BIENNIAL REVIEW OF SHARED DECISION MAKING  
CR 100.11**

**Part 1. DISTRICT/BOCES INFORMATION SHEET**

<b>School District/BOCES:</b>	Oneida-Herkimer-Madison BOCES
<b>Address:</b>	4747 Middle Settlement Road, Box 70 New Hartford, NY 13413-0070
<b>BEDS Code (12 Digits):</b>	419000000000
<b>Person Submitting Form: (Print or Type Name)</b>	Christopher Hill
<b>Title:</b>	Assistant Superintendent for Instructional Programs & Professional Learning
<b>Telephone:</b>	(315) 793-8643
<b>E-mail Address:</b>	chill@oneida-boces.org

<b>Endorsements Received:</b>	<b>Signatures:</b>
<b>Administrators</b>	(see attached)
<b>Teachers</b>	(see attached)
<b>School-Related Parent Organizations</b>	(see attached)

**Part 2. STATEMENT OF SUCCESS: Required Components**

Boards of education, in collaboration with district planning committees, are to submit a statement of success of the district plan in achieving its objectives. Section 2 provides an opportunity to collectively reflect on the required components of the plan.

For each of the six component areas shown below, check the box for the rating which most closely reflects the agreement of the board of education and the district committee regarding the overall level of implementation for that component of the plan by the Building Teams.

<b>COMPONENT AREAS</b>	<b>A. Not Addressed or Not Implemented</b>	<b>B. Inconsistent Implementation and Success</b>	<b>C. Minimal Implementation and Success</b>	<b>D. Moderate Implementation and Success</b>	<b>E. Consistent Implementation and Success</b>
Educational Issues Subject to Shared Decision Making					X
Involvement of All Parties					X
Means and Standards Used to Evaluate Improvement of Student Achievement					X
Accountability for Decisions					X
Dispute Resolution Process					X
Coordination of State and Federal Requirements for Parental Involvement					X



**Part 3. STATEMENT OF ASSURANCES**

I, Steve Boucher President of the Board of Education of Oneida-Herkimer-Madison BOCES School District (or BOCES), do assure that the district's (or BOCES') plan for the participation of teachers and parents with administrators and school board members in school-based planning and shared decision making was (check one):

- AMENDED and has been submitted with amendments underlined to the State Education Department; or
- RECERTIFIED as previously approved by the Commissioner and therefore not attached;

at a public meeting held on December 14, 2021.  
(Date)

Electronic submission affirms that the board of education reviewed the district plan previously adopted and submitted to the Commissioner for approval. The amended/recertified plan was adopted at a public meeting, after consultations with and full participation by the district committee convened for the purpose of the biennial review as required by CR 100.1(b), (d), and (f), and after seeking the endorsement of the following representatives of the committee:


- the superintendent of schools (or BOCES district superintendent);
- administrators selected, where represented, by the administrators' collective bargaining organization;
- teachers selected by the teachers' collective bargaining organization; and,
- parents (not employed by the district or a collective bargaining organization representing teachers or administrators in the district [or BOCES] selected by a school-related parent organization(s) or, where no such organization(s) exists, by their peers under a process developed by the board of education.)

The amended/recertified plan incorporates all of the components listed in CR 100.11 (c). As required by CR 100.11 (f) the attached statement of success reflects the six required parts of the plan and the planning success indicators. The amended/recertified plan has been made available to the public, and has been filed with the local or BOCES District Superintendent.

\_\_\_\_\_  
Signature, President, Board of Education

\_\_\_\_\_  
Date

**MEMORANDUM**

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

VII D. 4.  
Approval of Policy 1101, 1103, 1200, 1300,  
1400, 6202, 6303 ~~DELETE 6202~~  
(first reading)  
January 12, 2022

**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.

**Recommendation**

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

**1000 Community Relations**

- 1101 Public Complaints
- 1103 Solicitation of Charitable Donations from Children on OHM BOCES Premises
- 1200 Policy on Constitutionally Protected Prayer in the Schools
- 1300 Records Management and Access
- 1400 Policy for Handling and Disseminating Identifying Information Received Regarding Sex Offenders

**6000 Personnel**

- 6202 Drug and Alcohol Testing (Transportation)
- 6303 Employee Assistance program (EAP)

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

- 6202 Drug and Alcohol Testing (DELETE)

## **Resolution**

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

### **1000 Community Relations**

- 1101 Public Complaints
- 1103 Solicitation of Charitable Donations from Children on OHM BOCES Premises
- 1200 Policy on Constitutionally Protected Prayer in the Schools
- 1300 Records Management and Access
- 1400 Policy for Handling and Disseminating Identifying Information Received Regarding Sex Offenders

### **6000 Personnel**

- 6202 Drug and Alcohol Testing (Transportation)
- 6303 Employee Assistance program (EAP)

## COMMUNITY RELATIONS

### PUBLIC COMPLAINTS

#### I. Statement of Policy

The Board of Cooperative Educational Services recognizes that from time to time concerns regarding the operation of the OHM BOCES will arise and that constructive criticism can assist in improving the quality of the program and in meeting individual student needs more effectively. No member of the community will be denied the right to bring their complaints to the OHM BOCES.

#### II. Complaint Process

##### Level 1

File the complaint with the employee, teacher or administrator in charge of the unit closest to the source of the complaint. If the complaint and related concerns are not resolved to the satisfaction of the complainant, see Level 2;

##### Level 2

File the complaint with the District Superintendent or designee. Unresolved complaints at Level 1 must be reported to the District Superintendent by the appropriate administrator. The District Superintendent may require the statement of the complainant in writing. If the complaint and related concerns are not resolved at this level to the satisfaction of the complainant, see Level 3;

##### Level 3

File the complaint with the Board of Cooperative Educational Services. Unresolved complaints at Level 2 must be reported to the Board of Cooperative Educational Services by the District Superintendent. The Board of Cooperative Educational Services reserves the right to require written reports from appropriate parties.

~~I. Complaints by citizens and staff regarding any facet of the OHM BOCES operation often can be handled more satisfactorily by the teacher, coach or administrator in charge of the unit closest to the source of the complaint.~~

~~II. If the complaint and related concerns are not resolved at this level to the satisfaction of the complainant, the complaint must be carried to the District Superintendent and/or one of his/her assistants. Unresolved complaints at the building level must be reported to the District Superintendent by the appropriate administrator. The District Superintendent may require the statement of the complainant in writing.~~

PUBLIC COMPLAINTS

~~III. If the complaint and related concerns are not resolved at the District Superintendent level to the satisfaction of the complainant, the complaint may be carried to the Board of Cooperative Educational Services. Unresolved complaints at the District Superintendent level must be reported to the Board of Cooperative Educational Services by the District Superintendent. The Board of Cooperative Educational Services reserves the right to require written reports from appropriate parties.~~

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Adopted: 07/10/02

Revised: 04/11/18, \_\_\_\_\_

COMMUNITY RELATIONS

SOLICITATION OF CHARITABLE DONATIONS  
FROM SCHOOL CHILDREN ON OHM BOCES PREMISES

I. Statement of Policy

Direct solicitation of charitable donations from children on OHM BOCES premises during regular school hours is prohibited. ~~in the OHM BOCES schools on school property during regular school hours shall not be permitted. It will be a violation of OHM BOCES policy to ask school children directly to contribute money or goods for the benefit of a charity during the hours in which OHM BOCES students are present.~~

II. Permissible Activities

~~However,~~ This policy does not prevent the following types of ~~fund raising~~ activities:

- A. Fund raising activities which take place off OHM BOCES premises, or outside of regular school hours during before-school or after-school extracurricular periods;
- B. Arms-length transactions, where the purchaser receives a consideration for their his/her donation. For example, the sale of goods or tickets for concerts or social events, where the proceeds go to charity, shall not be prohibited as the purchaser will receive consideration - the concert or social event - for the funds expended; and
- B. Indirect forms of charitable solicitation on OHM BOCES premises that do not involve coercion, such as placing a bin or collection box in a hallway or other common area for the donation of food, clothing, other goods or money.

III. Charitable Donations

The District Superintendent shall ultimately decide which organizations, groups, etc. can solicit charitable donations and for what purposes, as long as the activities comply with the terms of this policy and the Rules of the Board of Regents.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: 8 NYCRR 19.6, ~~New York State Constitution Article VIII, Section 1, Education Law Section 414~~

Adopted: 07/10/02

Revised: 04/11/18, \_\_\_\_\_

COMMUNITY RELATIONS

POLICY ON CONSTITUTIONALLY PROTECTED PRAYER IN THE SCHOOLS

The Board of Cooperative Educational Services shall not adopt policies, which prevent or otherwise deny participation in constitutionally protected prayer in its elementary or secondary schools. If the Board of Cooperative Educational Services discovers any policy language to be in conflict with such guidance and no other law mandates such provision, that provision shall be treated as severed and the remainder of the policy shall survive.

~~The Board of Cooperative Educational Services shall have no policy, which prevents or otherwise denies participation in constitutionally protected prayer in its elementary or secondary schools, as defined by the guidance issued by the U.S. Department of Education. If the Board of Cooperative Educational Services discovers any provision of its policies to be in conflict with such guidance and no other law mandates such provision, that provision shall be treated as severed from the policy and the policy shall be enforced without giving effect to such provision.~~

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: 20 USCA 7904, Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, January, 2020

Adopted: 03/12/03

Revised: 04/11/18, \_\_\_\_\_

COMMUNITY RELATIONS

RECORDS MANAGEMENT AND ACCESS

I. Records Retention

- A. The Board of Cooperative Educational Services retains records in accordance with *Article 57-A of the Arts & Cultural Affairs Law*. To ensure that these records are properly preserved, the Board of Cooperative Educational Services adopts the Retention and Disposition Schedule for the New York Local Government (LGS-1). ~~Records Retention and Disposition Schedule (ED-1) promulgated by the Commissioner of Education.~~
- B. The OHM BOCES Records Management Officer is:  
Kimberly Hibbard, CBO/Records Management Supervisor  
Oneida-Herkimer-Madison BOCES  
4747 Middle Settlement Rd.  
New Hartford, NY 13413  
Phone: (315) 793-8511      Email: khibbard@oneida-boces.org
- C. The Board of Cooperative Educational Services authorizes the District Superintendent to establish procedures for the retention and disposition of records that are not governed by LGS-1. ~~ED-1~~.

II. Public Access To Records

- A. The OHM BOCES makes records available to the public in accordance with the *New York State Freedom of Information Law*.
- B. The OHM BOCES' Records Access Officer is:  
Supervisor of Human Resources  
Oneida-Herkimer-Madison BOCES  
4747 Middle Settlement Rd.  
New Hartford, NY 13413  
Phone: (315) 793-8575
- C. The District Superintendent shall promulgate a regulation that defines the duties of the Records Access Officer and establish procedures to ensure that the OHM BOCES complies with the requirements of the *Freedom of Information Law*.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: Arts & Cultural Affairs Law Article 57-A; Public Officers' Law Article 6; NYS Education Law §§2116 & 2116-a; 8 NYCRR 185.12, ~~Appendix I~~, 185.15 Appendix L

Adopted: 07/10/02

Revised: 04/11/18, \_\_\_\_\_



## COMMUNITY RELATIONS

### POLICY FOR HANDLING AND DISSEMINATING IDENTIFYING INFORMATION RECEIVED REGARDING SEX OFFENDERS

#### I. Statement of Policy

In accordance with the Sex Offender Registration Act (“Megan’s Law”), the OHM BOCES supports the New York State Department of Criminal Justice Services (DCJS) in its effort to inform the community in certain circumstances of the presence of individuals with a history of sex offenses, particularly against children, in the school locality. This policy is enacted in order to minimize the possibility that the sex offender will come in contact with school-age children, and to assist law enforcement agencies in preventing further criminal activity from occurring. The OHM BOCES shall cooperate with law enforcement agencies and the local community in promoting and protecting the safety and well-being of its students.

#### II. Implementation

A. Information that the OHM BOCES receives from law enforcement agencies or a school district in conjunction with Megan’s Law will be maintained and distributed to the following designated staff members:

1. Assistant Superintendents;
2. Directors and Department Heads; and
3. Other personnel designated by the District Superintendent.

B. Staff members shall be instructed to check with their immediate supervisor if they observe any suspicious person(s) on or near OHM BOCES property or at or near bus routes and shall be directed to report to their supervisor if an individual whose description matches the information provided is so observed. Supervisor(s) are directed to contact the District Superintendent, who shall be responsible for contacting law enforcement agencies if a sex offender is observed.

#### III. Dissemination of Information to Public

The OHM BOCES may disclose or further disseminate information that is received pursuant to the Sex Offender Registration Act.

~~I. A. This policy is enacted in order to: (1) minimize the possibility that an adjudicated sex offender will come in contact with school age children; (2) to assist law enforcement agencies in preventing further criminal activity from occurring. Furthermore, the OHM BOCES will cooperate with local police authorities and the local community in promoting and protecting the safety and well-being of its students.~~

COMMUNITY RELATIONS

POLICY FOR HANDLING AND DISSEMINATING IDENTIFYING INFORMATION RECEIVED REGARDING SEX OFFENDERS

- ~~B. In accordance with the Sex Offender Registration Act (“Megan’s Law”), the Board of Cooperative Educational Services supports the New York State Department of Criminal Justice Services (DCJS) in its effort to inform the community in certain circumstances of the presence of individuals with a history of sex offenses, particularly against children, in the school locality.~~
- ~~II. The Board of Cooperative Educational Services may disseminate information which the OHM BOCES receives from local police authorities in conjunction with Megan’s Law to designated staff members, who might have possible contact with the offender during the course of their school duties including, but not limited to, building principals, supervisors, teachers, office personnel, coaches, custodians, bus drivers, and security personnel. The District Superintendent or his/her designee reserves the right to automatically disseminate such information to additional members of the staff, designated supervisors of non school groups that regularly use OHM BOCES facilities and have children in attendance, parents/guardians of OHM BOCES students, and other community residents who, in the opinion of the District Superintendent, have an immediate need to be notified of such data in order to protect the safety of students.~~
- ~~III. Staff members shall inform their immediate supervisor if they observe within the school building, on school grounds, at school activities, or at or near bus routes any individual whose description matches the information which was provided to OHM BOCES by local law enforcement authorities. Law enforcement officials will be notified of this information by OHM BOCES as appropriate.~~
- ~~IV. The OHM BOCES may disclose or further disseminate information that is received pursuant to the Sex Offender Registration Act.~~

~~Any information which OHM BOCES receives regarding a sex offender pursuant to other than the Sex Offender Registration Act, and which is maintained independent of the requirements of Megan’s Law will be available from OHM BOCES, upon written request, in accordance with the requirements of the Freedom of Information Law/Records Access Officer and processed in accordance with Article 6 and 6-A of the Public Officers Law.~~

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: NYS Public Officers Law Article 6 & 6-A, NYS Correction Law Article 6-C

Adopted: 07/10/02

Revised: 04/11/18, \_\_\_\_\_

# Policy

New Draft 11/12/2021 – Replaces Existing Policy 6202

PERSONNEL

6202

POLICY IS REQUIRED  
DRUG AND ALCOHOL TESTING (TRANSPORTATION)

I. Statement of Policy

It is the policy of the OHM BOCES that no OHM BOCES employee shall operate a OHM BOCES school bus or a OHM BOCES vehicle when the operation of the vehicle requires a Commercial Driver's License (CDL) if that employee is under the influence of drugs or alcohol. To further this policy, the OHM BOCES follows a program of drug and alcohol testing designed to meet the requirements of the New York State Vehicle and Traffic Law (referred to in this Policy as "state law") and the federal Omnibus Transportation Employee Testing Act of 1991, including the implementing regulations adopted by the U.S. Department of Transportation (together referred to in this Policy as "federal law"). No person shall be hired into or assigned to perform the duties of a safety sensitive position (as described below) unless each test administered to that person returns a verified negative result.

II. Scope of Policy

A. Positions to Which This Policy Applies

This Policy applies to employment in any position for which the assigned duties include either the operation of a school bus, as that term is defined in state law, or the operation of a vehicle that requires a CDL, as determined by federal law. These positions are considered "safety sensitive positions", and OHM BOCES employees holding these positions are considered "safety sensitive employees".

B. Persons to Whom This Policy Applies

1. Applicants for employment in safety-sensitive positions who receive a conditional offer of employment are subject to pre-employment testing under this Policy. A person who is employed by the OHM BOCES in a non-safety sensitive position and who seeks to be hired or transferred into a safety sensitive position is considered an applicant relative to that safety sensitive position. When used in this Policy, the term "applicant" refers to these persons.
2. Persons employed by the OHM BOCES in safety sensitive positions are subject to drug and alcohol testing under the circumstances set forth in this Policy and as otherwise required by state or federal law. When used in this Policy, the terms "employee" and "driver" refer to these persons.

POLICY  
New Draft 11/12/2021 – Replaces Existing Policy 6202  
6202

PERSONNEL

POLICY IS REQUIRED  
DRUG AND ALCOHOL TESTING (TRANSPORTATION)

III. Communication of Policy

A. Drug and Alcohol Coordinator

The District Superintendent shall designate a Drug and Alcohol Coordinator to answer questions relative to the procedures and materials relative to this Policy. The Coordinator shall ensure that all affected employees are informed of the Policy and related forms and regulations, including the identity of and contact information for the Coordinator, and are provided with either a paper copy of the Policy or a link to an online copy of the Policy.

B. Distribution of Information

The Coordinator shall provide a copy of this Policy and any accompanying documents outlining additional information, procedures and/or regulations developed by the OHM BOCES to effectuate this Policy, to each person employed in a safety sensitive position, and shall ensure that each applicant for employment in a safety sensitive position receives a copy of this material.

C. Documentation

Each person receiving the Policy material shall be required to sign a statement certifying that they have received this information. The OHM BOCES shall maintain the original signed acknowledgement for the duration of the employee's employment or two (2) years, whichever is longer. The OHM BOCES will provide a copy of the certification to the driver upon request. Representatives of applicable collective bargaining units shall be notified of the availability of this information.

IV. Program Standards and Testing Protocols

A. Contracted Services

The District Superintendent is authorized to contract with an appropriately credentialed vendor, board of cooperative educational services, or other municipality for the services necessary to implement the OHM BOCES' drug and alcohol testing program, including sample collection and testing, documenting chain of custody, and ensuring that the correct employee is tested and matched with the correct test results. Such contractor must be in compliance with all state and federal regulations including but not limited to calibration of all devices, laboratory certification by the U.S. Department of Health and Human Services, and proper training of the Breath Alcohol Technician (BAT) and other staff.

POLICY  
New Draft 11/12/2021 – Replaces Existing Policy 6202  
6202

PERSONNEL

POLICY IS REQUIRED  
DRUG AND ALCOHOL TESTING (TRANSPORTATION)

B. Notice to the Test Subject

Prior to the administration of the following tests the OHM BOCES or its testing agent will notify the driver that the test is required under state law or federal law.

C. Test Standards

1. Collection of specimens to be tested will be taken on-site or at the laboratory, in a secure location that affords visual and aural privacy and with the proper safeguards to ensure the integrity of the specimens collected.
2. The prohibited drugs for which specimens will be tested are: Marijuana (THC), Cocaine, Phencyclidine (PCP), Opioids (including heroin, and the synthetic opioids hydrocodone, oxycodone, hydromorphone and oxymorphone), and amphetamines. The cutoff levels for these drugs will be those set forth in federal law.
3. If an initial breath test reveals an alcohol concentration of .02 or greater, a confirmatory test shall be performed. The confirmatory test result is the final test result for the purposes of this Policy.
4. If a screening or confirmation test cannot be completed, or if an event occurs that would invalidate the test, the technician, shall, if practicable begin a new screening or confirmation test, as applicable, e.g., using a new breath alcohol testing form with a new sequential test number.
5. If a test result is reported as canceled, meaning neither positive nor negative for drugs or alcohol, the test subject shall not be allowed to perform safety sensitive functions if a negative result is required by state or federal law. The OHM BOCES shall order collection of another specimen for the purpose of re-testing in the case of a canceled test result related to pre-employment, return to duty, or follow up testing.

D. Specimens Reported as Dilute

1. If a test result is reported as positive dilute, that shall be considered a positive verified test result and no confirmatory test or retest shall be conducted.
2. If a test result is reported as negative dilute for pre-employment testing, return to duty testing, or follow up testing, then the test subject shall be

POLICY IS REQUIRED  
DRUG AND ALCOHOL TESTING (TRANSPORTATION)

required to take another test. The result of the second test becomes the test of record.

- a. Persons to be re-tested must be given the minimum possible advance notice of the time to report to the collection site.
- b. If a person is directed to take another test and declines to do so, that will be categorized as a test refusal for the purpose of this Policy and the federal drug and alcohol testing regulations.

## V. Pre-Employment Testing

## A. General Rule

Pre-employment testing for drugs and alcohol will be administered by the OHM BOCES to all applicants after a conditional offer of employment has been extended and prior to any applicant's performance of a safety-sensitive function.

## B. Information Regarding Prior Test Outcomes

1. Each applicant will be asked whether the applicant has tested positive after, or refused to take, any pre-employment drug or alcohol test administered by a potential employer pursuant to federal law during the past two years.
2. Each applicant will be asked to identify all prior employers or potential employers that required the applicant to submit to drug or alcohol testing in fulfillment of state or federal law within the prior two years, and to sign a written document authorizing those entities to release to the OHM BOCES the following information: alcohol tests with a result of 0.04 or higher alcohol concentration, verified positive drug test, the applicant's refusal to be tested, any other violations of federal law drug and alcohol regulations, and, with respect to any employee who violated a federal law drug and alcohol regulation, documentation of the employee's successful completion of federal law return to duty requirements.
3. The above listed information should be obtained and reviewed before the applicant is assigned to perform any safety sensitive functions. However, the OHM BOCES may employ and assign the applicant to perform safety sensitive functions for a period of up to 30 days if the OHM BOCES has made and documented a good faith effort to obtain this information. The OHM BOCES will not allow any employee to continue performing safety

POLICY IS REQUIRED  
DRUG AND ALCOHOL TESTING (TRANSPORTATION)

sensitive functions after 30 days if the OHM BOCES has not obtained or made and documented a good faith effort to obtain this information.

## C. Withdrawal of Conditional Offer of Employment

Where an applicant for a position subject to this Policy has received a conditional offer of employment, that conditional offer will be withdrawn if any of the following circumstances occurs:

1. The applicant's pre-employment drug test returns a positive result;
2. The applicant reports as part of the OHM BOCES' pre-employment process that within the prior two years the applicant applied for employment in a position governed by either the New York law applicable to school bus drivers or the federal law applicable to CDL holders, and the applicant either refused to submit to the test or tested positive for drugs or alcohol;
3. The applicant reports that they failed to successfully complete a rehabilitation program (return to duty process) established by a substance abuse professional after violation of a prior employer's policy or applicable law; or
4. The applicant fails to provide a release for the OHM BOCES to request information from a former employer of the applicant or a potential employer to which the applicant applied for employment in a safety sensitive position subject to the state or federal drug and alcohol testing requirements.

## VI. Drug and Alcohol Tests Administered To Employees

## A. Reasonable Suspicion Testing

1. An employee in a safety sensitive position is required to submit to a drug or alcohol test whenever a responsible supervisor or administrator has reasonable suspicion to believe that the employee has engaged in conduct prohibited by this policy. Employees are subject to reasonable suspicion alcohol testing at any time the employee is on duty for the OHM BOCES.
2. Reasonable suspicion must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of an employee by a responsible supervisor or administrator who has been trained to recognize alcohol misuse or drug use.

POLICY  
New Draft 11/12/2021 – Replaces Existing Policy 6202

PERSONNEL

6202

POLICY IS REQUIRED  
DRUG AND ALCOHOL TESTING (TRANSPORTATION)

- a. The observations may include indications of the chronic and withdrawal effects of controlled substances.
    - b. A written record shall be made of the observations leading to reasonable suspicion, signed by the supervisor or administrator who made the observations, within twenty-four (24) hours of the observed behavior or before the results of the drug and/or alcohol test are released, whichever is earlier.
  3. The OHM BOCES shall not administer a reasonable suspicion alcohol test more than eight (8) hours following a determination that reasonable suspicion exists to believe that the alcohol prohibitions of this policy have been violated.
  4. The District Superintendent or designee shall arrange for the training of all supervisors or other individuals who may be utilized to determine whether “reasonable suspicion” exists to test an employee for prohibited conduct involving alcohol or controlled substance use/abuse.
- B. Random Testing
1. The OHM BOCES randomly tests employees subject to this Policy for evidence of drug or alcohol consumption. Random tests are not announced and employees are selected for testing in a statistically random manner throughout the year as required by state and federal law. Each covered employee has an equal probability of selection each time a random test is administered.
  2. Random drug and/or alcohol testing may be conducted at any time the covered driver is on duty for the OHM BOCES.
  3. All employees assigned to drive a school bus as part of their duties are subject to random testing.
- C. Post-Accident testing
1. Following an accident involving a commercial motor vehicle, a post-accident test for alcohol and drugs is administered to each surviving covered driver who:
    - a. was performing safety sensitive functions with respect to the vehicle, and the accident involved the loss of human life; or



POLICY IS REQUIRED  
DRUG AND ALCOHOL TESTING (TRANSPORTATION)

- b. receives a citation under state or local law for a moving violation arising from the accident, and the accident either resulted in one or more motor vehicles incurring substantial structural damages as a result of the accident or resulted in bodily injury to a person who, as a result of the injury, immediately received medical treatment away from the scene of the accident.
  2. The OHM BOCES will not administer a post-accident alcohol test more than eight hours following the accident and will not administer a post-accident drug test more than 32 hours following the accident.
  3. A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the OHM BOCES to have refused to submit to testing. This shall not be construed to require the delay of necessary medical attention for injured individuals following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
  4. The results of a breath or blood test for the use of alcohol or a urine test for the use of drugs, conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of this Policy concerning post-accident testing, provided such tests conform to applicable federal, state, or local requirements and that the results of the test are obtained by the OHM BOCES. If such a test results in an alcohol concentration below 0.02, a 24 hour out-of-service order may be issued by the law enforcement official.
- D. Return to Duty Testing

Return to duty testing for alcohol and/or drugs is conducted when a covered driver has engaged in prohibited conduct under this Policy, been removed from performing safety sensitive duties, and is scheduled or seeks to return to the performance of safety sensitive functions. The alcohol test result must indicate alcohol concentration of less than .02 and/or a drug test must indicate a verified negative result for illegal drugs.

E. Follow-up Testing

1. Follow-up tests are given following a determination by a substance abuse professional that a driver is in need of assistance in resolving problems associated with misuses of alcohol and/or drugs.

POLICY  
New Draft 11/12/2021 – Replaces Existing Policy 6202  
6202

PERSONNEL

POLICY IS REQUIRED  
DRUG AND ALCOHOL TESTING (TRANSPORTATION)

2. Follow-up tests are unannounced.
3. Follow-up tests are conducted at least six (6) times within twelve (12) months. The actual frequency and number of tests will be determined by the substance abuse professional, but follow-up testing will not continue beyond 60 months from the covered driver's return to duty. The substance abuse professional may terminate the requirement of follow-up testing at any time after the first six (6) tests have been administered if he or she determines that follow-up testing is no longer necessary.
4. Follow-up drug testing may be conducted at any time the covered driver is on duty for the OHM BOCES.

VII. Conduct Standards For Employees Subject To This Policy

- A. No driver shall report for duty or remain on duty in a position requiring the performance of safety sensitive functions while having an alcohol concentration of 0.02 or greater.
- B. A driver shall not be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
- C. A driver shall not use alcohol while performing safety sensitive functions.
- D. No driver shall operate a school bus within eight (8) hours, or operate a vehicle requiring possession of a CDL within six (6) hours, after having consumed a drug, controlled substance, and/or alcohol.
- E. A driver required to take a post-accident alcohol test shall not use alcohol for eight (8) hours following the accident, or until they undergo a post-accident alcohol test, whichever is first.
- F. A driver shall not report for duty or remain on duty requiring the performance of safety sensitive functions when the driver is using drugs, except when the use is pursuant to the instructions of a physician who has advised the driver that the drug does not affect the driver's ability to safely operate a commercial motor vehicle. The driver must provide written notice from the physician to the Drug and Alcohol Coordinator that the driver is using controlled substances pursuant to the instructions of the physician and that the physician advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.

POLICY  
New Draft 11/12/2021 – Replaces Existing Policy 6202

PERSONNEL

6202

POLICY IS REQUIRED  
DRUG AND ALCOHOL TESTING (TRANSPORTATION)

- G. No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.
- H. A driver shall not refuse to submit to an alcohol or drug test required under this Policy.

VIII. Consequences of Non-Compliance By Employees Subject To This Policy

- A. A driver who has an alcohol concentration of at least 0.02 shall be removed immediately from his/her performing safety sensitive position for at least 24 hours and shall not return until they have been evaluated by a substance abuse professional, have completed any other actions required by the SAP and have completed the return to duty testing procedures as required.
- B. A driver who has a verified positive result on a drug test shall be prohibited from performing safety sensitive functions until the employee is evaluated by a substance abuse professional, completes any other steps required by the SAP, and completes a return to duty test that returns a verified negative result.
- C. A driver who refuses to submit to a test shall be prohibited from performing safety sensitive functions until the employee is evaluated by a substance abuse professional, completes any other steps required by the SAP, and successfully completes the return to duty testing procedures as required.
- D. A driver may not perform safety-sensitive functions if there exists a reasonable suspicion that the driver is under the influence of, or impaired by, alcohol as shown by the behavioral, speech, and performance indicators of alcohol misuse, until an alcohol test is administered and the driver's alcohol concentration measures less than .02 or 24 hours have elapsed following a determination that reasonable suspicion exists to believe that the alcohol prohibitions of this policy have been violated.
- E. A driver may not perform safety-sensitive functions even if his or her alcohol concentration is less than 0.02, or the alcohol concentration is unknown, if the OHM BOCES detects the presence of alcohol in the driver by other means.
- F. Independent of the requirements of federal law, a driver may not perform safety-sensitive functions, if there exists a reasonable suspicion that the driver is under the influence of, or impaired by, drugs as shown by the behavioral, speech, and performance indicators of drug abuse, until a drug test is administered and there is a verified negative result.

POLICY  
New Draft 11/12/2021 – Replaces Existing Policy 6202

PERSONNEL

6202

POLICY IS REQUIRED  
DRUG AND ALCOHOL TESTING (TRANSPORTATION)

- G. Independent of the requirements of federal law, drivers who have been found to have engaged in conduct prohibited by this Policy will be immediately suspended from their safety-sensitive function without pay pending a complete review of the test results and what led to the test results, if appropriate. After review, if the driver was found to have an alcohol concentration of 0.04 or greater, a positive drug test, or refused to submit to a test, the employee shall be terminated. If the driver was found to have an alcohol concentration between 0.02 and 0.04, he or she shall be required to be evaluated by a substance abuse professional, complete any other steps required by the SAP and take a return to duty test before returning to work.
- H. The above consequences shall be applied consistent with the provisions of any applicable collective bargaining agreement and statute, such as §75 of the Civil Service Law and §3020-a of Education Law.
- IX. Referral And Evaluation
- A. Each employee who engages in conduct prohibited by this policy is required to be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and drug use.
1. The costs associated with this evaluation shall be the responsibility of the employee, unless a collective bargaining agreement provides otherwise.
  2. If the substance abuse professional determines that a rehabilitation program is appropriate before the employee returns to performing safety sensitive functions, the employee is required to complete that program, including any follow-up testing directed by the substance abuse professional. The substance abuse professional shall determine if the driver has properly followed any rehabilitation program prescribed following the evaluation.
  3. Before an employee returns to duty requiring the performance of a safety sensitive function after engaging in conduct prohibited by this policy, the employee shall complete a return to duty test that returns a verified negative result.
- B. The OHM BOCES shall make available to an employee who has violated this Policy information regarding the resources available for evaluating and resolving problems associated with the misuse of alcohol and use of drugs, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs. The OHM BOCES shall ensure that the

POLICY  
New Draft 11/12/2021 – Replaces Existing Policy 6202  
6202

PERSONNEL

POLICY IS REQUIRED  
DRUG AND ALCOHOL TESTING (TRANSPORTATION)

listed substance abuse professionals do not refer the employee to the substance abuse professional's private practice, or to a person or organization from which the substance abuse professional receives remuneration, or in which the substance abuse professional has a financial interest.

- C. The referral and evaluation procedures described in this section do not apply to applicants who refuse to submit to a pre-employment drug and alcohol test or who have a pre-employment drug and alcohol test with a verified positive test result.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: Omnibus Transportation Employee Testing Act of 1991, 49 USC §§31136 and 31306; Americans with Disabilities Act, 42 USC §§1211112117; 49 CFR Parts 40, 382 and 395.20; NYS Vehicle and Traffic Law, §§142, 509i; 509-g, 1192 and 1193; NYS Labor Law, §201d

Adopted: 07/10/02

Revised: 07/12/18, \_\_\_\_\_

PERSONNEL

EMPLOYEE ASSISTANCE PROGRAM (EAP)

I. Statement of Policy

The OHM BOCES recognizes that personal problems such as physical illness, excessive use of alcohol, drug abuse, family concerns or other behavioral/medical disorders may result in poor employee job performance, excessive absenteeism and other detractions from an employee's ability to perform. Facilitating the means whereby employees are motivated to seek solutions to their personal problems is not only in the mutual interest of the OHM BOCES and its employees, but is also a direct benefit to the employees' families, the community and ultimately the students that they serve.

II. Program

A. In order to assist OHM BOCES employees with such needs in a confidential manner, the OHM BOCES and its employee groups have agreed to participate in an externally provided employee assistance program.

B. An Employee Assistance Program has been initiated to:

1. Identify those aforementioned employee difficulties at the earliest possible stage.
2. Motivate employees to seek help.
3. Direct employees toward assistance.

C. Employees of the OHM BOCES are encouraged to seek counseling and information voluntarily on a confidential basis by contacting the Employee Assistance Program representative. The OHM BOCES, while making available this program, does not get involved in the counseling process. The OHM BOCES shall maintain no records on an individual's use of the program.

III. Implementation

It shall be the responsibility of all supervisors to implement this policy. Supervisors shall not make diagnosis relative to an employee's personal behavioral or medical problem. Supervisory responsibility will be limited to assessing job performance and taking appropriate corrective action. This policy is subject to the OHM BOCES' Drug-Free Workplace Policy.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

I. ~~Statement of Policy~~

~~OHM BOCES recognizes that employees facing problems related to family, financial, legal, emotional, and societal or health concerns may find it difficult to demonstrate the desired effectiveness and productivity on their job. The OHM BOCES also recognizes that these problems can be treated, particularly in the early stages, in a fashion which will assist the employee in maintaining an efficient and effective job performance.~~

II. ~~Implementation of Policy~~

~~The OHM BOCES provides an Employee Assistance Program for all OHM BOCES employees and their immediate families. It is the intent of this Program to assure that an employee or a family member who has a problem which impacts or has the potential to impact negatively on the employee's job performance will receive careful attention and an opportunity to obtain confidential professional assistance.~~

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Cross Ref: 6201, Drug Free Workplace Policy

Adopted: 07/10/02

Revised: 02/12/14, 09/08/21, \_\_\_\_\_

# Policy

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PERSONNEL

6202

## DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS AND OTHER SAFETY-SENSITIVE EMPLOYEES

- I. In accordance with federal regulations, employees in safety-sensitive positions as defined in regulations, including school bus drivers, who are required to have and use a commercial driver's license (CDL), are subject to random testing for alcohol, Marijuana (THC), Cocaine, Phencyclidine (PCP), Opioids (including the synthetic opioids hydrocodone, oxycodone, hydromorphone and oxymorphone), and Amphetamines. The OHM BOCES shall adhere to federal law and regulations requiring the implementation of a drug and alcohol testing program for such employees in safety-sensitive positions.
- II. The OHM BOCES shall retain an approved company to perform sample collection and testing, to ensure chain of custody requirements, and to ensure the correct employee is tested and matched with the correct test results. Said company will be required to be in compliance with federal regulations including, calibration of the Evidential Breath Test (EBT), laboratory certification, and proper training of the Breath Alcohol Technician (BAT). Testing for alcohol and/or controlled substances will be taken on-site or at the laboratory, in a secure location that affords visual and aural privacy and with the proper safeguards to ensure the integrity of the specimens collected. The Drug and Alcohol Coordinator (see appendix) can be contacted to request the name of the company hired to perform the drug and alcohol testing services.
  - A. If the test comes back positive dilute, that shall be considered a positive verified test and the covered driver shall not be allowed to take another test.
  - B. If the test comes back negative dilute for pre-employment testing, return to duty testing and follow up testing, then the covered driver shall be required to take another test. If re-tested, there will be a fee for the second test. Employees to be re-tested must be given the minimum possible advance notice that he or she must go to the collection site. The result of the second test becomes the test of record. If an employee is directed to take another test, and the employee declines to do so, the employee has refused the test for the purpose of this policy and the federal drug and alcohol testing regulations.

If the test comes back canceled, neither positive nor negative for drugs or alcohol, the employee shall not be allowed to perform safety sensitive functions if a negative result is required by the regulations. The OHM BOCES shall order a recollection in case of a canceled test for the purpose of re-testing in the case of pre-employment, return to duty or follow up testing.
- III. Federal regulations require that the OHM BOCES test school bus drivers and other Safety Sensitive Employees (SSE's) for alcohol and drugs at the following times:



POLICY

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PERSONNEL

6202

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS AND OTHER SAFETY-SENSITIVE EMPLOYEES

- A. Drug testing will be conducted after an offer to hire, but before actually performing safety-sensitive functions for the first time. Such pre-employment testing will also be required when employees transfer to a safety-sensitive position.
  - B. Safety-sensitive employees are subject to a random drug and/or alcohol test on an unannounced basis just before, during or just after performance of safety-sensitive functions.
  - C. Testing will be ordered if a trained supervisor has a "reasonable suspicion" that an employee has engaged in prohibited use of drugs and/or alcohol.
  - D. There will be post-accident testing conducted after accidents on employees whose performance could have contributed to the accidents.
  - E. Return-to-duty and follow-up testing will be conducted when an individual who has violated the prohibited alcohol and/or drug conduct standards returns to performing safety-sensitive duties. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first twelve (12) months after an employee returns to duty. Follow-up testing may be extended for up to sixty (60) months following return-to-duty.
- IV. All employee drug and alcohol testing will be kept confidential and shall only be revealed without the driver's consent to: the employer, a substance abuse professional, or a drug testing laboratory, medical review officer and/or any other individual designated by law.
- V. The following alcohol and controlled substance-related activities are prohibited by the Federal Highway Administration's drug use and alcohol misuse rules for drivers of commercial motor vehicles and other SSE's:
- A. Reporting for duty or remaining on duty to perform safety-sensitive functions while having an alcohol concentration of .04 or greater as allowed by law.
  - B. Being on duty or operating a commercial motor vehicle (CMV) while the driver possesses alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines containing alcohol (prescription or over-the-counter), unless the package seal is unbroken.
  - C. Using alcohol while performing safety-sensitive functions.
  - D. Using alcohol four (4) hours or less before duty.

POLICY

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PERSONNEL

6202

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS AND OTHER SAFETY-SENSITIVE EMPLOYEES

- E. When required to take a post-accident alcohol test, using alcohol within eight (8) hours following the accident or prior to undergoing a post-accident test, whichever comes first.
  - F. Refusing to submit to an alcohol or controlled substance test required by post-accident, random, reasonable suspicion or follow-up testing requirements.
  - G. Reporting for duty or remaining on duty, requiring the performance of safety-sensitive functions, when the SSE uses any controlled substance. This prohibition does not apply when instructed by a physician who has advised the SSE that the substance does not adversely affect the SSE's ability to safely operate a CMV.
  - H. Reporting for duty, remaining on duty or performing a safety-sensitive function, if the SSE tests positive for controlled substances.
- VI. Drivers and other SSE's who are known to have engaged in prohibited behavior with regard to alcohol misuse or use of controlled substances are subject to disciplinary action and penalties pursuant to OHM BOCES policy and collective bargaining agreements, as well as the sanctions provided for in federal law. SSE's who have engaged in such prohibited behavior shall not be allowed to perform safety-sensitive functions until they are:
- A. Evaluated by Substance Abuse Professional (SAP).
  - B. Complete any requirements for rehabilitation as set by the OHM BOCES and the SAP.
  - C. Pass a return-to-duty test with the result below 0.02 if the conduct involved alcohol, if the conduct involved controlled substance use, or a controlled substance test with a verified negative result.
  - D. The SSE shall also subject to unannounced follow-up alcohol and controlled substance testing. The number and frequency of such follow-up testing shall be as directed by the SAP, and consist of at least six (6) tests in the first twelve (12) months.
- VII. The District Superintendent shall ensure that each SSE receives a copy of OHM BOCES policy, educational materials that explain the requirements of the alcohol and drug testing regulations, and any regulations and/or procedures developed by the OHM BOCES with respect to meeting those requirements. The District Superintendent or his/her designee shall ensure that a copy of these materials is distributed to each SSE, who shall sign for receipt of all of the above documents, as well as other appropriate personnel, prior to the

POLICY

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PERSONNEL

6202

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS AND OTHER SAFETY-SENSITIVE EMPLOYEES

start of alcohol and controlled substance testing as well as at the beginning of each school year or at the time of hire for any safety-sensitive employees. Representatives of applicable collective bargaining units shall be notified of the availability of this information.

- VIII. The District Superintendent or his/her designee shall arrange for training of all supervisors who may be required to determine whether "reasonable suspicion" exists to test a driver for prohibited conduct involving alcohol or controlled substance use/abuse.
- IX. Any violation of this policy, administration regulations and procedures, and/or applicable federal and state laws by a covered employee shall be grounds for disciplinary action including, but not limited to, fines, suspension, and/or discharge in a manner consistent with OHM BOCES policy, collective bargaining agreements and applicable law.
- X. Regulations shall be established as necessary to implement this policy.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: U.S. Constitution, 4th Amendment, Omnibus Transportation Employee Testing Act of 1991, 49 USC §§31136, 31306; Americans with Disabilities Act, 42 USC §§1211112117; 49 CFR Parts 40, 521(b), 382, 391, 392 and 395; Vehicle and Traffic Law, §§509l; 1192; 1193; Labor Law, §201d

Adopted: 07/10/02

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