



Oneida-Herkimer-Madison BOCES

4747 Middle Settlement Road · New Hartford, NY 13413

www.oneida-boces.org

AGENDA

Cooperative Board Regular Meeting

December 13, 2023 4:30 p.m.

The Howard D. Mettelman Learning Center

Middle Settlement Road, New Hartford, New York

Draft Timeline

- 4:30** I. Call to Order
- II. Pledge of Allegiance
- 4:35** III. Recognition of Visitors
- 4:35** IV. Recognition
- 4:50** V. Communications
- A. From the Floor
- General questions from Board members?
 - Commentary from Board members?
- B. Correspondence
- 5:00** VI. Reports
- District Superintendent Report
 - D.S. Update
- 5:15** VII. A. Approval of the Minutes of the Regular Meeting of November 8, 2023 (page 13)

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

B. Financial Report (page 49)

1. Acceptance of Report of the Treasurer, October
2. Approval of 2023-2024 Budget Adjustment Report, October
3. Approval of 2022-2023 Contracts/Final (Seller With Schools)

C. Personnel Report (page 79)

a. Resignations

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

b. Unpaid Leave(s) of Absence

1. Teaching/Certified Staff

c. Appointments

1. Teaching/Certified Staff

- a. Recommendation for Probationary Appointment(s)
- b. Recommendation for Part-Time Appointment(s)
- c. Recommendation for Long-Term Substitute Appointment(s)
- d. Recommendation for Temporary Appointment(s)
- e. Recommendation for Decrease in FTE
- f. Recommendation for Mentoring

2. Non-Instructional/Classified Staff

- a. Recommendation for Provisional Appointment(s)
- b. Recommendation for Probationary Appointment from Civil Service Listing
- c. Recommendation for Part-Time Appointment(s)
- d. Recommendation for Permanent Appointments from Civil Service Listing
- e. Recommendation for Reinstatement of Staff Member(s)

D. Action Items (page 105)

1. Approval of Abolishment of Civil Service position Microfilm Operator
2. Approval of Board Policy 5102 NYSDOH Registered Opioid Overdose Prevention Program (*second reading*)
3. Approval of Board Policy 0013 Title IX Grievance Process, 0015 Equal Opportunity and Prohibition of Discrimination and Harassment Including Sexual Harassment, 4300 Investments, 4507 Medicaid Billing Compliance Program, 5200 School Wellness Policy and 6010 Prohibition of Sexual Harassment and Discrimination in the Workplace (*first reading*)
4. Approval of 2023-2024 Rental and Ancillary Agreements
5. Approval of FY2023-2024 State-Wide Instructional Technology Agreements Ad on #1
6. Approval of Participating in New York School and Municipal Energy Consortium (NYSMEC) and Cooperative Energy Bid

5:30 VIII. Board Topic(s)/Discussion Item(s)

5:45 IX. Old Business

6:00 X. Executive Session

Executive Session Items:

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

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

6:30 Adjournment

6:30 Dinner

**ONEIDA-HERKIMER-MADISON BOCES
TREASURER'S REPORT
DECEMBER 2023 BOARD MEETING**

FOR THE MONTH ENDING OCTOBER 2023

BANK BALANCES BY FUND:

FUND	BANK	TYPE	BEGINNING BALANCE	PLUS RECEIPTS	MINUS DISBURSE	ENDING BALANCE
CAPITAL	JPM/CHASE	MMKT	8,059.91	17.11	-	8,077.02
GENERAL	JPM/CHASE	MMKT	12,185,100.49	7,999,683.53	9,543,879.20	10,640,904.82
GENERAL-MULTI C/D	JPM/CHASE	CHECK	3,156,486.34	7,396,282.57	8,191,724.24	2,361,044.67
GENERAL-MULTI C/R	JPM/CHASE	CHECK	50,095.93	6,522,297.53	6,000,000.00	572,393.46
GENERAL-LEARNING	JPM/CHASE	CHECK	1,694.06	-	-	1,694.06
GENERAL-MULTI C/R	NBT	MMKT	16,351.75	6,874.92	20,380.00	2,846.67
LUNCH-MULTI C/D	JPM/CHASE	CHECK	-	20,791.98	20,791.98	-
LUNCH-MULTI C/R	JPM/CHASE	CHECK	3,111.01	83.25	-	3,194.26
LUNCH C/R	JPM/CHASE	CHECK	1,161.13	40,681.60	40,000.00	1,842.73
LUNCH-MULTI C/R	NBT	MMKT	7,758.76	34,408.59	20,000.00	22,167.35
SPEC AID-MULTI C/R	NBT	MMKT	-	-	-	-
SPEC AID-MULTI C/R	JPM/CHASE	CHECK	506.43	-	-	506.43
SPEC AID-MULTI C/D	JPM/CHASE	CHECK	-	2,125,779.93	2,125,779.93	-
TRUST/CM SCHOL	NBT	MMKT	-	-	-	-
TRUST/CM SCHOL	JPM/CHASE	MMKT	72,091.58	153.06	-	72,244.64
EXTRA-CURR/CM	JPM/CHASE	MMKT	22,133.50	1,393.58	663.60	22,863.48
TOTAL CASH			15,524,550.89	24,148,447.65	25,963,218.95	13,709,779.59

TOTAL CASH BY FUND:

CAPITAL	8,077.02
GENERAL	13,578,883.68
SCHOOL LUNCH	27,204.34
SPECIAL AID	506.43
TRUST/AGENCY	72,244.64
EXTRA-CURRICULAR	22,863.48
TOTAL	13,709,779.59

TOTAL CASH BY BANK:

JPM/CHASE	13,589,657.45
NBT	120,122.14
TOTAL	13,709,779.59

CHECKING RECONCILIATION:

BANK BALANCE	OUTSTANDING CHECKS	ENDING BALANCE
4,860,178.48	2,499,133.81	2,361,044.67
23,294.13	430.65	22,863.48

CERTIFICATION:

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

Christine Turczyn
CHRISTINE TURCZYN TREASURER

Michele North
MICHELE NORTH DEPUTY TREASURER

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

BOARD MEETING PRESENTATION
 October 31, 2023

CHECKING ACCOUNT - NET BANK	CLUB ACCOUNT BALANCES	
BALANCE: BEGINNING OF THE MONTH	\$ 22,133.50	FUTURE FARMERS OF AMERICA \$ 13,135.92
PLUS: RECEIPTS	\$ 1,393.58	SKILLS USA \$ 5,890.79
LESS: EXPENDITURES	\$ 663.60	P-TECH \$ 3,616.79
BALANCE: END OF MONTH	\$ 22,863.48	SALES TAX \$ 219.98
		ACCOUNT TOTALS, END OF MONTH \$ 22,863.48
BANK RECONCILIATION		
BALANCE PER BANK STATEMENT	\$ 23,294.13	
PLUS: DEPOSITS IN TRANSIT	\$ -	
LESS: OUTSTANDING CHECKS	\$ (430.65)	
RECONCILED BALANCES	\$ 22,863.48	
CASH: END OF MONTH	\$ 22,863.48	CASH: END OF MONTH \$ 22,863.48

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

Constance J. Hester

TREASURER, EXTRA-CURRICULAR ACTIVITY FUND

RECONCILING ITEMS

DEPOSITS IN TRANSIT

DATE

AMOUNT

TOTAL

OUTSTANDING CHECKS

CHECK NUMBER

AMOUNT

1280	60.65
1329	50.00
1332	50.00
1369	120.00
1397	50.00
1403	100.00
	<u>430.65</u>

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 10/31/2023

Fiscal Year: 2024

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
001 ADMINISTRATIVE COSER			4,132,815.50	90,905.12	4,223,720.62	649,389.37	3,573,706.40	90,280.27
002 CAPITAL/RENT EXPENDITURES			3,236,699.23	0.00	3,236,699.23	647,339.80	2,589,359.43	0.00
101 OCCUPATIONAL EDUCATION			8,729,015.00	-310,124.96	8,418,890.04	1,682,106.39	6,647,588.61	0.00
102 ADULT EDUCATION			43,755.00	0.00	43,755.00	8,751.00	35,004.00	0.00
103 SECONDARY OCC ED/MADISON BOCES			22,118.00	772.00	22,890.00	3,560.67	19,329.33	0.00
107 CTE-HANDICAPPED			611,911.00	294,547.33	906,458.33	122,382.20	736,119.80	0.00
109 OCC. ED./MADISON BOCES XC			30,006.00	2,382.00	32,388.00	6,477.60	25,910.40	0.00
201 8:1:2 PROGRAM			7,523,918.00	1,105,239.50	8,629,157.50	1,724,946.50	6,899,786.00	0.00
203 12:1:1 ADJUSTMENT PROGRAM			1,239,460.00	-1,239,460.00	0.00	0.00	0.00	0.00
204 12:1:1 MILD/MODERATE PROGRAM			2,131,375.00	114,623.64	2,245,998.64	449,069.50	1,796,278.00	0.00
205 SPECIAL CLASS: OPTION 2/MADISON BOCE			458,129.00	-59,344.00	398,785.00	79,757.00	319,028.00	0.00
206 TRANSITIONAL PLNG & IMPLEMENTATION			547,509.00	47,834.00	595,343.00	108,459.20	486,883.80	0.00
209 12:1:4 DEV/MD PROGRAM			6,725,382.00	-92,690.00	6,632,692.00	1,323,482.40	5,293,929.60	0.00
214 SPECIAL ED. OPTION III/MADISON BOCES			348,037.00	-55,271.00	292,766.00	58,553.20	234,212.80	0.00
216 6:1:2 PROGRAM			2,864,944.00	67,530.00	2,932,474.00	575,409.20	2,301,636.80	0.00
222 SPECIAL CLASS: OPTION 3/MADISON BOCE			281,958.00	43,592.00	325,550.00	65,967.25	259,582.75	0.00
225 ELEM IMN 6:1:2.5/MADISON			401,879.00	32,122.00	434,001.00	86,800.20	347,200.80	0.00
228 SKILLS DEV-ELEM (12:1:1)/MADISON BOC			0.00	83,833.00	83,833.00	16,766.60	67,066.40	0.00
232 AUTISM-SECONDARY(6:1:1)/MADISON BOCE			174,333.60	129,424.00	129,424.00	26,062.58	103,361.42	0.00
303 ART			258,579.00	-24,904.80	149,428.80	34,866.72	114,562.08	0.00
305 GUIDANCE			86,203.60	0.00	86,203.60	17,240.72	68,962.88	0.00
306 TECHNOLOGY			139,747.50	0.00	139,747.50	27,949.50	111,798.00	0.00
308 PHYSICAL EDUCATION			406,492.80	-35,726.77	370,766.03	72,812.33	297,953.70	0.00
310 NURSE PRACTITIONER			61,236.76	-6,181.82	55,054.94	11,011.00	44,043.94	0.00
312 SCHOOL PHYSICIAN			358,139.00	65,928.88	424,067.88	84,794.68	339,178.70	0.00
313 SCHOOL PSYCHOLOGIST			277,789.50	-41,154.00	236,635.50	47,327.10	189,308.40	0.00
314 SCHOOL SOCIAL WORKER			697,260.50	-29,264.71	667,995.79	133,599.16	534,396.63	0.00
315 SPEECH IMPROVEMENT			109,686.75	365.63	110,052.38	22,010.48	88,041.90	0.00
316 VISUALLY IMPAIRED			75,516.32	-75,516.32	0.00	15,103.26	0.00	15,103.26
317 COMPUTER INSTRUCTION			163,415.00	0.00	163,415.00	32,683.00	130,732.00	0.00
318 DEAF			162,300.00	0.00	162,300.00	32,460.00	129,840.00	0.00
321 PHYS. THERAPY			238,360.50	0.00	238,360.50	47,672.10	190,688.40	0.00
322 OCCUPATIONAL THERAPY			140,213.40	-23,368.90	116,844.50	25,446.14	91,398.36	0.00
325 HOME ECONOMICS			682,571.50	-168,017.60	514,553.90	104,777.64	409,776.26	0.00
326 ENGLISH/SECOND LANG. INTSR.			0.00	67,336.95	67,336.95	5,846.58	61,490.37	0.00
332 CURRICULUM SUPERVISION COORDINATION			183,643.20	204,048.00	387,691.20	28,566.72	359,124.48	0.00
338 MUSIC TEACHER			0.00	30,187.00	30,187.00	1,687.44	13,499.56	0.00
345 SHARED BUSINESS OFFICIAL			125,559.12	112,130.51	237,689.63	37,285.46	200,404.17	0.00
346 AUDIOLOGY/IOSWEGO BOCES			81,400.20	0.00	81,400.20	16,280.04	65,120.16	0.00
355 GENERAL SUPERVISION COORDINATION								

* 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: 10/31/2023

Fiscal Year: 2024

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
357 BILINGUAL/ESL ITINERANT MADISON BOCE			21,720.00	920.00	22,640.00	4,528.00	18,112.00	0.00
402 EXPLOR. ENRICHMENT/JEFF LEWIS BOCES			9,100.00	6,740.00	15,840.00	2,568.89	13,271.11	0.00
405 PERFORMING ARTS			140,012.50	237,923.35	377,935.85	52,744.90	325,190.95	0.00
408 ALTERNATIVE EDUCATION			7,255,284.00	86,846.74	7,342,130.74	1,451,306.80	5,763,285.60	10,485.40
410 HOSPITAL BASED/ONONDAGA BOCES			8,856.00	-756.00	8,100.00	1,620.00	6,480.00	0.00
411 ALTERNATIVE H.S. EQUIV			66,810.00	0.00	66,810.00	13,362.00	53,448.00	0.00
415 PORTABLE PLANETARIUM			0.00	975.00	975.00	195.00	780.00	0.00
417 GED - EA - MADISON BOCES			148,529.24	-5,954.24	142,575.00	28,515.00	114,060.00	0.00
420 REGIONAL PROGRAM EXCELLENCE			163,852.00	4,634.00	168,486.00	31,082.87	137,403.13	0.00
426 DISTANCE LEARNING/MADISON BOCES			85,591.45	573,178.35	658,769.80	124,513.68	534,256.12	0.00
428 SUMMER SCHOOL			647,736.00	-149,713.00	498,023.00	117,749.00	380,274.00	0.00
438 DISTANCE LEARNING			1,934,901.78	617,937.27	2,552,839.05	402,897.75	1,797,116.19	0.00
479 DL SYNERGY VIRTUAL HS/CITI BOCES			47,800.00	-10.00	47,790.00	6,372.22	41,417.78	0.00
502 EDUCATIONAL COMMUNICATIONS			1,031,188.84	22,531.65	1,053,720.49	206,105.29	822,015.67	542.70
504 TECHNICAL REPAIR SERVICE			986,939.90	148,232.32	1,135,172.22	187,233.48	751,156.12	0.00
505 PRINTING			1,215,969.00	-145,676.55	1,070,292.45	211,357.40	844,775.20	663.60
509 SCH. CURR./CAYUGA BOCES			42,946.93	-1,038.49	41,908.44	8,680.98	33,227.46	0.00
510 LEARNING TECHNOLOGY			3,205,941.34	873,494.73	4,079,436.07	754,616.53	2,942,289.91	21,805.03
511 SCH. CURR./CAPITAL REGION			0.00	8,625.22	8,625.22	1,725.04	6,900.18	0.00
514 MODEL SCHOOLS-MADISON BOCES			267,468.97	7,414.43	274,883.40	54,976.68	219,906.72	0.00
515 COMMON LEARNING OBJ-MADISON BOCES			2,855,002.20	209,458.60	3,064,460.80	584,172.00	2,480,288.80	0.00
518 SCIENCE KITS			1,258,319.41	407,126.13	1,665,445.54	302,398.22	1,355,655.98	0.00
520 SCH CURR./MADISON BOCES			975.00	25.00	1,000.00	111.11	888.89	0.00
521 SCHOOL CURRICULUM IMPROVEMENT SERVIC			1,828,831.80	574,903.53	2,403,735.33	464,356.38	1,889,439.79	0.00
535 SCH CURRIC/HERKIMER BOCES			0.00	170.30	170.30	18.91	151.39	0.00
538 MODEL SCHOOLS			295,607.04	-155,073.81	140,533.23	28,106.65	112,426.58	0.00
543 HRD/SFTWARE/OSWEGO BOCES			2,920.20	704.90	3,625.10	662.36	2,962.74	0.00
545 COMMUNITY SCHOOL RESOURCES			2,480,038.05	326,586.49	2,806,624.54	541,506.79	2,265,117.75	0.00
547 CDOS CREDENTIAL MGT SYS OSWEGO BOCES			2,770.35	250.00	3,020.35	581.86	2,438.49	0.00
549 SEC III INTERSCHOLASTIC SPORTS/OCM B			0.00	66,146.49	66,146.49	6,585.13	59,561.36	0.00
555 SUPERINTENDENT EVAL/ERIE 2 BOCES			2,176.88	0.00	2,176.88	435.38	1,741.50	0.00
560 CPSE			152,295.00	-8,520.00	143,775.00	28,755.00	115,020.00	0.00
565 SCH CURRICULUM/ERIE 2 BOCES			6,600.00	0.00	6,600.00	1,320.00	5,280.00	0.00
573 INSTR TECHNOLOGY/CAP REGION BOCES			0.00	1,751.12	1,751.12	194.57	1,556.55	0.00
574 SABA (SCHOOL AND BUSINESS ALLIANCE)			415,174.95	62,358.95	477,533.90	87,627.67	389,906.23	0.00
576 LIBRARY MEDIA SERVICE			699,318.37	171,824.48	871,142.85	160,969.17	646,761.40	0.00
578 LIBRARY AUTOMATION - MADISON BOCES			178,439.50	-15,151.50	163,288.00	32,653.33	130,634.67	0.00
579 DIVERSITY EQUITY & INCL/TOMPKINS BOC			1,050.00	386.00	1,436.00	252.89	1,183.11	0.00
601 COMPUTER SERVICES - MADISON BOCES			10,728,652.23	43,791.44	10,772,443.67	2,142,602.41	8,629,841.26	0.00
602 NEGOTIATIONS - MADISON BOCES			369,156.30	15,173.70	384,330.00	70,108.31	314,221.69	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: 10/31/2023

Fiscal Year: 2024

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
603	SCHOOL COMMUNICATIONS		518,351.01	201,474.93	719,825.94	143,965.18	575,860.76	0.00
604	CENTRAL BUSINESS OFFICE		509,846.43	1,730.94	511,577.37	101,969.29	407,877.14	0.00
607	STAFF DEVELOPMENT - BUS DRIVERS		0.00	5,620.00	5,620.00	1,061.25	4,558.75	0.00
609	PLANNING SER: MANAGEMENT OCM BOCES		55,540.00	658.00	56,198.00	11,277.11	44,920.89	0.00
610	TELEPHONE INTERCONNECT		710,645.06	305,438.98	1,016,084.04	152,356.76	606,802.40	0.00
611	REGIONAL BUS MAINTENANCE-MADISON BOC		175,000.00	0.00	175,000.00	35,000.00	140,000.00	0.00
612	HEALTH COORDINATION/HERKIMER BOCES		12,259.00	0.00	12,259.00	2,451.80	9,807.20	0.00
613	FACILITY SERVICES		56,700.00	-21,262.50	35,437.50	8,977.50	26,460.00	0.00
614	SAFETY TRAINING/HERKIMER BOCES		0.00	21,320.00	21,320.00	2,368.89	18,951.11	0.00
615	POLICY PLANNING ERIE I		12,727.98	561.40	13,289.38	2,657.88	10,631.50	0.00
616	EMPLOYEE ASSISTANCE PROGRAM		20,608.00	0.00	20,608.00	4,121.60	16,486.40	0.00
617	TEACHER RECRUITING SERVICE		0.00	499.00	499.00	0.00	0.00	0.00
618	EMPLOYEE BENEFIT COORDINATION		133,166.00	50,000.00	183,166.00	26,633.20	106,532.80	0.00
620	SAFETY COORDINATOR		730,879.99	181,291.40	912,171.39	159,138.66	626,812.53	1,136.98
621	COORDINATION OF INSURANCE MANAGEMENT		7,125.00	0.00	7,125.00	1,425.00	5,700.00	0.00
622	REGIONAL BUS RADIOS - MADISON BOCES		9,800.00	128.00	9,928.00	1,985.60	7,942.40	0.00
623	STATE AID PLANNING - QUESTAR III BOC		44,515.00	-2,335.00	42,180.00	8,436.00	33,744.00	0.00
625	SUBSTITUTE TEACHER SERVICE		180,572.91	14,683.43	195,256.34	34,834.54	139,337.80	0.00
626	CENTRAL SCHOOL FOOD MANAGEMENT		740,176.75	224,983.12	965,159.87	193,031.97	772,127.90	0.00
627	RECORDS RETENTION		118,080.00	42,935.70	161,015.70	22,203.14	88,812.56	0.00
628	TELECOMMUNICATIONS		307,609.20	224,640.04	532,249.24	275,643.94	246,087.36	214,122.10
631	COOPERATIVE BID/MAD. BOCES		61,356.00	-239.70	61,116.30	12,223.26	48,893.04	0.00
632	HEALTH CARE COORD./DELAWARE BOC		22,969.00	1,778.00	24,747.00	4,949.40	19,797.60	0.00
633	GASB 45 PLNG/QUESTAR III		26,246.00	-5,091.00	21,155.00	4,231.00	16,924.00	0.00
634	STAFF DEV BD OF ED - HERKIMER BOCES		13,302.00	2,120.11	15,422.11	2,895.97	12,526.14	0.00
636	GASB 45 PLANNING/CLINTON-ESSEX		17,080.00	-4,610.00	12,470.00	2,494.00	9,976.00	0.00
637	FIXED ASSET INVENTORY/QUESTAR III		26,570.00	4,891.00	31,461.00	6,292.20	25,168.80	0.00
639	TRANSP./MADISON BOCES		1,926.00	-1,926.00	0.00	0.00	0.00	0.00
640	DRUG TESTING/JEFF-LEWIS BOCES		19,851.00	-3,205.50	16,645.50	2,873.37	13,772.13	0.00
641	ON-LINE APPL./PUTNAM BOCES		43,202.00	291.25	43,493.25	8,698.65	34,794.60	0.00
646	MEDICAID REIMBURSEMENT/MADISON BOCES		25,602.54	2,828.96	28,431.50	5,686.30	22,745.20	0.00
649	ACA COMPLIANCE/MADISON BOCES		15,988.00	1,299.05	17,287.05	3,457.41	13,829.64	0.00
650	TESTING - NYS ALT ADMMT-CAP REGION B		80,370.00	2,882.40	83,252.40	16,650.48	66,601.92	0.00
651	SCRIB/BROOME BOCES		49,984.65	7,251.19	57,235.84	11,447.12	45,788.72	0.00
655	SPECIAL ED AID ASSISTANCE SVC/QUESTA		31,645.75	633.25	32,279.00	6,455.79	25,823.21	0.00
656	EMPLOYEE RELATIONS/ONC BOCES		17,875.00	536.00	18,411.00	3,682.20	14,728.80	0.00
658	COOP BID/DCMO BOCES		19,416.94	5,934.12	25,351.06	5,070.21	20,280.85	0.00
659	TIER 4 ENHANCED/CAP REGION BOCES		143,261.64	346,553.06	489,814.70	96,489.32	393,325.38	0.00
660	EMPLOYEE ASSISTANCE/DCMO BOCES		7,963.86	383.26	8,347.12	1,649.62	6,697.50	0.00
661	WEB HOSTING/CAPITAL REGION BOCES		0.00	4,285.00	4,285.00	857.00	3,428.00	0.00

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

These are estimates to balance the budget

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 10/31/2023
Fiscal Year: 2024
Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
662	COMPUTER MANAGEMENT/S.WESTCHESTER BO		0.00	62,050.06	62,050.06	6,894.45	55,155.61	0.00
679	PLANNING SERVICE/ERIE 2 BOCES		0.00	15,400.00	15,400.00	1,711.11	13,688.89	0.00
Total GENERAL FUND			87,277,546.92	6,016,405.23	93,293,952.15	17,981,219.61	73,362,526.12	354,139.34

Selection Criteria

Criteria Name: Shared: REV RPT FOR BD/MONTH Modified
As Of Date: 10/31/2023
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: 10/31/2023
Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
001 ADMINISTRATIVE COSER		3,932,790.79	90,905.12	4,023,695.91	467,678.34	1,124,745.07	2,431,272.50
002 CAPITAL/RENT EXPENDITURES		3,236,699.23	0.00	3,236,699.23	2,826,635.67	237,271.28	172,792.28
101 OCCUPATIONAL EDUCATION		6,389,160.03	-334,709.67	6,054,450.36	960,480.57	4,375,430.79	718,539.00
103 SECONDARY OCC ED/MADISON BOCES		22,118.00	772.00	22,890.00	0.00	0.00	22,890.00
105 SUMMER COSMETOLOGY		20,000.00	0.00	20,000.00	0.00	0.00	20,000.00
107 CTE-HANDICAPPED		848,023.00	294,547.33	1,142,570.33	98,806.60	621,480.28	422,283.45
109 OCC. ED./MADISON BOCES XC		30,006.00	2,382.00	32,388.00	0.00	0.00	32,388.00
201 8:1:2 PROGRAM		4,951,414.92	524,295.93	5,475,710.85	728,134.83	4,339,944.68	407,631.34
202 INTENSE MGMT NEEDS/MADISON BOCES		0.00	0.00	0.00	0.00	0.00	0.00
203 12:1:1 ADJUSTMENT PROGRAM		646,064.03	-646,064.03	0.00	0.00	0.00	0.00
204 12:1:1 MILD/MODERATE PROGRAM		1,297,449.22	77,266.44	1,374,715.66	165,853.01	1,019,862.42	189,000.23
205 SPECIAL CLASS: OPTION 2/MADISON BOCES		458,129.00	-59,344.00	398,785.00	0.00	0.00	398,785.00
206 TRANSITIONAL PLNG & IMPLEMENTATION		513,138.00	47,834.00	560,972.00	9,503.60	788,115.00	-236,646.60
209 12:1:4 DEV/MD PROGRAM		3,574,635.48	-80,237.60	3,494,397.88	404,057.03	2,471,208.58	619,132.27
214 SPECIAL ED. OPTION III/MADISON BOCES		348,037.00	-55,271.00	292,766.00	0.00	0.00	292,766.00
216 6:1:2 PROGRAM		2,270,060.38	155,176.15	2,425,236.53	207,923.82	1,107,404.29	1,109,908.42
222 SPECIAL CLASS: OPTION 3/MADISON BOCES		281,958.00	43,592.00	325,550.00	0.00	0.00	325,550.00
225 ELEM IMN 6:1:2.5/MADISON		401,879.00	32,122.00	434,001.00	0.00	0.00	434,001.00
228 SKILLS DEV-ELEM (12:1:1)/MADISON BOCES		0.00	83,833.00	83,833.00	0.00	0.00	83,833.00
230 INTENSE MGMT NEED/MADISON BOCES		0.00	0.00	0.00	0.00	0.00	0.00
232 AUTISM-SECONDARY(6:1:1)/MADISON BOCES		0.00	129,424.00	129,424.00	0.00	0.00	129,424.00
303 ART		250,099.71	-49,809.60	200,290.11	12,608.98	116,917.10	70,764.03
305 GUIDANCE		241,477.47	0.00	241,477.47	30,580.50	184,302.57	26,594.40
306 TECHNOLOGY		129,192.37	0.00	129,192.37	17,474.41	100,680.90	11,037.06
308 PHYSICAL EDUCATION		273,794.16	0.00	273,794.16	37,376.51	219,513.60	16,904.05
310 NURSE PRACTITIONER		436,783.35	-35,726.77	401,056.58	66,238.67	340,226.24	-5,408.33
312 SCHOOL PHYSICIAN		67,401.00	-6,181.82	61,219.18	6,543.10	58,887.65	-4,211.57
313 SCHOOL PSYCHOLOGIST		563,748.70	65,928.88	629,677.58	79,949.39	366,150.49	183,577.70
314 SCHOOL SOCIAL WORKER		305,371.43	-41,154.00	264,217.43	37,724.15	173,748.08	52,745.20
315 SPEECH IMPROVEMENT		681,219.93	-29,264.71	651,955.22	91,419.70	706,929.47	-146,393.95
316 VISUALLY IMPAIRED		105,058.69	365.63	105,424.32	14,066.77	94,533.72	-3,176.17
317 COMPUTER INSTRUCTION		89,115.52	-89,115.52	0.00	0.00	0.00	0.00
318 DEAF		157,386.04	0.00	157,386.04	17,897.71	119,036.24	20,452.09
321 PHYS. THERAPY		155,986.04	0.00	155,986.04	20,563.00	125,424.47	9,998.57
322 OCCUPATIONAL THERAPY		221,452.41	0.00	221,452.41	47,842.61	270,426.63	-96,816.83
325 HOME ECONOMICS		222,288.31	0.00	222,288.31	31,364.20	183,721.67	7,202.44
326 ENGLISH/SECOND LANG. INTSR.		764,121.11	-168,017.60	596,103.51	69,118.59	424,696.24	102,288.68
332 CURRICULUM SUPERVISION COORDINATION		0.00	85,198.85	85,198.85	97,265.90	0.00	-12,067.05
338 MUSIC TEACHER		288,970.47	204,048.00	493,018.47	47,135.57	286,595.29	159,287.61
345 SHARED BUSINESS OFFICIAL		0.00	30,187.00	30,187.00	13,801.88	15,000.00	1,385.12

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 10/31/2023
Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
346	AUDIOLOGY/OSWEGO BOCES	125,559.12	112,130.51	237,689.63	0.00	0.00	237,689.63
355	GENERAL SUPERVISION COORDINATION	78,300.20	0.00	78,300.20	11,804.84	42,496.35	23,999.01
357	BILINGUAL/ESL ITINERANT MADISON BOCES	21,720.00	920.00	22,640.00	0.00	0.00	22,640.00
402	EXPLOR. ENRICHMENT/JEFF LEWIS BOCES	9,100.00	6,740.00	15,840.00	15,840.00	0.00	0.00
405	PERFORMING ARTS	138,747.86	237,923.35	376,671.21	175,126.02	51,326.28	150,218.91
408	ALTERNATIVE EDUCATION	6,020,577.95	48,858.32	6,069,436.27	876,492.27	4,893,244.20	299,699.80
410	HOSPITAL BASED/ONONDAGA BOCES	8,856.00	-756.00	8,100.00	0.00	0.00	8,100.00
411	ALTERNATIVE H.S. EQUIV	66,697.64	0.00	66,697.64	9,219.32	55,217.59	2,260.73
415	PORTABLE PLANETARIUM	0.00	975.00	975.00	0.00	450.19	524.81
417	GED - EA - MADISON BOCES	148,529.24	-5,954.24	142,575.00	0.00	0.00	142,575.00
420	REGIONAL PROGRAM EXCELLENCE	149,635.78	4,634.00	154,269.78	23,129.69	72,942.44	58,197.65
426	DISTANCE LEARNING/MADISON BOCES	85,591.45	573,178.35	658,769.80	0.00	0.00	658,769.80
427	SUMMER SCHOOL/MADISON BOCES	0.00	0.00	0.00	0.00	0.00	0.00
428	SUMMER SCHOOL	614,095.28	-162,043.43	452,051.85	548,807.93	10,447.54	-107,203.62
438	DISTANCE LEARNING	1,865,276.50	633,750.25	2,499,026.75	374,344.47	1,666,576.66	458,105.62
479	DL SYNERGY VIRTUAL HS/CITI BOCES	47,800.00	-10.00	47,790.00	0.00	0.00	47,790.00
502	EDUCATIONAL COMMUNICATIONS	982,895.14	23,096.03	1,005,991.17	268,393.95	375,706.95	361,890.27
504	TECHNICAL REPAIR SERVICE	1,319,273.91	148,368.16	1,467,642.07	261,917.29	612,212.74	593,512.04
505	PRINTING	1,220,991.98	-70,777.23	1,150,214.75	417,563.88	765,202.22	-32,551.35
509	SCH. CURRICAYUGA BOCES	42,946.93	-1,038.49	41,908.44	4,211.93	4,188.50	33,508.01
510	LEARNING TECHNOLOGY	3,141,049.04	873,494.73	4,014,543.77	566,152.76	2,079,120.27	1,369,270.74
511	SCH. CURR./CAPITAL REGION	0.00	8,625.22	8,625.22	0.00	0.00	8,625.22
514	MODEL SCHOOLS-MADISON BOCES	267,468.97	7,414.43	274,883.40	0.00	0.00	274,883.40
515	COMMON LEARNING OBJ-MADISON BOCES	2,855,002.20	209,458.60	3,064,460.80	0.00	0.00	3,064,460.80
518	SCIENCE KITS	1,165,890.96	332,981.50	1,498,872.46	353,571.54	969,393.89	175,907.03
520	SCH CURR./MADISON BOCES	975.00	25.00	1,000.00	0.00	0.00	1,000.00
521	SCHOOL CURRICULUM IMPROVEMENT SERVICE	2,022,062.60	613,923.17	2,635,985.77	709,448.74	1,288,836.44	637,700.59
535	SCH CURRIC/HERKIMER BOCES	0.00	170.30	170.30	0.00	170.30	0.00
538	MODEL SCHOOLS	427,226.25	-119,336.83	307,889.42	77,834.79	206,055.17	23,999.46
543	HRD/SFTWARE/OSWEGO BOCES	2,920.20	704.90	3,625.10	0.00	0.00	3,625.10
545	COMMUNITY SCHOOL RESOURCES	2,342,875.50	287,351.33	2,630,226.83	333,911.07	825,470.00	1,470,845.76
547	CDOS CREDENTIAL MGT SYS OSWEGO BOCES	2,770.35	250.00	3,020.35	0.00	0.00	3,020.35
549	SEC III INTERSCHOLASTIC SPORTS/OCM BOCES	0.00	66,146.49	66,146.49	5,926.62	6,691.10	53,528.77
555	SUPERINTENDENT EVAL/ERIE 2 BOCES	2,176.88	0.00	2,176.88	0.00	0.00	2,176.88
560	CPSE	133,171.65	-8,520.00	124,651.65	21,033.77	90,374.77	13,243.11
565	SCH CURRICULUM/ERIE 2 BOCES	6,600.00	0.00	6,600.00	0.00	0.00	6,600.00
570	HOME SCHOOL COORDINATION/MADISON BOCES	0.00	0.00	0.00	0.00	0.00	0.00
573	INSTR TECHNOLOGY/CAP REGION BOCES	0.00	1,751.12	1,751.12	1,751.12	0.00	0.00
574	SABA (SCHOOL AND BUSINESS ALLIANCE)	418,374.23	62,358.95	480,733.18	78,164.02	299,120.17	103,448.99
576	LIBRARY MEDIA SERVICE	674,694.20	167,566.41	842,260.61	437,385.81	195,737.97	209,136.83

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 10/31/2023
Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
578	LIBRARY AUTOMATION - MADISON BOCES	178,439.50	-15,151.50	163,288.00	0.00	0.00	163,288.00
579	DIVERSITY EQUITY & INCL/TOMPKINS BOCES	1,050.00	386.00	1,436.00	143.60	143.60	1,148.80
601	COMPUTER SERVICES - MADISON BOCES	10,728,652.23	43,791.44	10,772,443.67	0.00	0.00	10,772,443.67
602	NEGOTIATIONS - MADISON BOCES	369,156.30	15,173.70	384,330.00	0.00	0.00	384,330.00
603	SCHOOL COMMUNICATIONS	746,836.72	201,120.03	947,956.75	207,364.84	546,998.92	193,592.99
604	CENTRAL BUSINESS OFFICE	489,491.33	1,730.94	491,222.27	111,897.75	182,608.91	196,715.61
607	STAFF DEVELOPMENT - BUS DRIVERS	0.00	5,620.00	5,620.00	6,735.67	10,072.50	-11,188.17
609	PLANNING SER: MANAGEMENT OCM BOCES	55,540.00	658.00	56,198.00	5,619.80	5,619.80	44,958.40
610	TELEPHONE INTERCONNECT	723,670.86	306,250.61	1,029,921.47	178,015.94	522,382.69	329,522.84
611	REGIONAL BUS MAINTENANCE-MADISON BOCES	175,000.00	0.00	175,000.00	0.00	0.00	175,000.00
612	HEALTH COORDINATION/HERKIMER BOCES	12,259.00	0.00	12,259.00	1,225.90	1,225.90	9,807.20
613	FACILITY SERVICES	122,098.00	-45,786.75	76,311.25	27,974.76	47,495.22	841.27
614	SAFETY TRAINING/HERKIMER BOCES	0.00	21,320.00	21,320.00	0.00	4,264.00	17,056.00
615	POLICY PLANNING ERIE I	12,727.98	561.40	13,289.38	3,322.35	1,107.45	8,859.58
616	EMPLOYEE ASSISTANCE PROGRAM	27,160.00	0.00	27,160.00	6,949.80	15,636.89	4,573.31
617	TEACHER RECRUITING SERVICE	0.00	499.00	499.00	0.00	499.00	0.00
618	EMPLOYEE BENEFIT COORDINATION	200,372.14	50,000.00	250,372.14	36,097.86	136,219.01	78,055.27
620	SAFETY COORDINATOR	772,749.89	179,715.00	952,464.89	165,100.79	488,484.91	298,879.19
621	COORDINATION OF INSURANCE MANAGEMENT	8,464.00	0.00	8,464.00	3,276.45	7,892.07	-2,704.52
622	REGIONAL BUS RADIOS - MADISON BOCES	9,800.00	128.00	9,928.00	0.00	0.00	9,928.00
623	STATE AID PLANNING - QUESTAR III BOCES	44,515.00	-2,335.00	42,180.00	0.00	42,180.00	0.00
625	SUBSTITUTE TEACHER SERVICE	166,302.31	14,683.43	180,985.74	23,223.57	81,115.42	76,646.75
626	CENTRAL SCHOOL FOOD MANAGEMENT	777,436.61	224,983.12	1,002,419.73	157,453.93	460,188.68	384,777.12
627	RECORDS RETENTION	121,516.54	42,935.70	164,452.24	33,350.28	98,564.73	32,537.23
628	TELECOMMUNICATIONS	337,300.42	224,640.04	561,940.46	124,801.23	341,246.89	95,892.34
631	COOPERATIVE BID/MAD. BOCES	61,356.00	-239.70	61,116.30	0.00	0.00	61,116.30
632	HEALTH CARE COORD./DELAWARE BOC	22,969.00	1,778.00	24,747.00	2,474.70	2,474.70	19,797.60
633	GASB 45 PLNG/QUESTAR III	26,246.00	-5,091.00	21,155.00	0.00	4,231.00	16,924.00
634	STAFF DEV BD OF ED - HERKIMER BOCES	13,302.00	2,120.11	15,422.11	1,542.20	1,542.19	12,337.72
636	GASB 45 PLANNING/CLINTON-ESSEX	17,080.00	-4,610.00	12,470.00	3,117.48	0.00	9,352.52
637	FIXED ASSET INVENTORY/QUESTAR III	26,570.00	4,891.00	31,461.00	0.00	6,292.20	25,168.80
639	TRANSP./MADISON BOCES	1,926.00	-1,926.00	0.00	0.00	0.00	0.00
640	DRUG TESTING/JEFF-LEWIS BOCES	19,851.00	-3,205.50	16,645.50	4,620.50	4,872.00	7,153.00
641	ON-LINE APPL./PUTNAM BOCES	43,202.00	291.25	43,493.25	0.00	4,349.33	39,143.92
646	MEDICAID REIMBURSEMENT/MADISON BOCES	25,602.54	2,828.96	28,431.50	0.00	0.00	28,431.50
649	ACA COMPLIANCE/MADISON BOCES	15,988.00	1,299.05	17,287.05	0.00	0.00	17,287.05
650	TESTING - NYS ALT ADDMT-CAP REGION BOCES	80,370.00	2,882.40	83,252.40	77,576.10	630.70	5,045.60
651	SCRIC/BROOME BOCES	49,984.65	7,251.19	57,235.84	57,235.84	0.00	0.00
655	SPECIAL ED AID ASSISTANCE SVC/QUESTAR	31,645.75	633.25	32,279.00	0.00	6,455.80	25,823.20
656	EMPLOYEE RELATIONS/ONC BOCES	17,875.00	536.00	18,411.00	3,682.20	1,841.10	12,887.70

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 10/31/2023
Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
658 COOP BID/DCMO BOCES		19,416.94	5,934.12	25,351.06	2,535.11	2,535.10	20,280.85
659 TIER 4 ENHANCED/CAP REGION BOCES		143,261.64	346,553.06	489,814.70	57,568.61	26,557.59	405,688.50
660 EMPLOYEE ASSISTANCE/DCMO BOCES		7,963.86	383.26	8,347.12	834.71	834.71	6,677.70
661 WEB HOSTING/CAPITAL REGION BOCES		0.00	4,285.00	4,285.00	2,142.48	714.16	1,428.36
662 COMPUTER MANAGEMENT/S.WESTCHESTER BOCES		0.00	62,050.06	62,050.06	0.00	6,316.47	55,733.59
679 PLANNING SERVICE/ERIE 2 BOCES		0.00	15,400.00	15,400.00	0.00	1,711.11	13,688.89
701 OPERATIONS & MAINTENANCE		3,462,518.37	24,524.25	3,487,042.62	752,521.58	1,486,545.49	1,247,975.55
702 SPECIAL EDUCATION ADMINISTRATION		1,196,699.65	-26,072.00	1,170,627.65	303,291.46	680,435.26	186,900.93
703 PROGRAM TRANSPORTATION		288,198.99	2,239.94	290,438.93	3,523.65	359,838.13	-72,922.85
704 CENTRAL SUPERVISION		473,079.11	-34,294.00	438,785.11	121,713.82	310,808.07	6,263.22
706 GENERAL ITINERANT SUPERVISION		0.00	0.00	0.00	0.00	0.00	0.00
707 TRANSITION PLANNING SERVICE		55,715.00	0.00	55,715.00	17,258.36	32,964.58	5,492.06
708 TEACHING ASSISTANT		963,974.79	0.00	963,974.79	89,529.13	595,710.38	278,735.28
709 RESEARCH AND DEVELOPMENT		254,103.00	0.00	254,103.00	32,140.40	73,719.87	148,242.73
713 INFO & TECH SUPERVISION		496,032.66	7,697.46	503,730.12	111,851.50	235,483.47	156,395.15
715 Speech Therapy - Related Service		915,057.57	0.00	915,057.57	100,845.81	630,435.19	183,776.57
716 Visually Impaired - Related Service		41,152.62	0.00	41,152.62	3,395.67	23,553.02	14,203.93
718 Hearing Impaired - Related Service		0.00	0.00	0.00	1,142.40	7,598.07	-8,740.47
720 PHYSICAL THERAPY - RELATED SERVICE		199,749.99	0.00	199,749.99	34,985.94	190,092.12	-25,328.07
721 School Social Worker		1,291,576.00	0.00	1,291,576.00	176,056.45	1,066,469.69	49,049.86
722 Occupational Therapy		349,658.16	0.00	349,658.16	23,888.52	139,600.13	186,169.51
Total GENERAL FUND		87,277,546.92	6,016,405.23	93,293,952.15	15,258,106.08	43,281,792.71	34,754,053.36

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 10/31/2023

Fiscal Year: 2024

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	1,500,000.00	0.00	1,500,000.00	104,420.91	1,395,579.09	
791.000-1445-000	791.000	Other Food Sales-Invoices	125,000.00	0.00	125,000.00	74.25	124,925.75	
791.000-2252-999	791.000	Est. for Carryover Encumbrance	0.00	0.00	0.00	0.00		
791.000-2401-000	791.000	Interest & Profits on Dep	0.00	0.00	0.00	0.00		
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	0.00	15,000.00	
791.000-2770-001	791.000	Misc Revenue - Fees Collected	5,000.00	0.00	5,000.00	0.00	5,000.00	
791.000-3190-000	791.000	State Aid - Lunch Program	4,643,960.42	0.00	4,643,960.42	753,098.00	3,890,862.42	
791.000-3190-001	791.000	Surplus Food/Wrhouse/Inv	250,000.00	0.00	250,000.00	0.00	250,000.00	
791.000 Service Subtotal			6,538,960.42	0.00	6,538,960.42	857,593.16	5,681,367.26	0.00
Total SCHOOL LUNCH FUND			6,538,960.42	0.00	6,538,960.42	857,593.16	5,681,367.26	0.00

Selection Criteria

Criteria Name: Shared: LUNCH EOM RPT Modified
As Of Date: 10/31/2023
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: 10/31/2023
Fiscal Year: 2024

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	2,587,500.00	0.00	2,587,500.00	361,419.17	0.00	2,226,080.83
791-2860-200	EQUIPMENT	8,400.00	0.00	8,400.00	0.00	0.00	8,400.00
791-2860-301	SUPPLIES - FOOD	2,100,000.00	0.00	2,100,000.00	99,629.85	2,775,570.15	-775,200.00
791-2860-302	SUPPLIES - OTHER	103,740.00	0.00	103,740.00	10,958.51	308,960.05	-216,178.56
791-2860-303	SURPL FOOD/WRHOUSE/INV	414,960.00	0.00	414,960.00	0.00	0.00	414,960.00
791-2860-400	MISC CONTR	49,140.00	0.00	49,140.00	7,091.33	57,701.17	-15,652.50
791-2860-401	TRAVEL	3,675.00	0.00	3,675.00	1,676.86	83.51	1,914.63
791-2860-402	USE OF SCHOOL FACILITIES	228,845.00	0.00	228,845.00	0.00	0.00	228,845.00
791-2860-403	INSURANCE	1,300.00	0.00	1,300.00	0.00	0.00	1,300.00
791-2860-405	DEBIT CARD TRANS FEES	70,000.00	0.00	70,000.00	0.00	0.00	70,000.00
791-2860-801	ERS	199,237.50	0.00	199,237.50	25,475.19	0.00	173,762.31
791-2860-802	FICA	197,943.75	0.00	197,943.75	26,962.78	0.00	170,980.97
791-2860-803	WK COMP	97,031.25	0.00	97,031.25	13,553.22	0.00	83,478.03
791-2860-804	HEALTH INS	477,187.92	0.00	477,187.92	0.00	386,725.24	90,462.68
791.000 SCHOOL LUNCH FUND - Service Subtotal		6,538,960.42	0.00	6,538,960.42	546,766.91	3,529,040.12	2,463,153.39
Total SCHOOL LUNCH FUND		6,538,960.42	0.00	6,538,960.42	546,766.91	3,529,040.12	2,463,153.39

VII B. 2.
Approval of 2023-2024 Budget
Adjustment Report, October
December 13, 2023

ONEIDA-HERKIMER-MADISON BOCES
BUDGET ADJUSTMENTS

October 2023 Report for December Meeting

Description	2023-2024		Adjustments		07/31/23	08/01/23	08/01/23	09/01/23	10/01/23	Net	Revised
	Adopted	Budget	per	Contracts	Contract	08/31/23	Changes	09/30/23	Changes		
				Totals	Totals	Changes	Changes	Changes	Changes	Changes	Budget
A000 ADMINISTRATION											
A001 Administration	4,132,816		90,905	4,223,721						-	4,223,721
A002 Rent & Capital Budgets	3,236,699		-	3,236,699						-	3,236,699
A000 ADMINISTRATION TOTAL	7,369,515		90,905	7,460,420							7,460,420
A100 VOCATIONAL EDUCATION											
A101 Occupational Education	8,729,015		69,229	8,798,244			(379,354)			(379,354)	8,418,890
A102 Adult Education	43,755		-	43,755						-	43,755
A103 Secondary Occ Ed./Madison BOCES	22,118		11,445	33,563				(10,673)	*	(10,673)	22,890
A107 Multi. Occupational Education	611,911		47,956	659,867				246,591	*	246,591	906,458
A109 Occup. Ed./Madison BOCES	30,006		12,384	42,390				(10,002)	*	(10,002)	32,388
A100 VOCATIONAL EDUCATION TOTAL	9,436,805		141,014	9,577,819				(379,354)		(153,438)	9,424,381
A200 SPECIAL EDUCATION											
A201 Special Class 8:1:1	7,523,918		182,875	7,706,793			922,365			922,365	8,629,158
A203 Adjustment	1,239,460		(98,590)	1,140,870			(1,140,870)			(1,140,870)	-
A204 12:1:1	2,131,875		114,624	2,245,999						-	2,245,999
A205 Option II/Madison BOCES	488,129		22,887	481,016						(82,231)	398,785
A206 Transition Services	547,509		(5,213)	542,296						53,047	595,343
A209 Severely Handicapped	6,725,382		(92,690)	6,632,692						-	6,632,692
A214 Sndry Int.Mgt.Needs/Madison BOCES	348,037		11,360	359,397						(66,631)	292,766
A216 Spec.Ed./1:6:1	2,864,944		67,530	2,932,474						-	2,932,474
A222 Autism Program/Madison BOCES	281,958		53,236	335,194				(9,644)		(9,644)	325,550
A225 Elementary IMN/Madison BOCES	401,879		39,415	441,294				(7,293)		(7,293)	434,001
A228 Skills Dev-Elem (12:1:1)/Madison BOCES	-		83,833	83,833						-	83,833
A232 Autism-Secondary (6:1:1)/Madison BOCES	-		131,424	131,424				(2,000)		(2,000)	129,424
A200 SPECIAL EDUCATION TOTAL	22,522,591		510,690	23,033,281				(218,505)		(333,257)	22,700,024
A300 ITINERANTS											
A303 Art	174,334			174,334						(24,905)	149,429
A305 Guidance	258,579		(77,574)	181,005				77,574	*	77,574	258,579
A306 Technology	86,204			86,204						-	86,204
A308 Physical Education	139,748			139,748						-	139,748
A310 Nurse Practitioner	406,493		(50,812)	355,681				15,085		15,085	370,766

Description	2023-2024		Adjustments		07/31/23	08/01/23	09/01/23	10/01/23	Net	Revised
	Adopted	Budget	per	Contracts	Contract	08/31/23	09/30/23	10/31/23		
	Budget	Contracts	Contracts	Totals	Changes	Changes	Changes	Changes	Changes	Budget
A312 School Physician	61,237	(6,182)		55,055					-	55,055
A313 School Psychologist	358,139	52,762		410,901	13,167				13,167	424,068
A314 School Social Worker	277,790	(41,154)		236,636					-	236,636
A315 Speech Impaired	697,261	(30,122)		667,139	857				857	667,996
A316 Visually Impaired	109,687			109,687	366				366	110,052
A317 Computer Instruction	75,516			75,516			(75,516)		(75,516)	-
A318 Hearing Impaired	163,415			163,415					-	163,415
A321 Physical Therapy	162,300			162,300					-	162,300
A322 Occupational Therapy	238,361			238,361					-	238,361
A325 Home Economics	140,213			140,213					*	116,845
A326 English/Second Language	682,572	(126,013)		556,558		(42,004)			(42,004)	514,554
A332 Curriculum Supervision	-			-	20,005	16,611		30,721	67,337	67,337
A338 Music Teacher	183,643	(40,810)		142,834				244,858	244,858	387,691
A345 Shared Business Official	-	15,000		15,000				15,187	15,187	30,187
A346 Audiology/Oswego BOCES	125,559	(3,210)		122,349				115,340	115,340	237,690
A355 General Supervision	81,400			81,400					-	81,400
A357 Bilingual/ESL Itinerant/Madison BOCES	21,720	920		22,640					-	22,640
A300 ITINERANTS TOTAL	4,444,168	(307,194)		4,136,974	34,394	(10,309)		359,890	383,976	4,520,950
A400 GENERAL EDUCATION										
A402 Explor. Enrichment/Jeff-Lewis BOCES	9,100			9,100		6,740			6,740	15,840
A405 Performing Arts	140,013	64,313		204,325	19,745			133,928	173,611	377,936
A408 Alternative Education	7,255,284	138,024		7,393,308				(51,177)	(51,177)	7,342,131
A410 Hospital Based/Onondaga BOCES	8,856	(756)		8,100					-	8,100
A411 Alternative High School Equivalency	66,810			66,810					-	66,810
A415 Portable Planetarium	-			-	975				975	975
A417 Equivalent Attendance/Madison BOCES	148,529	(5,954)		142,575				(0)	(0)	142,575
A420 Regional Program Excellence	163,852	(8,200)		155,652		6,417		6,417	12,834	168,486
A426 Distance Learning/Madison BOCES	85,591	491,725		577,317		55,969		25,484	81,453	658,770
A428 Summer School	647,736	(58,991)		588,745				(90,722)	(90,722)	498,023
A438 Distance Learning	1,934,902	233,918		2,168,820	11,030	335,635		37,354	384,019	2,552,839
A479 DL Synergy Virtual HS/CIT/BOCES	47,800	(35,850)		11,950		19,310		15,830	35,840	47,790
A400 GENERAL EDUCATION TOTAL	10,508,473	818,228		11,326,701	31,750	444,610		77,214	553,573	11,880,274
A500 INSTRUCTIONAL SUPPORT										
A502 Library Media	1,031,189	22,532		1,053,720					-	1,053,720
A504 Audio Visual/Video Repair	986,940	143,232		1,130,172				5,000	5,000	1,135,172

Description	2023-2024		Adjustments		07/31/23	08/01/23	09/01/23	10/01/23	Net	Revised
	Adopted	Budget	per	Contracts	Contract	Changes	Changes	Changes		
A505 Printing Services	1,215,969		(145,677)		1,070,292				-	1,070,292
A509 Sch. Curr./Cayuga BOCES	42,947		(1,882)		41,065		4,212	(3,368)	843	41,908
A510 Learning Technology	3,205,941		599,625		3,805,567	269,349	4,630	890	273,869	4,079,436
A511 Sch Curric/Capital Region BOCES	-		8,625		8,625				-	8,625
A514 Model Schools/Madison BOCES	267,469		7,414		274,883				-	274,883
A515 Com Objective/Madison BOCES	2,855,002		(114,206)		2,740,796		306,566	17,099	323,665	3,064,461
A518 Science Kits	1,258,319		543		1,258,863	7,414	359,729	39,440	406,583	1,665,446
A520 School Curriculum/Madison BOCES	975		(325)		650		700	(350)	350	1,000
A521 School Curriculum Improvement	1,828,832		86,499		1,915,331	381,477	58,518	48,410	488,404	2,403,735
A535 School Curriculum /Herkimer BOCES	-				-			170	170	170
A538 Model Schools	295,607		(155,074)		140,533		239		239	140,772
A543 Hard/Software/Oswego BOCES	2,920				2,920			466	466	3,387
A545 Community School Resources	2,480,038		122,000		2,602,038	320	197,116	7,150	204,586	2,806,625
A547 CDOs Credential Mgmt Sys/Oswego BOCES	2,770				2,770			250	250	3,020
A549 Sec III Inrschol Sports/OCM BOCES	-				-		59,266	6,880	66,146	66,146
A555 Superintendent Eval/Erie 2 BOCES	2,177				2,177				-	2,177
A560 Committee Preschool Special Ed	152,295				152,295	(9,520)			(8,520)	143,775
A565 School Curriculum/Erie 2 BOCES	6,600				6,600				-	6,600
A573 Instr Technology/Cap Region BOCES	-				-		1,751		1,751	1,751
A574 School and Business Alliance	415,175		(26,281)		388,894		88,640		88,640	477,534
A576 Library Services	699,318		101,885		801,204	68,859	1,080		69,939	871,143
A578 Library Automation/Madison BOCES	178,440		(15,200)		163,240			48	48	163,288
A579 Diversity Equity/Tompkins BOCES	1,050				1,050		386		386	1,436
A500 INSTRUCTIONAL SUPPORT TOTAL	16,929,974		633,713		17,563,686	717,899	1,082,832	122,086	1,922,817	19,486,504
A600 NON-INSTRUCTIONAL PROGRAMS										
A601 Computer Services/Madison BOCES	10,728,652		(91,755)		10,636,898		57,090	78,456	135,546	10,772,444
A602 Negotiations/Madison/Broome BOCES	369,156		(60,850)		308,306		4,708	71,316	76,024	384,330
A603 School Communications	518,351		72,291		590,642	129,184			129,184	719,826
A604 Central Business Office	509,846		1,731		511,577				-	511,577
A607 Staff Development Bus Drivers	-				-		5,620		5,620	5,620
A609 Energy Services/Onondaga BOCES	55,540		1,080		56,620		(422)		(422)	56,198
A610 Interconnect Telephone	710,645		222,159		932,804	83,280			83,280	1,016,084
A611 Bus Maint/Madison BOCES	175,000				175,000				-	175,000
A612 Health Coord /Herkimer BOCES	12,259				12,259			(21,263)	-	12,259
A613 Facilities Service	56,700				56,700				(21,263)	35,438
A614 Safety Training/Herkimer BOCES	-				-			21,320	21,320	21,320

Description	2023-2024		Adjustments		07/31/23		08/01/23		09/01/23		10/01/23		Net Changes	Revised Budget
	Adopted Budget	per Contracts	Contract Totals	07/31/23	08/31/23	09/30/23	10/31/23	09/01/23		10/01/23				
								Changes	Budget	Changes	Budget			
A615 Policy Planning/Erie 1	12,728	561	13,289										-	13,289
A616 Employee Assistance Program	20,608		20,608										-	20,608
A617 Teacher Recruiting Service	-	499	499										-	499
A618 Employee Benefits Coordination	133,166	50,000	183,166										-	183,166
A620 Safety/Asbestos/Struct/Fire Inspections	730,880	122,307	853,187				56,769	1,360	855				58,984	912,171
A621 Liability Insurance Consortium	7,125		7,125										-	7,125
A622 Regional Bus Radians/Madison BOCES	9,800	128	9,928										-	9,928
A623 State Aid Planning/Questar III BOCES	44,515	(2,335)	42,180										-	42,180
A625 Substitute Calling Service	180,573	14,683	195,256										-	195,256
A626 School Food Service	740,177	224,983	965,160										-	965,160
A627 Records Retention	118,080	42,936	161,016										-	161,016
A628 Telecommunications	307,609	224,640	532,249										-	532,249
A631 Cooperative Bid/Madison BOCES	61,356	(240)	61,116										-	61,116
A632 Health Care Coord./Delaware BOCES	22,969	1,778	24,747										-	24,747
A633 GASB 45/Questar III BOCES	26,246	739	26,985					(5,830)					(5,830)	21,155
A634 Staff Dev./Board/Herkimer BOCES	13,302		13,302					2,120					2,120	15,422
A636 GASB 45/Clinton-Essex BOCES	17,080	(4,610)	12,470										-	12,470
A637 Fixed Assets/Questar III BOCES	26,570	4,891	31,461										-	31,461
A639 Transp./Madison BOCES	1,926	10,088	12,014						(12,014)				(12,014)	-
A640 Drug Testing/Leff-Lewis BOCES	19,851		14,286					146					2,360	16,646
A641 On-Line Application/Putnam BOCES	43,202	291	43,493										-	43,493
A646 Medicaid Reimburs./Madison BOCES	25,603	2,829	28,432										-	28,432
A649 ACA Compliance/Madison BOCES	15,988	1,299	17,287										-	17,287
A650 Testing-NYS Alt Addmt/Cap Region BOCES	80,370	2,882	83,252										-	83,252
A651 SCRIC/Broome BOCES	49,985	7,251	57,236										-	57,236
A655 Special Ed Aid Assistance Svc/Questar III BOCES	31,646	633	32,279					0					0	32,279
A656 Employee Relations/ONC BOCES	17,875	536	18,411										-	18,411
A658 Coop Bid/DCMO BOCES	19,417	5,934	25,351										-	25,351
A659 Tier 4 Enhanced/Cap Region BOCES	143,262	339,185	482,447						7,368				7,368	489,815
A660 Employee Assistance/DCMO BOCES	7,964	160	8,124										223	8,347
A661 Web Hosting/Capital Region BOCES	-	4,285	4,285										-	4,285
A662 Computer Management/S. Westchester BOCES	-	-	-										-	62,050
A679 Planning Service/Erie 2 BOCES	-	-	-						62,050				62,050	62,050
A600 NON-INSTRUCTIONAL SERVICES TOTAL	16,066,021	1,195,427	17,261,448				269,233	65,014	225,703				559,950	17,821,398

A700 INTERNAL

A701 Operations and Maintenance

Description	2023-2024	Adjustments	07/31/23	08/01/23	09/01/23	10/01/23	Net	Revised
	Adopted	per	Contract	08/31/23	09/30/23	10/31/23		
	Budget	Contracts	Totals	Changes	Changes	Changes	Changes	Budget
A713 Infor and Technology Supervision	-	-	-	-	-	-	-	-
A700 INTERNAL	-	-	-	-	-	-	-	-
TOTALS	87,277,547	3,082,784	90,360,331	834,771	1,202,794	896,057	2,933,621	93,293,952

MONTHLY ADJUSTMENTS OVER 10% OF BUDGET

A103 Secondary Occ Ed/Madison BOCES	(10,673)							
A107 Multi. Occupational Education	246,591							
A109 Occup. Ed./Madison BOCES	(10,002)							
A205 Option II/Madison BOCES	(82,231)							
A214 Scndry Int.Mgt.Needs/Madison BOCES	(66,631)							
A303 Art	(24,905)							
A305 Guidance	77,574							
A325 Home Economics	(23,369)							
A332 Curriculum Supervision	30,721							
A338 Music Teacher	244,838							
A345 Shared Business Official	15,187							
A346 Audiology/Oswego BOCES	115,340							
A405 Performing Arts	133,928							
A428 Summer School	(90,722)							
A479 DL Synergy Virtual HS/CITI BOCES	15,930							
A520 School Curriculum/Madison BOCES	(350)							
A535 School Curriculum / Herkimer BOCES	170							
A543 Hard/Software/Oswego BOCES	466							
A549 Sec III Inrschol Sports/OCM BOCES	6,880							
A602 Negotiations/Madison/Broome BOCES	71,316							
A613 Facilities Service	(21,263)							
A614 Safety Training/Herkimer BOCES	21,320							
A640 Drug Testing/Jeff-Lewis BOCES	2,214							
A662 Computer Management/S. Westchester BOCES	62,050							
A679 Planning Service/Erie 2 BOCES	15,400							

The contract provides the revenue necessary to pay for salaries, equipment, supplies and contractual obligations of programs at BOCES.

Resolution:

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

SM:ct

Attachments

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

Final 2022-2023 AS-7 Contract

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

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

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

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
11.010	ADMINISTRATIVE COSER	822.0000	100.7890	PER RWADA	0.00	82,848.56	0.00	82,848.56
12.010	RENT	822.0000	17.0570		0.01	11,290.01	2,730.85	14,020.86
12.020	CAPITAL FUND	822.0000	113.5965	PER RWADA	-0.02	93,510.56	-134.26	93,376.30
11.010	OCCUPATIONAL EDUCATION	0.0000	0.0000	STUDENT AVG	356,342.00	356,342.00	0.00	356,342.00
17.010	OCCUPATIONAL EDUCATION-HANDICAPPED	5.0000	8,474.0000	PER STUDENT	0.00	25,422.00	16,948.00	42,370.00
11.010	8:1:2 PROGRAM	20.0000	37,425.0000	TUITION RATE	0.00	748,500.00	0.00	748,500.00
11.015	8:1:2 + 1 PROGRAM	1.0000	40,420.0000	PER STUDENT FTE	0.00	40,420.00	0.00	40,420.00
11.708	8:1:2 PROGRAM TEACHING ASST	0.1375	49,925.0000	PER FTE	0.00	0.00	6,864.69	6,864.69
11.715	8:1:2 PROGRAM SPEECH IMPAIRED - RS	3.8000	4,553.0000	PER HOUR	0.00	18,212.00	-910.60	17,301.40
11.720	8:1:2 PROGRAM PHYS THERAPY - RS	2.3500	4,720.0000	PER HOUR	0.00	9,440.00	1,652.00	11,092.00
11.721	8:1:2 PROGRAM SOCIAL WORKERS	20.4500	3,860.0000	PER 1/2 HOUR	0.00	92,640.00	-13,703.00	78,937.00
11.722	8:1:2 PROGRAM OCC THERAPY - RS	3.3500	4,160.0000	PER HOUR	0.00	16,540.00	-2,704.00	13,836.00
13.010	12:1:1 ADJUSTMENT PROGRAM	1.0000	48,725.0000	TUITION RATE	0.00	48,725.00	0.00	48,725.00
13.721	ADJUSTMENT- COUNSELING -RS	1.0000	3,860.0000	PER 1/2 HOUR	0.00	3,860.00	0.00	3,860.00
14.010	12:1:1 MILD/MODERATE PROGRAM	5.0000	27,518.0000	TUITION RATE	0.00	137,590.00	0.00	137,590.00
14.708	12:1:1 MILD/MODERATE TEACH ASST	0.0000	49,925.0000	PER FTE	0.00	24,962.50	-24,962.50	0.00
14.715	12:1:1 MILD/MODERATE SPEECH IMP-RS	2.0000	4,553.0000	PER HOUR	0.00	13,659.00	-4,553.00	9,106.00
14.720	12:1:1 MILD/MOD PHYS THERAPY-RS	1.0000	4,720.0000	PER HOUR	0.00	4,720.00	0.00	4,720.00
14.721	12:1:1 MILD/MODERATE COUNSELING-RS	4.0500	3,860.0000	PER 1/2 HOUR	0.00	19,300.00	-3,667.00	15,633.00
14.722	12:1:1 MILD/MODERATE OCC THER - RS	1.0000	4,160.0000	PER HOUR	0.00	8,320.00	-4,160.00	4,160.00
16.020	TRANSITION SERVICES	0.0000	4,950.0000	PER STUDENT	0.00	19,720.00	-19,720.00	0.00

ONEIDA HERKIMER MADISON BOCES
PO BOX 70
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Final 2022-2023 AS-7 Contract

ONEIDA HERKIMER MADISON BOCES
WATERVILLE CSD

School Year 2022-23

Program/ Initial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
9.010	12:1:4 DEV/MD PROGRAM	6.3250	39,126.0000	TUITION RATE	0.00	195,630.00	51,841.95	247,471.95
9.715	12:1:4 DEV/MD SPEECH - RS	8.1500	4,553.0000	PER HOUR	0.00	22,765.00	14,341.95	37,106.95
9.716	12:1:4 DEV/MD VISUALLY IMP-RS	2.0000	6,153.0000	PER HOUR	0.00	6,153.00	6,153.00	12,306.00
9.718	12:1:4 DEV/MD HEARING IMP-RS	0.4875	7,504.0000	PER HOUR	0.00	0.00	3,658.20	3,658.20
9.720	12:1:4 DEV/MD PHYS THERAPY-RS	4.3250	4,720.0000	PER HOUR	0.00	14,160.00	6,254.00	20,414.00
9.721	12:1:4 DEV/MD SOCIAL WORKER - RS	8.0000	3,860.0000	PER 1/2 HOUR	0.00	19,300.00	11,580.00	30,880.00
9.722	12:1:4 DEV/MD OCCUP THERAPY-RS	4.8250	4,160.0000	PER HOUR	0.00	12,480.00	7,592.00	20,072.00
6.010	6:1:2 PROGRAM	0.3000	76,355.0000	STUDENT FTE	0.00	0.00	22,906.50	22,906.50
6.721	6:1:2 PROGRAM COUNSELING - RS	0.3000	3,860.0000	PER 1/2 HOUR	0.00	0.00	1,158.00	1,158.00
0.010	NURSE PRACTITIONER	0.2000	120,637.5000	PER FTE	0.00	24,127.50	0.00	24,127.50
2.010	MEDICAL DIRECTOR	1.0000	1,905.5000	DOSHS DIRECTOR	0.00	1,905.50	0.00	1,905.50
2.020	SCHOOL PHYSICIAN	2.0000	1,023.8200	PHYS CONSULTANT	0.00	2,047.64	0.00	2,047.64
3.010	SCHOOL PSYCHOLOGIST	0.8000	105,335.0000	PER FTE	0.00	84,268.00	0.00	84,268.00
3.011	PSYCHOLOGIST-ADD'L SERVICES	0.0000	0.0000	PER FTE	127.92	0.00	127.92	127.92
4.010	SCHOOL SOCIAL WKR	0.4000	90,646.6000	PER FTE	0.00	72,517.28	-36,258.64	36,258.64
5.010	SPEECH IMPAIRED	0.8000	106,330.0000	PER FTE	0.00	95,064.00	0.00	95,064.00
5.020	UNDER THE DIRECTION OF	7.0000	1,200.0000	PER 1-5 STUDENT	0.00	8,400.00	0.00	8,400.00
6.010	VISUALLY IMPAIRED	0.2100	146,249.0000	PER FTE	0.00	43,874.70	-13,162.41	30,712.29
8.010	HEARING IMPAIRED	0.3375	142,099.1000	PER FTE	0.00	47,958.45	0.00	47,958.45
1.010	PHYS. THERAPY	0.6000	127,592.0000	PER FTE	0.00	76,555.20	0.00	76,555.20
2.010	OCCUPATIONAL THERAPY	0.8000	104,612.0000	PER FTE	0.00	83,689.60	0.00	83,689.60
5.010	ENGLISH/SECOND LANG. INTSR	0.7000	102,663.0000	PER FTE	0.00	61,597.80	10,266.30	71,864.10
5.010	SHARED BUSINESS OFFICIAL	0.0000	0.0000		70,269.00	0.00	70,269.00	70,269.00

OK

ONEIDA HERKIMER MADISON BOCES
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NEW HARTFORD, NY 13413-0070

Final 2022-2023 AS-7 Contract

ONEIDA HERKIMER MADISON BOCES
WATERVILLE CSD

School Year 2022-23

Program/ Item No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
8.469	AUDIOLOGY/OSWEGO BOCES	0.0000	0.0000	X-CONTRACT	14,398.90	8,965.19	5,433.71	14,398.90
12.229	EXPLOR. ENRICHMENT/JEFF LEWIS BOCES	0.0000	0.0000	X-CONTRACT	8,019.00	5,220.00	2,799.00	8,019.00
15.010	PERFORMING ARTS	1.0000	1,545.0000	BASE/USAGE	12,079.85	1,545.00	12,079.85	13,624.85
15.020	ARTS IN EDUCATION	1.0000	1,525.0000	BASE	0.00	1,525.00	0.00	1,525.00
18.010	ALTERN ED LEVEL I	2.2500	25,532.0000	PER STUDENT	0.00	51,064.00	6,383.00	57,447.00
1.010	ALT HS EQUIV WITH OCCUP ED	1.0000	7,996.0000	PER STUDENT	0.00	7,996.00	0.00	7,996.00
7.259	EA CROSS CONTRACT MADISON	0.0000	0.0000	X-CONTRACT	6,108.26	0.00	6,108.26	6,108.26
10.010	REGIONAL PGM EXCELLENCE	3.0000	1,889.0000	PER STUDENT	0.00	13,223.00	-7,556.00	5,667.00
9.259	Distance Learning	0.0000	0.0000	X-CONTRACT	3,888.84	0.00	3,888.84	3,888.84
8.010	SUMMER SCH ACADEMIC	44.0000	533.0000	PER COURSE	0.00	20,787.00	2,655.00	23,442.00
8.020	SUMMER SCH DRIVER ED	20.0000	760.0000	PER STUDENT	0.00	15,600.00	0.00	15,600.00
8.030	SUMMER SCHOOL TUTORIAL	0.0000	196.0000	PER COURSE	0.00	1,960.00	-1,960.00	0.00
8.010	DISTANCE LEARNING	1.0000	19,328.6600	PER DISTRICT	0.00	19,328.66	0.00	19,328.66
8.015	DL WEB BASED INSTRUCTION	0.0000	0.0000	USAGE	4,480.00	5,500.00	-1,020.00	4,480.00
8.020	ADV SOC STUDIES	4.0000	6,425.3200	SECTION	0.00	25,701.28	0.00	25,701.28
8.030	CHINESE	5.0000	12,047.4700	SECTION	0.00	72,284.82	-12,047.47	60,237.35
8.040	SIGN LANGUAGE	3.0000	13,458.7400	SECTION	0.00	26,917.48	13,458.74	40,376.22
8.050	ZOOM LICENSING	5.0000	25,200.0000	PER LICENSE	1,400.00	1,432.40	93.60	1,526.00
2.010	EDUCATIONAL COMMUN	822.0000	21.6700	Per RWADA	0.00	17,812.74	0.00	17,812.74
2.030	COURIER SERVICE	822.0000	2,180.00	Per RWADA	2,790.00	4,581.96	0.00	4,581.96
2.040	LOTE EXAMS	97.0000	5,750.00	Per EXAM	0.00	557.75	0.00	557.75
2.041	ROLEPLAY CARDS	5.0000	4,000.00	Per CARD SET	0.00	0.00	20.00	20.00
2.042	LOTE/PROCESS FEE	1.0000	80.0000	BASE FEE	0.00	0.00	80.00	80.00
14.010	AUDIOVISUAL REPAIR	90.0000	84.3300	PER HOUR	0.00	10,035.27	-2,445.57	7,589.70
14.020	MICRO COMP REPAIR	259.2900	84.3300	PER HOUR	0.07	15,179.40	6,686.60	21,866.00

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ONEIDA HERKIMER MADISON BOCES
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ONEIDA HERKIMER MADISON BOCES
WATERVILLE CSD
School Year 2022-23

Program/ Line No.	Service	Basis for Current Contract				Initial Contract	Adjustments To-Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
4.210	REPAIR PARTS - NON AIDABLE	0.0000	0.0000	0.0000	15,000.00	6,220.00	15,000.00	
15.010	PRINTING	0.0000	0.0000	USAGE	42,634.28	33,000.00	42,634.28	
19.059	SCH. CURR/CAYUGA BOCES	0.0000	0.0000	X-CONTRACT	6,315.26	4,206.66	6,315.26	
0.010	INSTR TECHNOLOGY - LEVEL I	0.6000	84,907.8400	PER UNIT	0.00	33,963.14	50,944.70	
0.020	INSTR TECHNOLOGY - LEVEL II	1.0000	102,348.6600	PER UNIT	0.00	102,348.66	102,348.66	
0.060	BLACKBOARD	3.0000	1,437.5000		201.00	4,312.50	4,513.50	
0.208	EQUIPMENT/SOFTWARE	0.0000	0.0000		132,534.34	3,180.00	132,534.34	
0.210	NON-AIDABLE EQUIP/SOFTWARE/SUPPLIES	0.0000	0.0000		59,316.95	0.00	59,316.95	
4.259	MODEL SCHOOLS XC MADISON	0.0000	0.0000	X-CONTRACT	14,692.00	14,035.00	14,692.00	
5.258	NETWORK SUPPORT XC MADISON	0.0000	0.0000	X-CONTRACT	31,725.94	27,711.00	31,725.94	
5.259	COMMON LEARNING OBJ XC MADISON	0.0000	0.0000	X-CONTRACT	58,086.68	52,109.76	58,086.68	
8.010	SCIENCE KITS	822.0000	15.0000	PER RWADA	765.00	12,330.00	13,095.00	
1.010	SCH CURR/ IMPROV	822.0000	7.5000	Per RWADA+BASE	14,539.00	20,704.00	20,704.00	
1.020	ADDITIONAL WORKSHOPS	0.0000	0.0000	VARIABLES PER DIST	2,046.72	1,700.00	2,046.72	
1.030	REGIONAL SCORING	933.0000	12.0000	PER TEST	0.00	13,500.00	11,196.00	
1.040	SCH CURRIC STUDY COUNCIL	1.0000	430.0000	Per District	0.00	430.00	430.00	
1.050	REGIONAL ASSESSMENT PROJECT	1.0000	5,250.0000	Per District	0.00	5,250.00	5,250.00	
1.070	RTTT DATA ANALYSIS	1.0000	3,040.0000	Per District	0.00	3,040.00	3,040.00	
1.080	APPR RECERTIFICATION/TRNG	1.0000	2,610.0000	PER PARTICIPANT	0.00	2,610.00	2,610.00	
5.219	SCH CURR/HERKIMER BOCES	0.0000	0.0000	X-CONTRACT	679.85	0.00	679.85	
3.469	HRD/SFTWARE/OSWEGO BOCES	0.0000	0.0000	X-CONTRACT	7,846.91	0.00	7,846.91	
5.010	COMMUNITY SCHOOL RESOURCES	0.0000	0.0000	X-CONTRACT	135,450.00	129,000.00	135,450.00	
5.011	COMMUNITY SCH RESOURCES ADMIN	0.0000	0.0000	X-CONTRACT	13,545.00	12,900.00	13,545.00	
7.469	CDOS CREDENTIAL MGT SYS OSWEGO BOC	0.0000	0.0000	X-CONTRACT	31.48	0.00	31.48	

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ONEIDA HERKIMER MADISON BOCES
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Final 2022-2023 AS-7 Contract

ONEIDA HERKIMER MADISON BOCES
WATERVILLE CSD

School Year 2022-23

Program/		Basis for Current Contract						Initial	Adjustments	Current
Original No.	Service	Quantity/	Unit	Cost Basis	Current	Fixed Cost	Contract	To Date	Contract	
		Share	Cost		Fixed Cost					
4.010	SCH & BUS ALLIANCE	822.0000	3.4500	RWADA/Base	19,000.00	0.00	21,835.90	0.00	21,835.90	
4.080	SABA COLLEGIATE TECH PREP	1.0000	2,545.0000	PER DISTRICT	0.00	0.00	2,545.00	0.00	2,545.00	
6.010	REGIONAL CATALOG SERVICE	2.0000	878.3800	PER LIBRARY	0.00	0.00	1,756.76	0.00	1,756.76	
6.020	EXPANDED INTERLIBRARY LOAN	822.0000	0.7700	FEERWADA	383.00	0.00	1,015.94	0.00	1,015.94	
6.030	ONLINE LIBRARY RESOURCES	0.0000	0.0000		6,289.22	0.00	7,849.61	-1,550.39	6,299.22	
6.040	COLLECTION DEVELOP.	8.0000	821.0600	PER UNIT	0.00	0.00	6,568.48	0.00	6,568.48	
6.050	VIRTUAL REFERENCE LIB.	822.0000	1.5900	PER RWADA	0.00	0.00	1,306.98	0.00	1,306.98	
6.080	LEATHERSTOCKING CONFERENCE	1.0000	75.0000	PER PARTICIPANT	0.00	0.00	75.00	0.00	75.00	
8.259	LIBRARY AUTOMATION XC MADISON	0.0000	0.0000	X-CONTRACT	8,277.00	0.00	7,998.00	279.00	8,277.00	
1.259	ADMIN COMPUTER XC MADISON	0.0000	0.0000	X-CONTRACT	241,147.55	0.00	225,886.85	15,460.70	241,147.55	
2.259	NEGOTIAT XC MADISON	0.0000	0.0000	X-CONTRACT	29,753.00	0.00	29,158.00	595.00	29,753.00	
3.010	SCHOOL COMMUNICATION	103.5000	67.6000	PER HOUR	100.00	0.00	7,436.00	-339.40	7,096.60	
3.020	SCH. COMM/PR ASST	0.1772	71,087.1800	FTE	-0.45	0.00	28,434.87	-15,838.87	12,596.20	
4.010	CBO	616.5000	77.5000	PER RWADA	0.00	0.00	47,778.75	0.00	47,778.75	
9.429	ENERGY SERVICES XC ONONDAGA	0.0000	0.0000	X-CONTRACT	3,090.00	0.00	3,090.00	0.00	3,090.00	
0.010	TELEPHONE & SERVICE CHARGES	822.0000	4.1500	PER RWADA +TELE	57,966.45	0.00	23,011.30	38,366.45	61,377.75	
0.040	MIFI/JET PACKS	4.0000	795.7200	PER UNIT	0.00	0.00	3,182.88	0.00	3,182.88	
8.030	HEALTH INS. COORD.	1.0000	8,875.0000	PER DISTRICT	0.00	0.00	8,875.00	0.00	8,875.00	
0.010	SAFETY SRV - SAFETY COORDINATOR	822.0000	3.1500	Per RWADA+1500	12,939.00	0.00	14,089.30	1,439.00	15,528.30	
0.020	ASBESTOS MAINT.	2.0000	702.0000	PER BLDG.	0.00	0.00	1,404.00	0.00	1,404.00	
0.040	FIRE INSPECTIONS	3.7500	702.0000	PER BLDG.	0.00	0.00	2,632.50	0.00	2,632.50	
0.041	FIRE SAFETY SVCS	124.0000	7.6000	PER EXT + SERV	578.00	0.00	942.40	578.00	1,520.40	
0.060	DASA/PBIS	1.0000	21,781.0000	PER ONE DAY/WK	0.00	0.00	21,781.00	0.00	21,781.00	
1.010	LIABILITY INSURANCE	1.0000	1,375.0000	PER DISTRICT	0.00	0.00	1,375.00	0.00	1,375.00	

ONEIDA HERKIMER MADISON BOCES
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Final 2022-2023 AS-7 Contract

ONEIDA HERKIMER MADISON BOCES WATERVILLE CSD	School Year 2022-23
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Program/ Initial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
2.259	REG BUS RADIOS XC MADISON	0.0000	0.0000	X-CONTRACT	1,225.00	1,212.00	13.00	1,225.00
3.499	STATE AID PLANNING XC QUESTAR III	0.0000	0.0000	X-CONTRACT	3,445.00	3,345.00	100.00	3,445.00
5.010	SUB CALL	99.0000	67.6000	TEACHER+BASE D	476.32	5,749.12	1,419.60	7,168.72
6.010	SCHOOL FOOD MNGT	0.0000	0.0000	MEAL EQUIVALENT	42,978.00	42,978.00	0.00	42,978.00
7.010	RECORDS RETENTION	16.0000	360.0000	PER DAY	0.00	5,760.00	0.00	5,760.00
8.010	TELECOMMUNICATIONS	1.0000	6,462.7500	SVC COST + LINE	18,546.66	25,009.41	0.00	25,009.41
1.259	COOPERATIVE BID/MAD. BOCES	0.0000	0.0000	X-CONTRACT	2,313.00	2,334.48	-21.48	2,313.00
4.219	STAFF DEV. - BOARD - HERK BOCES	0.0000	0.0000	X-CONTRACT	1,839.24	1,024.00	815.24	1,839.24
7.499	FIXED ASSET INVENTORY/QUESTAR III	0.0000	0.0000	X-CONTRACT	1,800.00	1,780.00	20.00	1,800.00
0.229	DRUG TESTING/JEFFT-LEWIS BOCES	0.0000	0.0000	X-CONTRACT	1,707.00	1,293.00	414.00	1,707.00
1.489	ON-LINE APPL/PUTNAM BOCES	0.0000	0.0000	X-CONTRACT	2,500.00	2,500.00	0.00	2,500.00
6.259	MEDICAID REIMBURSEMENT/MADISON BOCI	0.0000	0.0000	X-CONTRACT	535.44	1,291.25	-755.81	535.44
7.019	PROJECT WORK/CAPITAL REGION BOCES	0.0000	0.0000	X-CONTRACT	653.61	0.00	653.61	653.61
9.019	TIER 4 ENHANCED/CAP REGION BOCES	0.0000	0.0000	X-CONTRACT	52,280.56	0.00	52,280.56	52,280.56

Handwritten initials/signature

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

School Year 2022-23

ONEIDA HERKIMER MADISON BOCES
WATERVILLE CSD

Summary:

<u>Total of Service Costs - All Funds:</u>	4,312,734.50	(Except 001/002)
<u>Capital Costs:</u>	107,397.16	(CoSer 002)
<u>Adm. & Clerical Costs:</u>	32,848.56	(CoSer 001)
<u>Total Contract Costs:</u>	4,502,980.22	

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

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

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

Signature, President and/or Clerk, BOCES (Party of the First Part)

[Signature]
Signature, President and/or Clerk, Board of
Education (As Authorized)

(Post Office Address)

WATERVILLE CSD
ADMIN OFFICE, 381 MADISON STREET, WATERVILLE, NY, 13480

(Post Office Address)

[Signature]
11/28/23

[Handwritten signature]

C. PERSONNEL REPORT

a. RESIGNATIONS

1. Teaching/Certified Staff

			Hire Date	Resign Date
1.	JOSEPH A. ANGEROSA	ATTENDANCE TEACHER	09/01/2023	10/30/2023
2.	KELLY J. GARCIA	TEACHER ASSISTANT	10/28/2021	01/01/2024
3.	GRACE M. ISHERWOOD	TEACHER ASSISTANT	09/18/2023	10/31/2023
4.	SANDRA R. SHAW	TEACHER ASSISTANT	08/31/2022	11/14/2023
5.	KRISTEN A. TILLSON	TEACHER ASSISTANT	02/01/2016	12/06/2023

2. Non-Instructional / Classified Staff

			Hire Date	Resign Date
1.	JORDAN D. CRAFT	LABORER - HOURLY	04/06/2022	11/01/2023 (verbal)
2.	REGINA M. DAVIS	FOOD SERVICE HELPER	01/18/2023	11/01/2023 (verbal)
3.	ANGELA A. DENSLOW	FOOD SERVICE HELPER	09/10/2021	11/01/2023 (verbal)
4.	REBEKAH L. HEDEEN	PUBLIC RELATIONS ASSISTANT	08/29/2022	11/10/2023
5.	NANCY E. JOY	FOOD SERVICE HELPER	08/29/2019	11/01/2023 (verbal)
6.	JULIE D. MASHTARE	FOOD SERVICE HELPER	11/30/2022	11/01/2023 (verbal)
7.	JULIA L. OBERNESSER	COMPUTER SERVICE TECHNICIAN	06/13/2022	11/30/2023
8.	AMANDA R. ROBERTS	FOOD SERVICE HELPER	10/17/2012	11/01/2023 (verbal)
9.	REBECCA L. ROBERTS	FOOD SERVICE HELPER	10/09/2019	11/01/2023 (verbal)
10.	JACLYN E. ROSE	OFFICE SPECIALIST I	10/21/2021	11/27/2023
11.	KELLY A. STANTON	FOOD SERVICE HELPER	03/28/2022	11/01/2023 (verbal)
12.	SAMARA M. WALDNER	FOOD SERVICE HELPER	04/01/2023	11/01/2023 (verbal)
13.	GREGORY M. WICKMAN	CENTRAL STORES CLERK	01/18/2021	11/07/2023

b. UNPAID LEAVE(S) OF ABSENCE

1. Teaching/Certified Staff

			Start Date	End Date
1.	MARK T. PAULEY	TEACHER ASSISTANT	11/05/2023	06/30/2024

c. APPOINTMENTS

1. Teaching/Certified Staff

a. RECOMMENDATION FOR PROBATIONARY APPOINTMENT(S)

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

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

1. Recommend that **CORINNE M. CHESTER** be appointed as a **TEACHER SPEECH/HEARING** in **INSTRUCTIONAL PROGRAMS & PROF LEARNING**, Bridges-Related Services for a four year probationary appointment in the Program for Speech & Hearing Handicapped tenure area, commencing November 20, 2023 and ending November 19, 2027 at an annual salary rate of \$60,078.00, prorated.

redacted

2. Recommend that **JENNIFER A. HERON** be appointed as a **TEACHER OF SCIENCE** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Middle Settlement Academy @ Lincoln Avenue for a three year probationary appointment in the SCIENCE tenure area, commencing October 10, 2023 and ending October 09, 2026 at an annual salary rate of \$57,122.00, prorated.

redacted

3. Recommend that **GRANT T. KLINKNER** 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 November 27, 2023 and ending November 26, 2027 at an annual salary rate of \$19,823.00, prorated.

redacted

4. Recommend that **KAITLYN M. OWENS** be appointed as a **TEACHER ASSISTANT** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Career and Technical Education Center for a four year probationary appointment in the TEACHING ASSISTANT tenure area, commencing December 06, 2023 and ending December 05, 2027 at an annual salary rate of \$19,632.00, prorated.

redacted

5. Recommend that **CHRISTEN M. ROMANZO-SANSONE** be appointed as a **SCHOOL SOCIAL WORKER** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Whitesboro High/Middle School and Bridges for a four year probationary appointment in the School Social Worker tenure area, commencing December 11, 2023 and ending December 10, 2027 at an annual salary rate of \$51,431.00, prorated.

redacted

6. Recommend that **SANTINA L. TOMAINO** be appointed as an **ATTENDANCE TEACHER** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Middle Settlement Academy @ Mohawk Valley Community College and Utica City School District for a four year probationary appointment in the ATTENDANCE TEACHER tenure area, commencing December 14, 2023 and ending December 13, 2027 at an annual salary rate of \$57,475.00, prorated.

redacted

b. RECOMMENDATION FOR PART-TIME APPOINTMENT(S)

1. Recommend that **MARISA M. OLBRYS** be appointed as a **TEACHER OF SPECIAL EDUCATION** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, **CAREER AND TECH ED PROGRAMS**, for a part-time .5 FTE appointment commencing November 20, 2023 at an annual salary rate of \$30,371.00, prorated.

redacted

c. RECOMMENDATION FOR A LONG-TERM SUBSTITUTE APPOINTMENT

1. Recommend that **MAUREEN A. GRAY** be appointed as a **TEACHER OF SPECIAL EDUCATION** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, at the Center for a long-term substitute appointment commencing November 27, 2023 and ending June 30, 2024 at an annual salary rate of \$88,294.00, prorated.

redacted

2. Recommend that **MARK T. PAULEY** be appointed as a **TEACHER OF SPECIAL EDUCATION** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, at Middle Settlement Academy @ Lincoln Avenue, for a long-term substitute appointment commencing November 06, 2023 and ending June 30, 2024 at an annual salary rate of \$49,634.00, prorated.

redacted

d. RECOMMENDATION FOR A TEMPORARY APPOINTMENT(S)

1. Recommend that **MICHAEL S. DEVEL** be appointed as a **CURRICULUM SUPERVISOR** in INSTRUCTIONAL PROGRAMS AND PROF LEARNING, PPL, for a temporary appointment commencing November 13, 2023 and ending June 30, 2024 at a salary rate of \$330.00 per day. Curriculum Supervisors are provided at district request.
2. Recommend that **DONNA M. DEVLIN** be appointed as a **CURRICULUM SPECIALIST** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, PPL, for a temporary appointment commencing October 30, 2023 and ending November 14, 2023 at a salary rate of \$50.00 per hour, as needed.

e. RECOMMENDATION FOR DECREASE IN FTE

		Date	FTE
1.	ANN P. TURNER	10/08/2023	0.8
	DIRECTOR PROGRAM & PROFESSIONAL DEVELOPMENT		

f. RECOMMENDATION FOR MENTORING

Title	Start Date	End Date	Salary
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		Title	Start Date	End Date	Salary
1.	MICHAEL S. DEUEL	EXECUTIVE COACH	11/13/2023	06/30/2024	\$45.00/hr

2. Non-Instructional/Classified Staff

a. RECOMMENDATION FOR PROVISIONAL APPOINTMENT - CIVIL SERVICE COMPETITIVE TITLE

1. Recommend that **LISA LONGERETTA** be appointed to a provisional appointment as a **CAREER EXPLORATION SPECIALIST** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, SABA, commencing November 13, 2023 at an annual salary rate of \$38,087.00, prorated.

LISA LONGERETTA has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **CAREER EXPLORATION SPECIALIST**, until the results of the next civil service exam are known.

redacted

2. Recommend that **MIHAI C. MIROIU** be appointed to a provisional appointment as a **SAFETY COORDINATOR** in SUPPORT SERVICES, Safety Office, commencing December 20, 2023 at an annual salary rate of \$52,000.00, prorated.

MIHAI C. MIROIU has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **SAFETY COORDINATOR**, until the results of the next civil service exam are known.

redacted

3. Recommend that **SANDRA R. SHAW** be appointed to a provisional appointment as an **OFFICE SPECIALIST I** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, at the Center, commencing November 15, 2023 at an annual salary rate of \$33,152.00, prorated.

SANDRA R. SHAW 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.

redacted

b. RECOMMENDATION FOR PROBATIONARY APPOINTMENT FROM CIVIL SERVICE LISTING

The below named individual(s) recently took and successfully completed the required civil service exam for the title. The below named individual(s) will be required to serve a twenty-six week probationary period.

			Prob. Date
1.	BRANDON A. NELLENBACK	COMPUTER SPECIALIST (TRAINING)	11/13/2023
2.	RANDY J. MILLER	TELECOMMUNICATIONS SPECIALIST II	11/14/2023

c. RECOMMENDATION FOR PART-TIME APPOINTMENT

1. Recommend that **NANCY A. BANGS** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Lunch Program commencing November 13, 2023 at an hourly salary rate of \$15.19, as needed.

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

redacted

2. Recommend that **LEONTINE O. BEASLEY** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Lunch Program, commencing October 31, 2023 at an hourly salary rate of \$15.19.

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

redacted

3. Recommend that **AMANDA L. CAREY** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Lunch Program, commencing October 31, 2023 at an hourly salary rate of \$15.19.

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

redacted

4. Recommend that **JACQUELINE L. CLARK** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Lunch Program commencing November 06, 2023 at an hourly salary rate of \$15.19.

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

redacted

5. Recommend that **ELIZABETH R. ELOW** be appointed to a part-time appointment as a **CLERK (PART TIME)** in SUPPORT SERVICES, School Lunch Program, commencing November 20, 2023 at an hourly salary rate of \$18.89.

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

redacted

6. Recommend that **NICOLE T. GOTHAM** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Lunch Program, commencing November 20, 2023 at an hourly salary rate of \$15.19.

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

redacted

7. Recommend that **KASONDRA M. LAVINE** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Lunch Program commencing October 23, 2023 at an hourly salary rate of \$15.19.

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

redacted

8. Recommend that **HOLLY M. LOWELL** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Lunch Program, commencing October 30, 2023 at an hourly salary rate of \$15.19.

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

redacted

9. Recommend that **MILTON D. MCKENZIE** be appointed to a part-time appointment as a **MOTOR VEHICLE OPERATOR - HOURLY** in SUPPORT SERVICES, School Library System, commencing November 06, 2023 at an hourly salary rate of \$15.91, as needed.

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

redacted

10. Recommend that **AMY L. PARENT** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Lunch Program, commencing October 30, 2023 at an hourly salary rate of \$15.19.

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

redacted

11. Recommend that **AMY S. WILLIAMS** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Lunch Program commencing November 13, 2023 at an hourly salary rate of \$15.19, as needed.

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

redacted

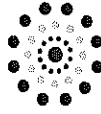
d. RECOMMENDATION FOR PERMANENT APPOINTMENTS FROM CIVIL SERVICE LISTING

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.	MICHAEL J. ARMITAGE	CENTRAL STORES CLERK	05/31/2023
2.	JEREMY E. BROWN	NETWORK ADMINISTRATOR I	05/15/2023

e. RECOMMENDATION FOR REINSTATEMENT OF STAFF MEMBER

1. Recommend that **JULIA L. OBERNESSER** be reinstated to the position of **COMPUTER OPERATOR** in SUPPORT SERVICES, BOCES Networking, commencing December 01, 2023 at an annual salary rate of \$37,411.00, prorated.



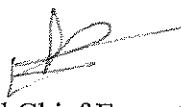
Oneida-Herkimer-Madison BOCES

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www.oneida-boces.org

MEMORANDUM


**VII D. 1.
Approval of the Abolishment Civil Service
Position Microfilm Operator
December 13, 2023**

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 
District Superintendent and Chief Executive Officer

Re: Approval of the abolishment of Civil Service position Microfilm Operator

Date: November 9, 2023

Prepared By: Scott Morris 

Background:

The Civil Service positions at Oneida-Herkimer-Madison BOCES are individually approved positions by the Cooperative Board.

Discussion:

One of the Oneida-Herkimer-Madison BOCES positions is Microfilm Operator. Oneida County Government has abolished the position of Microfilm Operator. We currently do not have anyone employed in this position and do not intend to hire anyone in the Microfilm Operator position. The position should be eliminated to correspond with the Oneida County's abolishment of the same position.

Recommendation:

It is recommended that the Cooperative Board abolish the position of Microfilm Operator effective December 13, 2023.

Resolution:

That the Cooperative Board abolish the positions of Microfilm Operator effective December 13, 2023.




Oneida-Herkimer-Madison BOCES

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Memorandum

~~VII D. 3.
Approval of Policy 5102
(first reading)
November 8, 2023~~

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 

Date: October 18, 2023

Subject: Recommendation for Approval of Board Policies

Prepared by: Tim Rowland

VII D. 2.
Approval of Policy 5102
(second reading)
December 13, 2023

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

Discussion

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

Recommendation

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

5102 NYSDOH Registered Opioid Overdose Prevention Program

Resolution

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

5102 NYSDOH Registered Opioid Overdose Prevention Program

Attachments: Policy 5102

Policy

Draft 9/28/23
5102

SUPPORT OPERATIONS

NYSDOH REGISTERED OPIOID OVERDOSE PREVENTION PROGRAM

I. Statement of Policy

- A. The Oneida-Hamilton-Madison Board of Cooperative Educational Services (BOCES) shall participate in the Oneida County Opioid Overdose Prevention Program (“the Program”), which is a registered Opioid Overdose Prevention Program by the New York State Department of Health.
- B. BOCES employees are permitted to volunteer to be trained and to function as Trained Overdose Responders (TORs) through participation with the designated Program. Volunteers will be provided training in accordance with New York State law and regulations. Kits for the intra-nasal administration of naloxone shall be made available to trained volunteer unlicensed employees.
- C. Opioid antagonist (naloxone) shall be maintained in specific locations to ensure emergency access for any student, staff, or community member who is suspected of having opioid overdose symptoms, whether or not that person has a previous history of opioid abuse.

II. Program Oversight

- A. The Clinical Director for the Program is the Oneida County Opioid Overdose Prevention Program Clinical Director.
 - 1. The Clinical Director shall fulfill the duties and responsibilities allocated to the Clinical Director of a registered Opioid Overdose Prevention Program by the applicable laws and regulations of the State Education Department and the Department of Health.
 - 2. The Clinical Director shall prepare an appropriate prescription for the procurement and use of naloxone, and shall order and receive an appropriate number of naloxone kits from the State Department of Health.
- B. The Program Director is the Oneida County Opioid Overdose Prevention Program Director, who shall fulfill the duties and responsibilities allocated to the Program Director of a registered Opioid Overdose Prevention Program by the applicable law and regulations of the State Education Department and the Department of Health.
- C. The Board appoints a BOCES Program Coordinator to work with the Program and Clinical Directors to ensure regulatory requirements are being met, including

PARTICIPATION WITH A NYSDOH REGISTERED OPIOID
OVERDOSE PREVENTION PROGRAM

but not limited to the responsibilities of monitoring, inventory control, record keeping, notification, and reporting requirements.

III. Implementation

The Board hereby grants the District Superintendent authority to promote regulations and protocols to implement this Policy and maintain compliance with the Program, and New York State laws and regulations.

Oneida-Hamilton-Madison Board of Cooperative Educational Services

Legal Ref: NYS Education Law 902, 922, 6509-d, 6527, 6909; NYS Public Health Law 3309; 8 NYCRR 64.7, 136.8; 10 NYCRR 80.138; *Guidance for Implementing Opioid Overdose Prevention Measures in Schools*, New York State Education Department, 03/2019

POLICY

SUPPORT OPERATIONS

Draft
5102

PARTICIPATION WITH A NYSDOH REGISTERED OPIOID
OVERDOSE PREVENTION PROGRAM

Adopted: _____




Oneida-Herkimer-Madison BOCES

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Memorandum

VII D. 3.
Approval of Policies 0013, 0015, 4300,
4507, 5200, 6010 (first reading)
December 13, 2023

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 

Date: November 13, 2023

Subject: Recommendation for Approval of Board Policies

Prepared by: Tim Rowland

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

Discussion

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

Recommendation

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

0013 Title IX Grievance Process*

0015 Equal Opportunity and Prohibition of Discrimination and Harassment Including
Sexual Harassment*

4300 Investments

4507 Medicaid Billing Compliance Program

5200 School Wellness Policy

6010 Prohibition of Sexual Harassment and Discrimination in the Workplace*

*0013, 0015, and 6010: Though policies cover similar topics, each policy is covered by a different law. All three policies are required policies.

Resolution

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

0013 Title IX Grievance Process*

0015 Equal Opportunity and Prohibition of Discrimination and Harassment Including Sexual Harassment*

4300 Investments

4507 Medicaid Billing Compliance Program

5200 School Wellness Policy

6010 Prohibition of Sexual Harassment and Discrimination in the Workplace*

*0013, 0015, and 6010: Though policies cover similar topics, each policy is covered by a different law. All three policies are required policies.

Attachments: policies

GENERAL COMMITMENTS

Policy is Required
TITLE IX GRIEVANCE PROCESS

I. Statement of Policy

- A. The OHM BOCES provides education programs and services and makes decisions regarding employment without consideration of an individual's race, color, creed, religion, national origin (regardless of English language skills), age, sex (including gender, gender identity, and sexual orientation), marital status, military or veteran status, disability, predisposing genetic characteristics, arrest record, or prior criminal convictions, except when sex or age are a bona fide occupational qualification, when a criminal conviction is related to job duties, and when an individual's religion or disability warrants reasonable accommodation. This commitment to provide education programs and services without discrimination includes participation in nonacademic and extracurricular services such as transportation, counseling services, student clubs, and physical education and athletics.
- B. This Policy addresses only sexual harassment as defined by Title IX that occurs within the educational programs and activities of the OHM BOCES. For harassing, discriminatory, or bullying conduct that does not meet the definition of sexual harassment under Title IX, the response by the OHM BOCES will be governed by relevant and applicable laws and policies.
- C. This Policy applies to all students, employees, and any third party who contracts with the OHM BOCES to provide services to students or employees, upon OHM BOCES property, or during any school program or activity.

II. Sexual Harassment as Defined in Title IX

- A. Sexual Harassment under Title IX is defined as conduct on the basis of sex that satisfies one or more of the following:
 - 1. An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct (i.e. quid pro quo);
 - 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
 - 3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).
- B. Examples of prohibited conduct under Title IX include, but are not limited to:

POLICY

Draft
0013

GENERAL COMMITMENTS

TITLE IX GRIEVANCE PROCESS

1. Treating one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
 2. Providing different aid, benefits, or services or provide aid, benefits, or services in a different manner;
 3. Denying any person any such aid, benefit, or service;
 4. Subjecting any person to separate or different rules of behavior, sanctions, or other treatment;
 5. Applying any rule concerning the domicile or residence of a student or applicant, including eligibility for in-state fees and tuition;
 6. Aiding or perpetuating discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
 7. Otherwise limiting any person in the enjoyment of any right, privilege, advantage, or opportunity.
- C. Conduct that occurs away from OHM BOCES property or outside of OHM BOCES sponsored events, such as on social media or at after-hours events, may violate this policy, or other Board of Education (the Board) approved policies, if it has a prohibited school or workplace impact.
- D. This Policy does not prohibit a denial of admission into, or an exclusion from, a course of instruction that is permissible under the New York State Education Law and Federal Title IX of the Education Amendments of 1972; nor does it prohibit actions that are permissible under Section 504 of the Rehabilitation Act of 1973.

III. Title IX Coordinator

- A. The Title IX Coordinator (“Coordinator”) is responsible for receiving complaints of conduct that may violate this Policy and Title IX. The Coordinator must:
1. direct a thorough fact finding regarding those complaints;
 2. oversee the implementation of corrective action when necessary;
 3. make sure that this Policy has been publicized as required by law;
 4. keep records of all complaints, reports, written determinations, and appeals under this Policy for a period of seven (7) years, or longer if required by law; and
 5. make recommendations for updating of this Policy or any Regulations, to the District Superintendent.
- B. The Board appoints the following person(s) as the OHM BOCES Title IX Coordinator who is responsible for receiving complaints of conduct that may violate Title IX:

POLICY

GENERAL COMMITMENTS

Draft
0013

TITLE IX GRIEVANCE PROCESS

Margherita Manoiro
4747 Middle Settlement Road, New Hartford, NY 13413
315-793-8518
mmanoiro@oneida-boces.org

- C. When conducting a Title IX Grievance Process, the Coordinator must follow this Policy and any associated Regulations that are consistent with Title IX regulations. The Coordinator is responsible for staying informed and up to date with any new or updated federal regulations and must inform the District Superintendent of any new or updated regulations, so that modifications to Policy or Regulations, if any, can be applied.
 - D. The Coordinator shall ensure the Title IX Grievance Process is conducted anytime a written or oral report is received that contains enough information to reasonably investigate, consistent with this Policy and Title IX regulations.
 - E. The name and contact information of the Coordinator shall be posted on the OHM BOCES website with information on how to file a complaint in person, by mail, by email, or by phone.
- IV. Reporting
- A. While the OHM BOCES must respond to all reports it receives of sexual harassment, the Title IX Grievance Process is initiated only with the filing of a formal complaint. A “formal complaint” under Title IX is defined as a document filed by a Complainant, the Complainant’s parent or guardian, or the Coordinator, alleging sexual harassment against a Respondent, and requesting that the OHM BOCES investigate the allegation(s) of sexual harassment.
 - B. Anyone who feels that they have experienced discrimination or harassment on the basis of sex, is encouraged to bring this to the OHM BOCES attention by using the form and procedures described herein and any associated Regulations approved by the District Superintendent.
 - C. When staff becomes aware of an allegation of prohibited conduct on the basis of sex, the matter will be immediately referred to the Coordinator prior to any student or employee discipline being imposed, including any questioning of the Complainant, Respondent, or Witnesses. The Coordinator must evaluate the complaint and either: dismiss the complaint per Title IX regulations, when appropriate, or move forward in the Title IX Grievance Process.
 - D. Administrators and other supervisors who observe conduct that might constitute harassment, including sexual harassment, are required to report that conduct to the Coordinator, Compliance Coordinator (if different than the Title IX Coordinator),

POLICY

Draft
0013

GENERAL COMMITMENTS

TITLE IX GRIEVANCE PROCESS

or a DASA Coordinator. If an Administrator or Supervisor is uncertain who to submit the report to, they shall send it to each of the above Coordinators. The Coordinators will meet promptly to determine the next steps in resolving the complaint.

- E. An employee, including supervisors and managers, who subject another employee, student, or member of the public to harassment, including sexual harassment or discrimination on OHM BOCES property or at a OHM BOCES sponsored event will be subject to disciplinary consequences, consistent with applicable federal and state laws and collective bargaining agreements.

V. Retaliation Prohibited

No employee or student shall take retaliatory action, or request or cause anyone else to take retaliatory action, against any person who, in good faith, reports information about a possible violation of this Policy to a OHM BOCES employee or to the Commissioner of Education or to a law enforcement agency, or who initiates a report, or encourages another person to initiate a report, or testifies or assists or participates in the investigation of a report or complaint by the OHM BOCES or a governmental agency.

VI. Confidentiality

It shall be explained to anyone making a report or providing information about a report that the OHM BOCES does not reveal information about reports or the fact-finding process except to the extent necessary to fulfill its legal obligations to make as complete an inquiry as possible and to take appropriate corrective action when discrimination has occurred. Every person interviewed during the fact-finding inquiry shall be instructed not to discuss the complaint or the investigation with anyone else, except as may be required by law.

VII. Annual Training and Publication of Policy:

- A. The Coordinator, Investigator, Decision-Maker, and the person to whom appeals are submitted must each receive annual training in Title IX.
- B. All OHM BOCES employees will be provided notice of this Policy through posting in staff break rooms and be provided online access via posting on the OHM BOCES website.
- C. Training materials must be posted on the OHM BOCES website.

VIII. Report to Law Enforcement Agency

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TITLE IX GRIEVANCE PROCESS

When a Coordinator believes that conduct has occurred that constitutes criminal conduct, the Coordinator shall promptly consult with the School Attorney and, if advised, notify the appropriate law enforcement agency.

IX. Responsibilities of the District Superintendent

The District Superintendent is authorized to supplement this Policy with any Regulations, forms, and notices they believe are necessary to implement this Policy and Title IX, and to ensure compliance with the Title IX grievance process.

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

- A. In addition to this Policy, OHM BOCES employees and other persons visiting or doing business with the OHM BOCES are protected from discrimination and harassment, including sexual harassment, by New York State and federal law. There also may be applicable local laws.
- B. The New York State Human Rights Law prohibits discrimination and harassment, including sexual harassment in employment and public accommodations. Your rights can be enforced by a complaint filed with the New York State Division of Human Rights or by filing a complaint in New York State Supreme Court.
 - 1. You may learn more about your rights under the Human Rights Law by calling the Division's toll-free telephone number (888-392-3644) or visiting the Division's website (www.dhr.ny.gov).
 - 2. You may confidentially contact an experienced pro-bono attorney for sexual harassment issues by calling the Division's toll-free telephone number 1-800-HARASS-3 (1-800-427-2773).
 - 3. You may file a complaint with the Division within one year of the event you feel was harassment. You do not need a lawyer to file a complaint with the Division. The Division will investigate your complaint and make a determination whether unlawful harassment occurred. If a public hearing is required, the Division will provide an attorney. The Division may seek monetary damages on your behalf.
 - 4. You may start a lawsuit in Supreme Court within three (3) years of the event you feel was harassment.
- C. Federal laws, including but not limited to Title VI and Title VII, also prohibit discrimination and harassment, including sexual harassment, in employment and public accommodation. Your rights can be enforced by filing a charge of discrimination with the United State Equal Employment Opportunity Commission (EEOC).

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1. You may learn more about your rights under federal law by calling the EEOC's toll-free number (800-669-4000) or visiting the EEOC's website (www.eeoc.gov).
 2. You may file a charge with the EEOC within three-hundred (300) days of the event you feel was harassment. You do not need a lawyer to file a charge with the EEOC.
 3. The EEOC will investigate your charge. If it determines that unlawful discrimination occurred, the EEOC will attempt to obtain a remedy on your behalf through a conciliation process. If that is not successful, you will be given the right to sue in court.
- D. If you are subjected to unwanted physical touching, coerced physical confinement, or unwanted sex acts, the conduct may constitute a crime and you should consider, and are strongly encouraged, to contact law enforcement.

OHM BOCES

Cross Ref: 0015, Equal Opportunity and Prohibition of Discrimination, Harassment and Bullying
0013, Title IX.

Legal Ref: Title IX, Education Amendments of 1972 (20 USC 1681, 45 CFR Part 86), as amended

Adopted: _____

Draft 10/5/23

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I. Statement of Policy

- A. The ~~Board of Cooperative Educational Services~~ OHM BOCES provides education programs and services, does business with vendors and the public, and makes decisions regarding employment without consideration of an individual's race, (including but not limited to hair texture and protective hair styles), color, creed, religion, national origin (regardless of English language skills), age, sex, sexual orientation, marital status, military or veteran status, disability, predisposing genetic characteristics, arrest record, or prior criminal convictions, except when sex or age are a bona fide occupational qualification, when a criminal conviction is related to job duties, and when an individual's religion or disability warrants reasonable accommodation.
- B. Provides equal access to the Boy Scouts and other designated youth groups.
- C. Our commitment to provide education programs and services without harassment, including sexual harassment discrimination applies to all programs and services provided by the OHM BOCES.
- D. Our commitment to provide employment without harassment or discrimination includes recruiting, employment decisions, promotion opportunities, compensation, fringe benefits, workplace conditions, workplace discipline, and termination decisions.
- E. No student shall be subjected to harassment or bullying (as defined below) by employees or students on OHM BOCES property or at an OHM BOCES function. No student shall be subjected to discrimination based on a person's actual or perceived race, (including but not limited to hair texture and protective hair styles), color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, (including gender identity or expression), or sex by another student or an OHM BOCES employee on OHM BOCES property or at an OHM BOCES function. This Policy does not prohibit a denial of admission into, or ~~an~~ exclusion from, a course of instruction that is permissible under the New York State Education Law and Federal Title IX of the Education

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Amendments of 1972; nor does it prohibit actions that are permissible under Section 504 of the Rehabilitation Act of 1973.

- F. A plain language notice of this Policy shall be linked to the home page of the OHM BOCES website. The grievance procedure set forth below shall also be linked to the home page of the OHM BOCES website.
- G. This goal of this Policy is to create an OHM BOCES environment that is free from discrimination, including harassment and bullying. This Policy shall be interpreted and implemented so that the OHM BOCES complies with its obligations under Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1975, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 201-g of the New York Labor Law, Section 504 of the Rehabilitation Act of 1973, the New York State Human Rights Law, and the New York State Education Law, as interpreted and enforced by applicable regulations.
- H. Complaints of sexual harassment, retaliation, or other unlawful harassment or discrimination in the workplace or educational setting may be investigated and acted upon under this or another applicable OHM BOCES policy. These policies include but are not limited to: Equal Opportunity, Dignity for All Students Act (DASA), Title IX, Sexual Harassment in the Workplace, the Code of Conduct, and any other applicable/relevant OHM BOCES policy.

II. Opportunities for Individuals with Disabilities

- A. Education Programs, Services, and Activities: A student with a disabling condition who qualifies for services under the Individuals with Disabilities Education Act (IDEA) and Part 200 of the Regulations of the Commissioner of Education shall receive services in accordance with the Special Education Policy. A student with a condition that is considered a disability for purposes of Section 504 of the Rehabilitation Act of 1973, but does not qualify for services under IDEA ~~the Programs for Students with Disabilities policy~~, shall be provided educational programs, services, and activities in accordance with Section 504.
- B. Employment: An employee ~~with~~ who has a condition that is defined as a disability, or with a history of such a condition, and who is otherwise qualified to perform the essential functions of the position, shall not be denied any employment opportunity or benefit. When a reasonable accommodation will permit an applicant or employee to perform the essential functions of the position, the OHM BOCES will provide a reasonable accommodation that does not impose an undue burden upon the OHM BOCES.

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- C. Public Accommodation: OHM BOCES facilities shall be designed, constructed, and maintained so that, when each part of the OHM BOCES' program is viewed in its entirety, that part of the program is readily accessible to handicapped persons. In addition to physical facilities, the OHM BOCES' website and other public-facing communication channels shall be designed and implemented to be accessible to all members of the public; provided that proposed accessibility measures do not fundamentally alter the features of the website or other communication channel, and do not result in an undue financial or administrative burden to the OHM BOCES; ~~and provided further that the~~ The OHM BOCES shall not assume responsibility for the operation, content, or accessibility of third-party sites that may be accessed from a link on the OHM BOCES' website or other communication channels. Persons encountering difficulty accessing any OHM BOCES program or service, including physical facilities or digital communication channels, are encouraged to use the complaint process in this Policy to seek resolution of the problem.

III. Harassment Bullying, and Discrimination Prohibited

A. General Standard of Conduct

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

When determining whether particular conduct or statements are to be classified as prohibited harassment, ~~the OHM BOCES will consider the intent of the person engaging in the conduct or making the statement; however,~~ the determining factor will be whether the person at whom the conduct or statement was directed reasonably experienced the conduct or statement as unwelcome harassment, not the intent of the person engaging in the conduct or making the statement.

B. Conduct Directed at a Student

1. Conduct (including verbal conduct) directed at a student will be classified as harassment or bullying if it creates a hostile environment that either:

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- a. Creates an environment that has or would have the effect of unreasonably and substantially interfering with the student's educational performance, opportunities, or benefits; or
 - b. Causes, or would be expected to cause, the student to reasonably fear for their physical safety; or
 - c. Causes, or would reasonably be expected to cause, harm to the student's emotional well being through the creation of a hostile OHM BOCES environment that is so severe, or so pervasive, that it substantially and unreasonably interferes with the student's education.
2. Conduct that occurs off OHM BOCES property will be classified as a violation of this Policy if it creates, or foreseeably would create, a risk of substantial disruption within the OHM BOCES environment.
 3. Conduct that occurs through electronic communication will be classified as a violation of this Policy if it otherwise fits the definition set forth in this section.

C. Conduct Directed at Someone Other than a Student

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

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

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- D. Also prohibited as sexual harassment, is the making of unwanted sexual advances, the making of any requests for sexual favors, subjecting another person to any touching, teasing or other verbal communication of a sexual nature and sexual violence. The following describes some of the types of acts that may be unlawful sexual harassment:
1. Physical assaults of a sexual nature, such as:
 - a. Rape, sexual battery, molestation, or attempts to commit these assaults.
 - b. Intentional or unintentional physical conduct which is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body, or poking another employee's body.
 2. Unwanted sexual advances, propositions or other sexual comments, such as:
 - a. Requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion, or other job benefits or detriments;
 - b. Subtle or obvious pressure for unwelcome sexual activities;
 - c. Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience which are sufficiently severe or pervasive to create a hostile work environment.
 3. Sexual or discriminatory displays or publications anywhere in the workplace, such as displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic.
- E. Anyone who feels that they have experienced prohibited discrimination or harassment should bring this to the OHM BOCES attention by using the Complaint Procedure described below. Administrators and other supervisors who observe conduct that might constitute harassment, including sexual harassment, are required to report that conduct to the Compliance Coordinator.

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- F. An employee, including supervisors and managers, who subject another employee to harassment, including sexual harassment, will be subject to disciplinary consequences, consistent with applicable laws and collective bargaining agreements.
- G. Conduct that occurs away from school property, such as on social media or at after-hours events, may violate this policy if it has a prohibited workplace impact.
- H. Allegations of sexual harassment and discrimination will be investigated pursuant to 6010, Prohibition of Sexual Harassment in Employment Policy, this Policy, and any other applicable policy or law that prohibits such conduct in the workplace or educational setting.

IV. Strategy to Prevent Harassment, Bullying, and Discrimination

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

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

V. Compliance Coordinator

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

The Compliance Coordinator is responsible for receiving complaints of conduct that may violate this Policy, ~~and Title IX (sex discrimination)~~, Title VI (race and national origin discrimination), the Age Discrimination in Employment Act, § 201-g of NYS Labor Law, NYS Human Rights Law, or Section 504 or the Americans with Disabilities Act (disability discrimination); directing a thorough fact finding regarding those complaints; making a determination whether a violation of the Policy and federal law has occurred; overseeing the

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implementation of corrective action when necessary, including the making of reasonable accommodations for student or employee disabilities; ~~making sure~~ ensuring that this Policy ~~has been~~ is publicized as required by law; keeping records of all reports of possible discrimination based on sex, race, (including but not limited to hair texture and protective hair styles), national origin, or disability; and making recommendations for the updating of this Policy as necessary.

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

- B. The principal of each OHM BOCES building is designated as the OHM BOCES' Dignity for All Students Act (DASA) Coordinator for that building, and their names and contact information shall be included in the Code of Conduct and prominently displayed in each building. The DASA Coordinators are responsible for receiving complaints of conduct directed at students by adults or other students that may be harassment, bullying, or discrimination as described in Part I-D and Part III of this Policy; conducting a thorough fact-finding regarding those complaints; determining whether a violation of this Policy has occurred; overseeing the implementation of corrective action when required; and keeping accurate records of complaints received and action taken, as required by the State Education Department. The DASA Coordinators serve as the Superintendent's designee for purposes of Article 2-A of the Education Law (DASA).
- C. The Compliance Coordinator shall inform the DASA Coordinators of matters that involve conduct directed at students, and the DASA Coordinators shall evaluate those incidents for possible violations of DASA. The DASA Coordinators shall inform the Compliance Coordinator of matters that involve complaints of possible discrimination on the basis of sex, race (including but not limited to hair texture and protective hair styles), national origin, or disability and the Compliance Coordinator shall evaluate those incidents for possible violations of Title IX, Title VI, Section 504, and the Americans with Disabilities Act.
- D. This Policy shall be interpreted and implemented so that the OHM BOCES complies with its obligations under Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1975, Title II of the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, the New York State Human Rights Law, and the New York State Education Law, as interpreted and enforced by applicable regulations.

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- E. When ~~a report complains~~ there is a complaint of possible discrimination by the Compliance Coordinator, or DASA Coordinator, the District Superintendent shall designate another OHM BOCES official to conduct the necessary fact-finding and make recommendations.

VI. Grievance and Fact-finding Procedure:

- A. Report of Possible Harassment, Bullying or Discrimination: ~~Attached to this Policy are Regulation 0015.1 shall create a Report of Possible Discrimination and a Regulation 0015.2 DASA Incident Reporting Form.~~ The Compliance Coordinator and DASA Coordinators shall ensure that these forms are available in each OHM BOCES building, and their availability is known to those who may need to use it. A link to the forms shall also appear on the home page of the OHM BOCES website. The use of this form is encouraged, but not required. ~~The~~ Compliance Coordinator or DASA Coordinators shall conduct a fact-finding inquiry anytime a written or oral report is received that contains enough information to reasonably investigate.
1. An employee or other adult may report possible discrimination or harassment directed at them or another employee or other adult to the employee's supervisor or directly to the Compliance Coordinator. If the report is about conduct by the Compliance Coordinator, the report may be made to the employee's supervisor. If an employee makes a verbal report, they shall be asked to make a written report and told of the availability of the Report form. The person to whom the report is made is also responsible for reporting in writing their conversation and other available information to the Compliance Coordinator.
 2. A student may report possible harassment, bullying or discrimination directed at them or another student to any teacher, counselor, or OHM BOCES administrator. If a student makes a verbal report, they shall be asked to make a written report and told of the availability of the Report form. The person to whom the report is made is also responsible for reporting in writing their conversation and other available information to the Compliance Coordinator or DASA Coordinator. OHM BOCES staff shall be trained on how to receive and refer student complaints.
 3. A parent/guardian, OHM BOCES volunteer, or other member of the public who wishes to report possible harassment, bullying, or discrimination against a student shall make the report to the Compliance Coordinator, a DASA Coordinator, or any administrator or teacher. If a verbal report is made, a written report shall be requested. The person to

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whom the report is made is also responsible for reporting in writing their conversation and other information to the Compliance Coordinator.

4. OHM BOCES employees who either witness conduct directed at a student that may be harassment, bullying, or discrimination, or receive an oral or written report of such conduct, must report that to a DASA Coordinator. The employee must make an oral report to the DASA Coordinator within one school day, followed by a written report to the DASA Coordinator no more than two school days after their oral report.
- B. Fact-finding Inquiry: Upon receiving a written report of possible harassment, bullying, or discrimination, the Compliance Coordinator or DASA Coordinator shall log the report, acknowledge in writing its receipt, and conduct a fact-finding inquiry designed to determine with a reasonable degree of probability what actually transpired.
1. The fact-finding inquiry should commence promptly after receiving the complaint, and be pursued with sufficient diligence to reach a conclusion within thirty (30) days after receipt of a written report. The goal shall be to complete the fact-finding process and notify the principal parties of a determination no later than forty-five (45) days after the report of possible discrimination, harassment, or bullying was received. If the Compliance Coordinator determines that an extension of this target date is necessary under the circumstances of a particular matter the Compliance Coordinator will notify the District Superintendent and principal parties and provide a new anticipated date for submitting a report and recommendation.
 2. The inquiry should determine with as much detail as possible the sequence in which events occurred, the identity of each person involved and their respective roles, and the exact words spoken by each participant. To the extent practicable, all interviews should be conducted by one person.
 3. The inquiry shall provide the person reporting objectionable conduct or circumstances, and the subject(s) of the report with an equitable opportunity to be heard. The inquiry shall include an opportunity for any person who has been identified as possibly violating this Policy, to respond to each assertion made against them.
 4. Interviews shall be scheduled and conducted in compliance with applicable provisions of New York law and collective bargaining agreements.

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5. Each person interviewed shall be reminded that they are protected by the non-retaliation provision of this Policy, and that they are bound by that provision.

C. While the specific process may vary from case to case, upon receipt of a complaint, the District/BOCES Compliance Coordinator will:

1. Conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take interim action (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate.
2. If complaint is verbal, a request to the Complainant will be made to complete the written complaint form. If the Complainant does not wish to do so, the District/BOCES Compliance Coordinator prepare a complaint form or equivalent documentation based on the verbal reporting;
3. Take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. The Compliance Coordinator or designee will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
4. Seek to interview all parties involved, including any relevant witnesses;
5. Create a written documentation of the investigation which contains the following:
 - a. A list of all documents reviewed and a detailed summary of relevant documents;
 - b. A list of names of those interviewed with a detailed summary of their statements;
 - c. A timeline of events;
 - d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
 - e. The basis for the decision and final resolution of the complaint, together with any remedial measures and/or corrective action(s).
6. Keep the written documentation and associated documents in a secure and confidential location;

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7. Promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
8. Inform the complainant of the right to file an external complaint (outside of the District/BOCES) as outlined later in this Policy.

D. Resolution: The Compliance Coordinator or DASA Coordinator shall prepare a written fact-finding report describing what investigation was done; what conclusions have been drawn about what happened; a conclusion based on a preponderance of the evidence as to whether the conduct, condition, or circumstances violated the OHM BOCES Policy, and, if it did, a recommendation regarding what corrective action should be taken. This report shall be submitted to the District Superintendent for further action. The District Superintendent shall make a determination and notify the principal parties in writing within fifteen (15) days. If the District Superintendent determines that an extension of this target date is necessary under the circumstances of a particular matter, the District Superintendent shall notify the principal parties in writing and provide a new anticipated date for the determination.

1. If the determination is that this Policy has not been violated, the person who made the report, and each person whose conduct was challenged, shall be told of that determination ~~verbally and~~ in writing or by email. The person who made the report shall be ~~told~~ informed of the option to have the determination reviewed.
2. If the determination is that this Policy has been violated, the person who made the report of possible discrimination shall be told of that determination ~~verbally and~~ in writing or by email and, consistent with the confidentiality accorded to student and personnel records, told that appropriate corrective action has been taken to deter any repetition of the offending conduct. The person whose conduct violated the Policy shall have that explained to them in writing, shall be told of the corrective action being taken by the OHM BOCES, and shall be told of the option to have the determination reviewed.
3. When the Compliance Coordinator or DASA Coordinator verifies the occurrence of harassment, bullying, or discrimination directed at a student, the OHM BOCES shall take prompt action that is consistent with the OHM BOCES' Code of Conduct and is reasonably calculated to end the harassment, bullying, or discrimination to eliminate any hostile

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environment; to create a more positive OHM BOCES culture and climate; to prevent a recurrence of the behavior; and to ensure the safety of the student(s) at whom the conduct was directed.

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

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- H. Review of Coordinator's Determination: If a person who initiated a report of possible discrimination, or a person whose conduct was challenged by a report of possible discrimination, is not satisfied with the determination of the Compliance Coordinator (or other designated investigator), they may request that the determination be reviewed by the Board of Cooperative Educational Services
1. A request for the Board of Cooperative Educational Services review must be made in writing, filed with the Board Clerk within ten (10) business days of receiving the written notice of the determination.
 2. The person requesting review shall provide a written explanation of their objection(s) to the determination, including the corrective action taken, if any. That statement shall be filed with the Board Clerk at least five (5) business days before the Board of Cooperative Educational Services meeting at which the review will be conducted.
 3. The Board of Cooperative Educational Services discussion of the determination and the objection(s) made shall take place in executive session. The Board of Cooperative Educational Services action to adopt or change the determination shall be take place in public session.
 4. The Board of Cooperative Educational Services shall render its determination within ninety (90) days of the District Clerk's receipt of the written request for review, unless extraordinary circumstances require an extension of this period.
- I. ~~No Retaliation~~ ~~No employee or student shall take a retaliatory action, or request or cause anyone else to take a retaliatory action, against any person who, in good faith, reports information about a possible violation of this Policy to a OHM BOCES employee or to the Commissioner of Education or to a law enforcement agency, or who initiates a report, or encourages another person to initiate a report, or encourages another person to initiate a report, or testifies or assists or participates in the investigation of a report, or complaint by the OHM BOCES or a governmental agency.~~
1. Unlawful retaliation is any action by an employer or supervisor that seeks to punish a worker or covered individual for engaging in protected activity. The person engaged in the protected activity is protected from retaliation if the person had a good faith belief that the practices were unlawful even if the alleged harassment does not turn out to rise to the level of a violation of law or Policy. Examples of unlawful retaliation include, but are not limited to:

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- a. Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
 - b. Publicly releasing personnel files;
 - c. Refusing to provide a reference or providing an unwarranted negative reference;
 - d. Labeling an employee as “difficult” and excluding them from projects to avoid “drama”;
 - e. Undermining an individual’s immigration status; or
 - f. Reducing work responsibilities, passing over for a promotion, or moving an individual’s desk to a less desirable office location.
 - g. Threats of physical violence out of work hours or disparaging someone on social media could also be considered retaliation under this Policy.
2. Protected activity includes but is not limited to: making or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. Additional protected activities could include:
- a. making a complaint of sexual harassment or discrimination, either internally or with any government agency;
 - b. testifying or assisting in a proceeding involving sexual harassment or discrimination, making a verbal or informal complaint of harassment or by informing a supervisor or manager of suspected harassment or discrimination; or
 - c. encouraging a fellow employee to report harassment.
3. This anti-retaliation provision is not intended to protect persons making intentionally false charges of harassment or discrimination.
- J. If allegations of retaliation are received by the District in connection with a complaint of sexual harassment or discrimination under this Policy, an investigation will be conducted pursuant to this Policy. Possible consequences for a finding of retaliation by an employee against another person for engaging in protected activities shall include, but not be limited to, counseling, discipline, suspension, and/or termination.

VII. Remedial Measures When This Policy is Violated

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- A. An employee found to have engaged in prohibited harassment or discrimination against another person (whether an employee, student, or member of the public) in the course of their employment will be subject to discipline, up to and including termination. Such decisions will be made and implemented in accordance with other OHM BOCES policies (e.g. the Code of Conduct) and applicable statutes and collective bargaining agreements.
- B. A student found to have engaged in prohibited harassment, bullying or discrimination against another person (whether an employee, student, or member of the public) while participating in a OHM BOCES activity or on OHM BOCES property will be subject to discipline. Such decisions will be made and implemented in accordance with other OHM BOCES policies (e.g. the Code of Conduct), the New York State Education Law, and any other applicable statutes.
- C. Any other person found to have engaged in prohibited harassment or discrimination against another person (whether a employee, student, or member of the public) while participating in a OHM BOCES activity or on OHM BOCES property may have their future access to OHM BOCES activities limited, as deemed appropriate under the circumstances.

VIII. Dignity Act Coordinators

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

- B. The name and contact information for each Dignity Act Coordinator shall be publicized as follows:

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

- 1. listing such information in the Code of Conduct posted on the OHM BOCES' website;

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2. including such information in the plain language summary of the Code of Conduct provided to all persons in parental relation to students before the beginning of each school year;
3. including such information in at least one mailing per school year to parents and persons in parental relation, and in additional mailings if the information changes;
4. posting such information in a highly visible location in each OHM BOCES building; and
5. making such information available at the OHM BOCES District office and each OHM BOCES building office.

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

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

IX. Training and Publication of Policy

- A. All OHM BOCES employees will be provided with a copy of this policy. Online access to a printable copy of this Policy will satisfy this requirement.
- B. All students and their families will be notified at the beginning of the school year, or at the time of enrollment, of this Policy, the conduct expectations established by it, and how they may request accommodation of a disability or initiate a complaint, or report of possible discrimination, harassment or bullying.
- C. A summary of this Policy shall be posted as part of the OHM BOCES website, and shall be distributed periodically with OHM BOCES publications.

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- D. The District Superintendent shall insure that each year all OHM BOCES employees receive training designed to meet the following objectives each year in an interactive format:
1. Discourage the development of harassment, bullying, and discrimination;
 2. Make employees aware of the effects on students of harassment, bullying, cyberbullying, and discrimination;
 3. Raise the awareness and sensitivity of employees to potential harassment, bullying, and discrimination;
 4. Enable employees to prevent harassment, bullying, and discrimination;
 5. Enable employees to respond to harassment, bullying, and discrimination;
 6. Inform employees about social patterns of harassment, bullying, and discrimination, including that based on a person's actual or perceived race (including but not limited to hair texture and protective hair styles), color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, (including gender identity or expression); or sex; and
 7. Strategies for effectively addressing the problems of exclusion, bias, and aggression in an educational setting.
- E. The District Superintendent shall develop and implement guidelines:
1. For the development of nondiscriminatory instructional and counseling methods to be used by OHM BOCES staff.
 2. For the development of measured, balanced and age-appropriate responses to instances of harassment, bullying and discrimination by students, with remedies and procedures following a progressive mode that make appropriate use of intervention, discipline and education, vary in method according to the nature of the behavior, the developmental age of the student and the student's history or problem behaviors, and are consistent with the Code of Conduct; and
 3. Include safe and supportive OHM BOCES climate concepts in curriculum and classroom management.

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- F. The OHM BOCES shall develop and implement a program of instruction in grades Kindergarten through Grade 12 to include a component on civility, citizenship and character education in accordance with Education Law.
1. Such component shall instruct students on the principles of honesty, tolerance, personal responsibility, respect for others, observance of laws and rules, courtesy, dignity and other traits which will enhance the quality of their experiences in, and contributions to, the community.
 2. Instruction on the principle of respect for others shall discourage acts of harassment, bullying, and discrimination.
 3. Instruction on the principle of tolerance, respect for others, and dignity shall seek to instill an awareness and sensitivity to harassment, bullying, discrimination, and civility in the relations of people of different races, weights, national origins, ethnic groups, religious, religious practices, mental or physical disabilities, sexual orientation, gender, (including gender identity or expression) and sexes.
 4. This shall include instruction about safe and responsible use of the internet and electronic communications.
- X. ~~Other Available Remedies for Unlawful Discrimination and Harassment, including Sexual Harassment:~~
- ~~A. In addition to this Policy, OHM BOCES employees and other persons visiting or doing business with the OHM BOCES are protected from discrimination and harassment, including sexual harassment, by New York State and federal law. There also may be applicable local laws.~~
- ~~B. The New York State Human Rights Law prohibits discrimination in employment and public accommodations, including sexual harassment. Your rights can be enforced by a complaint filed with the New York State Division of Human Rights or by filing a complaint in New York State Supreme Court.~~
- ~~1. You may learn more about your rights under the Human Rights Law by calling the Division's toll-free telephone number (888-392-3644) or visiting the Division's website (www.dhr.ny.gov).~~
 - ~~2. You may file a complaint with the Division within one year of the event you feel was harassment. You do not need a lawyer to file a complaint with the Division. The Division will investigate your complaint and make a determination whether unlawful harassment occurred. If a public hearing is required, the Division will provide an attorney. The Division may seek monetary damages on your behalf.~~

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~~3. You may start a lawsuit in Supreme Court within three years of the event you feel was harassment. You can start a lawsuit yourself (pro se), but you should retain a lawyer who is familiar with court procedures.~~

~~C. Federal laws, including Title VII of the Civil Rights Act of 1964, also prohibit discrimination in employment and public accommodation, including sexual harassment. Your rights can be enforced by filing a charge of discrimination with the United State Equal Employment Opportunity Commission (EEOC).~~

~~1. You may learn more about your rights under federal law by calling the EEOC's toll-free number (800-669-4000) or visiting the EEOC's website (www.eeoc.gov).~~

~~2. You may file a charge with the EEOC within three-hundred (300) days of the event you feel was harassment. You do not need a lawyer to file a charge with the EEOC.~~

~~3. The EEOC will investigate your charge. If it determines that unlawful discrimination occurred, the EEOC will attempt to obtain a remedy on your behalf through a conciliation process. If that is not successful, you will be given a right to sue in court.~~

~~D. If you are subjected to unwanted physical touching, coerced physical confinement, or unwanted sex acts, the conduct may constitute a crime and you should consider contacting the local police department.~~

Legal Protections and External Remedies

A. In addition to this and other Policies, OHM BOCES employees and other persons visiting or doing business with the OHM BOCES are protected from discrimination and harassment, including sexual harassment, by New York State and federal law. There also may be applicable local laws.

B. The New York State Human Rights Law prohibits discrimination in employment and public accommodations, including sexual harassment. Your rights can be enforced by a complaint filed with the New York State Division of Human Rights or by filing a complaint in the New York State Supreme Court.

1. You may learn more about your rights under the Human Rights Law by calling the Division's toll-free telephone number (888-392-3644) or visiting the Division's website (www.dhr.ny.gov). DHR's main office contact information is: NYS Division of Human Rights, One Fordham

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Plaza, Fourth Floor, Bronx, New York 10458. Contact the Division via TDD/TTY at 718-741-8300.

2. Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.
3. Call the DHR sexual harassment hotline at 1(800) HARASS3 for more information about filing a sexual harassment complaint or access a form at <https://dhr.ny.gov/complaint>. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.
4. You may file a complaint with the Division within three years of the event you feel was harassment. You do not need a lawyer to file a complaint with the Division and there is no cost to do so. The Division will investigate your complaint and make a determination whether there is probable cause to believe sexual harassment occurred. Probable cause cases receive a public hearing before an administrative law judge. The Division will provide an attorney. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.
5. An individual may not file with DHR if they have already filed a HRL complaint in state court.

C. Federal laws, including Title VII of the Civil Rights Act of 1964, also prohibit discrimination in employment and public accommodation, including sexual harassment. Your rights can be enforced by filing a charge of discrimination with the United States Equal Employment Opportunity Commission (EEOC).

1. You may file a charge with the EEOC within three hundred (300) days of the most recent event you feel was harassment or discrimination. You do not need a lawyer to file a charge with the EEOC.
2. An employee alleging discrimination at work can file a "Charge of Discrimination." A form is available at <https://www.eeoc.gov/filing-charge-discrimination>
3. The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY:

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1-800-669-6820), visiting their website at <https://www.eeoc.gov> or via email at info@eeoc.gov.

4. The EEOC will investigate your charge. If it determines there is reasonable cause to believe that unlawful discrimination occurred, the EEOC will attempt to obtain a remedy on your behalf through a conciliation process. If that is not successful, the EEOC (or Department of Justice in some cases), will decide whether to file a lawsuit. If they decide not to sue, you will be given a Notice of Right to Sue permitting an employee to file a lawsuit in federal court.
5. If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

- D. You may start a lawsuit in the state Supreme Court within three years of the event you feel was harassment. You can start a lawsuit yourself (pro se), but it is recommended that you retain a lawyer who is familiar with court procedures.
- E. Many localities enforce laws protecting individuals from sexual harassment and discrimination. Contact the county, city, or town of residence to find out if such a law exists.
- F. Local Police Department: If the harassment involves unwanted physical touching or contact, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: Title IX, Education Amendments of 1972 (20 U.S.C. Section 1681, 45 C.F.R. Part 86); Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794, 28 CFR 35.107(b), 34 CFR 104.7(b), 106.8(b), 45 C.F.R. Part 84); 28 CFR 35.107(b), 34 CFR 104.7(b), 106.8(b), NYS Human Rights Law, (Article 15, NYS Executive Law); 8 N.Y.C.R.R. 100.4, 135.4, 141.1 and 200; Civil Rights Act of 1964, Title VI and VII (42 U.S.C. Sections 2000d and 2000e); New York State Education Law, Sections 3201 and 3201-a; Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101-12213, 29 C.F.R. Part 1630); Age Discrimination in Employment Act (29 U.S.C. Sections 621-634); EEOC guidelines (29 CFR Part 1609.1 and 1609.2); and NYS Labor Law §201-g, Executive Law § 297.5.

Adopted: 07/01/03

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Revised: 10/10/12, 06/12/13, 03/09/16, 07/12/18, 01/09/19, 03/09/22, _____

FISCAL MANAGEMENT 4300

INVESTMENTS

I. Investment Objectives

Funds held by the OHM BOCES that are in excess of the amount required to meet short-term cash flow needs, and are not otherwise encumbered, shall be invested to provide the OHM BOCES with the best rate of return available without exposing the principal to an unreasonable risk of loss.

All investments made on behalf of the OHM BOCES shall comply with the requirements of all applicable federal and state laws, including the Education Law, General Municipal Law, and Local Finance Law.

II. Authority to Invest District Funds

As permitted by Section 11 of the General Municipal Law, the Board of Cooperative Educational Services authorizes the District Superintendent or his/her designee, as an officer having custody of the OHM BOCES' funds, to invest the OHM BOCES' funds in a manner consistent with this Policy.

III. Standards for Selecting Investments

A. Prudence

All OHM BOCES participants in the investment process shall act as custodians of the public trust and shall avoid any transaction that might impair public confidence in the OHM BOCES. They shall make investment decisions with the judgment and care exercised by a reasonably prudent person in the conduct of their own affairs.

B. Conflict Avoidance

All OHM BOCES participants in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or impair their ability to make impartial investment decisions.

C. Diversification

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Investments of OHM BOCES funds, including bank deposits, are to be diversified in terms of the type of investments made, the maturity dates of investments, and the choice of financial institution or broker to place or hold the investment.

D. Permitted Investments

Consistent with the other provisions of this Policy, the District Superintendent or his/her designee may purchase the following investments:

1. Special time deposit accounts;
2. Certificates of deposit;
3. Obligations of the United States of America;
4. Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;
5. Obligations of the State of New York;
6. Obligations issued pursuant to LFL (Local Finance Law) Section 24.00 or 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the OHM BOCES;
7. Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments;
8. Certificates of Participation (COPs) issued pursuant to General Municipal Law Section 109-b; and
9. Obligations of this OHM BOCES, but only with any monies in a reserve fund established pursuant to General Municipal Law Section 6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n.

E. Assured Availability

All investment obligations shall be payable or redeemable at the option of the OHM_BOCES within such times as the proceeds will be needed to meet expenditures for purposes for which the monies were provided and, in the case of

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obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the OHM BOCES within two years of the date of purchase.

IV. Collateralization of Certain Investments

Investments in the form of special time deposits and certificates of deposit shall be collateralized as provided in Policy 4302 governing OHM BOCES deposits.

V. Purchase and Custody of Investments

A. Purchase of Investment Assets

The District Superintendent or his/her designee is authorized to contract for the purchase of investments:

1. Directly, including through a repurchase agreement, from an authorized trading partner;
2. By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the Board of Cooperative Educational Services; or
3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the Board of Cooperative Educational Services Board.

B. Custody of Investment Assets

All purchased obligations, unless registered or inscribed in the name of the OHM BOCES, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the OHM BOCES by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, Section 10.

C. Segregation of Investment Assets

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The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the OHM BOCES, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the OHM BOCES a perfected interest in the securities.

VI. Repurchase Agreements

Repurchase agreements are authorized subject to the following restrictions:

1. All repurchase agreements must be entered into subject to a Master Repurchase Agreement.
2. Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.
3. Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.
4. No substitution of securities will be allowed.
5. The custodian of said funds shall be a party other than the trading partner.

VII. Authorized Financial Institutions and Dealers

A. Preparation and Review of List

The District Superintendent or his/her designee is responsible for maintaining a list of depositories, trading partners and custodians whose financial position and record of operations warrants their use by the OHM BOCES. At least once each year, the Board of Cooperative Educational Services shall review the list with the District Superintendent, and adopt a list of approved financial institutions and firms.

B. Requirements

All financial institutions with which the OHM BOCES does business must be creditworthy. Banks must agree to provide their most recent Consolidated Report

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of Condition (Call Report) at the request of the OHM BOCES. Security dealers not affiliated with a bank must be classified as reporting dealers affiliated with the New York Federal Reserve Bank as primary dealers.

VIII. Annual Board Review of Policy

Each year, the Board of Cooperative Educational Services shall review this Policy, and note that review in the minutes of the meeting at which it occurs.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: NYS Education Law §§1709, 1723-a and 3652; NYS Finance Law §§24.00, 25 and 165; NYS General Municipal Law §§10 and 11.

Adopted: 07/10/02 Reviewed: 03/08/23

Revised: 02/13/13, 03/11/20

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Policy is Required

MEDICAID BILLING COMPLIANCE PROGRAM

I. Statement of Policy

- A. The Medicaid Billing Compliance Program (the Program) is an integral part of the Oneida-Hamilton-Madison Board of Cooperative Educational Services ongoing efforts to achieve compliance with federal and state laws relating to Medicaid billing for School Supportive Health Services (“SSHS”) and other school programs. The Program creates a comprehensive system of oversight for Medicaid billing, reporting, and practices.
- B. The goal of this Program is to ensure that Medicaid eligible services are properly documented and accurately billed and that services which are rendered, but not properly documented, are not billed. Moreover, the program establishes systematic checks and balances to detect and prevent inaccurate billings and inappropriate practices in the Medicaid Program.
- C. The Program is overseen by the Board of Cooperative Educational Services Medicaid Compliance Officer who reports directly to the Superintendent. It remains, however, the responsibility of each individual involved in the provision of services and the billing process to comply with the law.

II. Medicaid Compliance Officer

- A. The Board of Cooperative Educational Services shall designate a Medicaid Compliance Officer each year. The Compliance officer shall be responsible for:
 - 1. Day to day operations of the Compliance Program.
 - 2. Providing guidance to Board of Cooperative Educational Services employees to ensure Medicaid billing compliance;
 - 3. Development and delivery of Board of Cooperative Educational Services in-service training on compliance issues, expectations, and maintenance of documentation;
 - 4. The coordination of system-wide and department-specific audits of records on an ongoing basis;
 - 5. Communicating with Board of Cooperative Educational Services employees and service providers about changes to the laws and regulations regarding Medicaid billing and this Program;
 - 6. Investigating and reporting allegations of improper billing practices.

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- B. The Compliance Officer reports directly to the Superintendent and shall periodically report to the Board of Cooperative Educational Services' Compliance Program.

III. Compliance

- A. Billing for Medicaid eligible school services will be done in compliance with all applicable state and federal laws and regulations. Specifically, no bill for reimbursement shall be submitted unless it was actually performed and documented by the service provider.
- B. The Board of Cooperative Educational Services is committed to maintaining the accuracy of every claim it processes and submits. Any false, inaccurate, or questionable claim should be reported immediately to the Board of Cooperative Educational Services Medicaid Compliance Officer.
- C. False billing is a serious offense. Federal and State laws prohibit knowingly and willfully making or causing to be made any false statement or representation of a material fact in an application for benefits or payment. It is also unlawful to conceal or fail to disclose the occurrence of an event affecting the right to payment with the intent to secure payment that is not due.
- D. In addition to criminal penalties, the Federal False Claims Act permits substantial civil monetary penalties against any person who submits false claims. The Act provides a penalty of triple damages as well as fines up to ten thousand dollars (\$10,000.00) for each false claim submitted. The persons involved in submitting false claims (as well as the Board of Cooperative Educational Services) may be excluded from participating in the Medicaid programs.
- E. Numerous other federal laws prohibit false statements or inadequate disclosure to the government and mandate exclusion from Medicaid programs. It is illegal to make any false statement to the federal government, including statements on Medicaid claim forms. It is illegal to use the U.S. mail to scheme to defraud the government. Any agreement between two or more people to submit false claims may be prosecuted as a conspiracy to defraud the government.
- F. The Board of Cooperative Educational Services promotes full compliance with each of the relevant laws by maintaining a strict policy of ethics, integrity, and accuracy in all its financial dealings. Each employee and professional, including outside consultants, who is involved in submitting charges, preparing claims, billing, and

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documenting services is expected to maintain the highest standards of personal, professional, and institutional responsibility. Individuals who fail to report suspected problems, participate in non-compliance behavior or encourage, direct, or facilitate non-compliance behavior may be subject to disciplinary action in accordance with the provisions of New York law and any applicable collective bargaining agreement.

IV. Education and Training

- A. It is the Compliance Officer's responsibility is to ensure that every employee involved with the Medicaid service and billing process is educated about the applicable laws and regulations governing provider billing and documentation. Moreover, the Program must be shared with all employees, made available for inspection and published on the Board of Cooperative Educational Services website.
- B. The Compliance Officer shall also develop, oversee and provide in-service training on Medicaid billing and documentation requirements for all staff involved in providing and billing for Medicaid services periodically and at other times including initial employment or assignment. Such training is mandatory and the Board of Cooperative Educational Services will maintain records of all trainings.

V. Reporting and Investigation

- A. Reporting
 - 1. Every employee in the Board of Cooperative Educational Services has the responsibility not only to comply with the laws and regulations, but to ensure that others do as well.
 - 2. Employees must report non-compliance to their immediate supervisors, or the Board of Cooperative Educational Services Compliance Officer. Supervisors are required to report these issues through established channels in Human Resources/Personnel or directly to the Board of Cooperative Educational Services Medicaid Compliance Officer. Calls may be made anonymously, although the Board of Cooperative Educational Services encourages employees to provide a name and telephone number so that reports may be more effectively investigated.
 - 3. Every attempt will be made to preserve the confidentiality of reports of non-compliance. All employees must understand, however, that circumstances

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may arise in which it is necessary or appropriate to disclose information. In such cases, disclosures will be on a “need to know” basis only.

4. Employees may choose to instead send information concerning such practice or billing procedure in writing to the State Compliance Officer by U.S. mail, courier service, e-mail or facsimile transmission. Disclosures may be made anonymously, however, an employee’s verbal communication of any such allegation will not be sufficient to require any further action to be initiated. There are several ways to report an allegation:

Email: bmfa@omig.ny.gov

Toll-free: 877-873-7283

Telephone: 518-402-1378

Fax: 518-408-0480

Internet: www.omig.ny.gov

Mail: NYS OMIG Bureau of Medicaid Fraud Allegations

800 North Pearl Street

Albany, NY 12204

B. Investigation

1. The Compliance Officer or designee will investigate every report of non-compliance as soon as practicable. Investigations may include interviewing employees and reviewing documentation. Each employee must cooperate with such investigations.
2. Upon completion of the investigation, the Compliance Officer will make a report to the Superintendent. The report will be the basis for the Compliance Officer’s Program or recommendation of corrective action and discipline. Reports will be retained for a period of six (6) years.

C. Non-Retaliation

It is Board of Cooperative Educational Services policy that no person shall retaliate, in any form, against a person who reports an act or suspected act of non-compliance in good faith (although employees may be disciplined for making intentionally false reports of non-compliance). Any person who is found to have retaliated for such a report shall be subject to discipline. In addition, the Federal False Claims Act and New York State Law provide certain protections to individuals who are discharged,

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demoted, suspended or threatened, harassed, or discriminated against by their employer in retaliation for assisting in the investigation, initiation or prosecution of a False Claims Act violation - which constitutes health care fraud under New York State Law.

D. Corrective Action/Sanctions

1. To make this Compliance Program effective, the Compliance Officer will have authority to impose corrective action.
2. If a service provider or employee is found to be non-compliant in a single instance or relatively insignificant percentage of cases over a short period, the Compliance Officer may require that person to undergo a session of education or training.
3. If a provider or other employee fails to comply with billing or documentation requirements repeatedly, sanctions may be more severe.
4. Plans of correction and discipline may include, but are not limited to:
 - a. A requirement to undergo training;
 - b. A period of required supervision or approval of documentation before bills can be issued;
 - c. Expanded auditing, internal or external, for a period of time until compliance improves;
 - d. Self-reporting of violations; and
 - e. In sufficiently egregious cases, discipline.
5. In addition, the Compliance Officer may recommend some other appropriate course of action to correct non-compliance.

VI. Auditing/Review

- A. It is essential to monitor compliance with billing rules. The Compliance Officer must be able to ensure compliance and understanding of current regulations and overall levels of compliance throughout the Board of Cooperative Educational Services.
- B. Under this Plan, there will be both internal and external (i.e., by an independent consultant or other professional) auditing of Medicaid billing documentation.

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Internal auditing is done by the professional staff of the Compliance Officer, who will conduct periodic reviews.

- C. The Compliance Officer may engage an external auditing firm as deemed necessary to assess the Board of Cooperative Educational Services' overall compliance. All employees must cooperate fully with this effort by making themselves and any pertinent documents available.
- D. The external auditor will report the results of its investigation to the Compliance Officer. The Compliance Officer will report, in turn, to the District Superintendent and the Board.

VII. Ongoing Assessments

- A. The Compliance Officer will make an annual assessment of the success of the Program. That assessment will be based on the examination of results of internal audits and investigations, reports of any outside audits that may have been conducted, and the Compliance Officer's personal experience with the functioning of the Program over the previous year.
- B. A summary of this assessment shall be provided to the District Superintendent and the Board of Cooperative Educational Services.

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FISCAL MANAGEMENT

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Policy is Required
MEDICAID BILLING COMPLIANCE PROGRAM

Oneida-Hamilton-Madison Board of Cooperative Educational Services

Legal Ref: Social Services Law § 363-d; 18 NYCRR Part 521; federal False Claims Act, as amended

Adopted: _____

SUPPORT OPERATIONS

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I. Policy

The OHM BOCES participates in USDA Child Nutrition programs including the National School Lunch Program (NSLP) and School Breakfast Program (SBP) and supports a healthy environment where children learn and participate in positive dietary and lifestyle practices.

II. Goals for Nutrition Promotion and Education, Physical Activity and other School-Based Activities

A. Nutrition Promotion and Education

The primary goal of nutrition promotion and education is to influence lifelong eating behaviors in a positive manner. To achieve this goal, the OHM BOCES has established these operating standards:

1. Students in grades Pre-K through 12 receive nutrition education that follows applicable New York State Standards, is interactive, and teaches the skills students need to adopt healthy eating behaviors.
2. Students receive consistent nutrition messages through instruction, health posters, signage or displays.
3. OHM BOCES health education curriculum standards and guidelines include both nutrition and physical activity, and nutrition education if offered in a variety of subjects.
4. Staff limit the use of food as a reward or punishment in OHM BOCES.
5. Staff who provide nutrition education will have appropriate training.

B. Physical Activity

The primary goals and characteristics of quality physical education and physical activity are to provide opportunities for every student to develop the knowledge and skills for lifelong physical activities; maintain physical fitness; reduce sedentary time; learn about cooperation, fair play and responsible participation that meets the needs of all students (at all levels of physical ability); and gain an appreciation for lifelong physical activity through a healthy lifestyle. To achieve these goals, the OHM BOCES has established these operating standards:

1. The OHM BOCES will have The Board of Cooperative Educational Services approved Physical Education Plan on file with the New York State Education Department that meets or exceeds the requirements set forth in Section 135.4

SUPPORT OPERATIONS

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of the Commissioner's Regulations. All students will be required to fulfill the physical education requirements as set forth in the regulations of the Commissioner of Education as a condition of graduating from the OHM BOCES.

2. Physical activity shall be included, on a weekly basis and, when possible, during the OHM BOCES day.
3. Students will not be denied participation in recess or other physical activities during the school day as a form of discipline or for classroom make-up time.

C. Other OHM BOCES-Based Activities

1. Dining Environment

The OHM BOCES will:

- a. Provide a clean, safe meal environment for all students;
- b. Provide enough space and serving area to ensure that all students have access for OHM BOCES meals.
- c. Make available free potable water in OHM BOCES, so that students may obtain water at mealtime and throughout the day.
- d. Encourage all students to participate in the OHM BOCES meals/cafeteria program and protect the identity of students who qualify for free and reduced-price meals.

2. Consistent OHM BOCES Activities and Environment

The OHM BOCES will:

- a. Provide opportunities for the ongoing professional training for food service staff and teachers in the areas of nutrition and physical education.
- b. Encourage OHM BOCES and community members to serve as role models in practicing and promoting a healthy lifestyle.
- c. Support initiatives regarding self-help and other Food and Nutrition Services programs.
- d. Encourage parents/guardians to send in healthy alternatives for classroom celebrations.
- e. Utilize a system of student payment that ensures all eligible students have access to free/reduced meals in a non-stigmatizing manner.
- g. Purchase local foods for the school meals program when possible.

III. Social and Emotional Wellness

Policy is Required
SCHOOL WELLNESS POLICY

The OHM BOCES will create activities that promote:

A. Social and Emotional Wellness

1. Self-Awareness

The ability to accurately recognize one's own emotions, thoughts, and values and how they influence behavior. The ability to accurately assess one's strengths and limitations, with a well-grounded sense of confidence, optimism, and a "growth mindset." For example: See the skills listed below:

- a. Identifying emotions
- b. Accurate self-perception
- c. Recognizing strengths
- d. Self-confidence
- e. Self-efficacy

2. Social Awareness

The ability to take the perspective of and empathize with others, including those from diverse backgrounds and cultures. The ability to understand social and ethical norms for behavior and to recognize family, OHM BOCES, and community resources and supports. For example: See the skills listed below:

- a. Perspective-taking
- b. Empathy
- c. Appreciating diversity
- d. Respect for others

3. Self-Management

The ability to successfully regulate one's emotions, thoughts, and behaviors in different situations – effectively managing stress, controlling impulses, and motivating oneself. The ability to set and work toward personal and academic goals. For example: See the skills listed below:

- a. Impulse control
- b. Stress management
- c. Self-discipline
- d. Self-motivation
- e. Goal setting
- f. Organizational skills

4. Relationship Skills

Policy is Required
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The ability to establish and maintain healthy and rewarding relationships with diverse individuals and groups. The ability to communicate clearly, listen well, cooperate with others, resist inappropriate social pressure, negotiate conflict constructively, and seek and offer help when needed. For example: See the skills listed below:

- a. Communication
- b. Social engagement
- c. Relationship building
- d. Teamwork

5. Responsible Decision-Making

The ability to make constructive choices about personal behavior and social interactions based on ethical standards, safety concerns, and social norms. The realistic evaluation of consequences of various actions, and a consideration of the well-being of oneself and others.

- a. Identifying problems
- b. Analyzing situations
- c. Solving problems
- d. Evaluating
- e. Reflecting
- f. Ethical responsibility

IV. Nutritional Guidelines

- A. The OHM BOCES will develop standards and nutrition guidelines for all foods and beverages sold to students on the school campus during the OHM BOCES day that are consistent with Federal regulations for school meal nutrition standards and the Smart Snacks in School nutrition standards.
- B. The OHM BOCES will develop standards and nutrition guidelines per each building for all foods and beverages provided, but not sold, to students during the OHM BOCES day (e.g., in classroom parties, classroom snacks brought by parents, or other foods given to students).
- C. Fundraisers conducted during the OHM BOCES day will meet, or exceed, the nutritional requirements listed in the Healthy, Hunger-Free Kids Act “Smart Snacks in Schools” Rule and no fundraising foods and beverages will be sold until the end of the last lunch period. Fundraisers conducted outside of the OHM BOCES day will be encouraged to promote the sale of healthy foods items, non-food items, and events involving physical activity.

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D. For purposes of this section, the OHM BOCES day means the period from the midnight before the start of student attendance to thirty (30) minutes after the end of the official OHM BOCES day. All standards developed by the District shall apply to all food sold during the school day, including a la carte items, school stores, vending machines, and fundraisers.

V. Marketing and Advertising

Marketing and advertising of foods and beverages on OHM BOCES campuses during the OHM BOCES day will be consistent with nutrition education and health promotion. OHM BOCES will restrict food and beverage marketing to the promotion of those foods and beverages that meet the nutrition standards set forth by the Healthy-Free Kids Act “Smart Snacks in Schools” Rule.

VI. Guidelines for Reimbursable School Meals

The OHM BOCES will ensure that reimbursable school meals meet the program requirements and nutrition standards set forth in Federal Regulations (7 CFR Part 210 and 220).

VII. Community Involvement and Wellness Leadership

The District Superintendent will designate a District Wellness Committee by October 15th of each OHM BOCES year with members chosen from the public, parents, students, OHM BOCES food service workers, teachers, administrators, Board of Education members and support staff personnel. The District Wellness Committee will review the policy and make recommendations to the District Superintendent as needed. The District will seek community partnerships that support the District’s nutrition goals and programs.

VIII. Implementation and Evaluation of Policy

Under the direction of the District Superintendent or ~~his/her~~ designee the OHM BOCES will be responsible for the following:

- A. Periodically assess whether the OHM BOCES is meeting the requirements of this policy.
- B. Inform and update the public (including parents, students and others in the community) about the content and implementation of this policy.
- C. On a triennial basis, measure and make available to the public an assessment of the implementation of the policy including:
 - 1. Compliance with the policy;
 - 2. How well the policy compares to model wellness policies; and

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- 3. Description of the progress made in attaining the goals of the policy.
- D. Retain basic records demonstrating compliance with the policy, to include:
 - 1. The written wellness policy;
 - 2. Documentation demonstrating compliance with community involvement requirements;
 - 3. Documentation of the triennial assessment of the wellness policy;
 - 4. Annual local wellness policy progress reports for each school; and
 - 5. Documentation to demonstrate compliance with the public notification requirements.
- E. Reinforce policy goals with OHM BOCES staff as needed.

VII. Staff Wellness Program

The OHM BOCES will maintain a staff wellness program. The District Superintendent shall establish a staff wellness committee, which shall make recommendations to the Superintendent concerning strategies to promote staff wellness.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: NYS Education Law Sections §§ 915, 1709 and (23); National School Lunch Act 1946 as amended (42 USC 1751-1760); Child Nutrition Act 1966; ~~Section § 204~~ of the Child Nutrition and WIC Reauthorization Act of 2004 (PL 108-265); Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296) added ~~Section§~~ 9A to the Richard B. Russell National School Lunch Act (42 USC 1758b), Smart Snacks in School Rules 2014; 8 NYCRR 135.4; 7 CFR 210.11; 7 CFR Parts 210 and 220.

Adopted: 7/12/06

Revised: 04/23/07, 04/21/08, 06/12/13, 05/09/18, _____

POLICY IS REQUIRED
PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION
IN THE WORKPLACE

I. Statement of Policy

- A. The OHM BOCES is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their sex, gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are similar and are further described in OHM BOCES policies prohibiting harassment, discrimination, and bullying. (Insert District/BOCES Policies for DASA, Title IX, and EEO). All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of OHM BOCES commitment to a discrimination-free work environment.
- B. The goal of this Policy is to teach employees to recognize sexual discrimination and to provide the tools to take action when it occurs.
- C. The OHM BOCES policy applies to all employees, applicants for employment, and interns, whether paid or unpaid, anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone else providing services in the workplace. It also includes persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with the OHM BOCES. Clients, customers, constituents, and visitors are also included in this Policy. This Policy will use the term “covered individual” to refer to those individuals who are not direct employees of the OHM BOCES.
- D. Sexual harassment or discrimination can occur between any individuals, regardless of their sex or gender.
- E. Unlawful sexual harassment or discrimination is not limited to the physical workplace itself. It can occur while employees are working remotely, traveling for business, or at OHM BOCES sponsored events or parties. Calls, texts, emails, and social media posts by employees or covered individuals can constitute unlawful workplace harassment regardless of where it occurs and whether personal or OHM BOCES devices are used.

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F. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined in this Policy, as well as the other OHM BOCES policies that prohibit harassment, discrimination, and bullying, should be considered applicable to all protected classes.

II. Sexual Harassment Definition

A. Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender. Sexual Harassment includes any unwelcome conduct which is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

1. The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;
2. Employment depends implicitly or explicitly on accepting such unwelcome behavior; or
3. Decisions regarding an individual's employment are based on an individual's acceptance of or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

B. Hostile Work Environment includes behaviors such as: words, signs, jokes, pranks, intimidation, or physical violence of a sexual nature, or which are directed at an individual because of their sex, gender identity or gender expression. Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history can create a hostile work environment. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory

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statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee's job performance. These are merely examples and not an exhaustive list.

- C. Quid Pro Quo Harassment is sexual harassment where a person in authority tries to trade employment benefits such as hiring, promotion, and continued employment for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment.
- D. Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression, and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary.
 - 1. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female.
 - 2. A transgender person is someone whose gender is different than the sex they were assigned at birth.
 - 3. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do.

Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

- E. Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. The New York State Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their sex, gender (perceived or actual), sexual orientation, or gender expression is considered a violation of the OHM BOCES Policy. The intent of the harasser is not relevant to a harassment claim. The impact of the behavior on a person is what counts.
- F. Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any

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harassing conduct, even a single incident, can be discrimination and is covered by this policy.

G. Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. This list is just a sample of behaviors and should not be considered exhaustive.

1. Physical acts of a sexual nature, such as:
 - a. Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
 - b. Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy. (See, External Remedies Section.)
2. Unwanted sexual comments, advances, or propositions, such as:
 - a. Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;
 - i. This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship;
 - ii. Subtle or obvious pressure for unwelcome sexual activities; or
 - iii. Repeated requests for dates or romantic gestures, including gift-giving.
3. Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.
4. Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:

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- a. Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
 - b. Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
5. Sexual or discriminatory displays or publications anywhere in the workplace, such as:
- a. Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
 - b. This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.
6. Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
- a. Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - b. Sabotaging an individual's work;
 - c. Bullying, yelling, or name-calling;
 - d. Intentional misuse of an individual's preferred pronouns; or
 - e. Creating different expectations for individuals based on their perceived identities:
 - i. Dress codes that place more emphasis on women's attire;
 - ii. Leaving parents/caregivers out of meetings.
- H. When a complaint is made, an investigation will happen pursuant to the applicable OHM BOCES policies whenever a complaint is received about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. The OHM BOCES will conduct a prompt and thorough investigation that is fair to all parties.
- III. Retaliation
- A. Unlawful retaliation is any action by an employer or supervisor that seeks to punish a worker or covered individual for engaging in protected activity. The

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person engaged in the protected activity is protected from retaliation if the person had a good faith belief that the practices were unlawful even if the alleged harassment does not turn out to rise to the level of a violation of law or Policy. Examples of unlawful retaliation include, but are not limited to:

1. Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
 2. Publicly releasing personnel files;
 3. Refusing to provide a reference or providing an unwarranted negative reference;
 4. Labeling an employee as “difficult” and excluding them from projects to avoid “drama”;
 5. Undermining an individual’s immigration status; or
 6. Reducing work responsibilities, passing over for a promotion, or moving an individual’s desk to a less desirable office location.
 7. Threats of physical violence out of work hours or disparaging someone on social media could also be considered retaliation under this Policy.
- B. Protected activity includes but is not limited to: making or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. Additional protected activities could include:
1. making a complaint of sexual harassment or discrimination, either internally or with any government agency;
 2. testifying or assisting in a proceeding involving sexual harassment or discrimination, making a verbal or informal complaint of harassment or by informing a supervisor or manager of suspected harassment or discrimination; or
 3. encouraging a fellow employee to report harassment.
- C. This anti-retaliation provision is not intended to protect persons making intentionally false charges of harassment or discrimination.
- D. If allegations of retaliation are received by the OHM BOCES in connection with a complaint of sexual harassment or discrimination under this Policy, an investigation will be conducted pursuant to this Policy. Possible consequences for a finding of retaliation by an employee against another person for engaging in

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protected activities shall include, but not be limited to, counseling, discipline, suspension, and/or termination.

IV. Bystander Intervention

- A. An employee witnessing harassment as a bystander is encouraged to report it.
- B. A supervisor or manager who witnesses harassment as a bystander is **required** to report it.
- C. There are five (5) standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.
 - 1. Interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
 - 2. Ask a third party to help intervene in the harassment;
 - 3. Record or take notes on the harassment incident to benefit a future investigation;
 - 4. after the incident, check in with the person who has been harassed, see how they are feeling and let them know the behavior was not ok; and
 - 5. Confront the harasser and name the behavior as inappropriate. Physical assault is never an appropriate way to confront harassment.
- D. Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace.

V. Reporting Sexual Harassment

- A. Any employee or covered individual is encouraged to report harassing or discriminatory behavior to a supervisor, manager or the District/BOCES Compliance Coordinator. Anyone who witnesses or becomes aware of potential instances of sexual harassment or discrimination should report such behavior to a supervisor, manager, or the OHM BOCES Compliance Coordinator.
- B. The OHM BOCES Compliance Coordinator is:

Margherita Manoiro
4747 Middle Settlement Road, New Hartford, NY 13413
315-793-8518
mmanoiro@oneida-boces.org

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C. Form of Complaint

1. Reports of sexual harassment may be made verbally, in writing, or by email.
2. A written complaint form is provided as part of the Board Policy Manual as Regulation 6010.1. It is not required that this form be used.
3. Employees who are reporting sexual harassment on behalf of other employees may report verbally, in writing, or by email. If Regulation 6010.1 is used, it should be noted on the form that the complaint is being submitted on behalf of another employee.

VI. Administrator and Supervisor Responsibilities

- A. Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to the OHM BOCES Compliance Coordinator. If Managers and supervisors observe such behavior, they must act.
- B. Supervisors and managers can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors and managers can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment or discrimination to continue after they know about it.
- C. Supervisors and managers will also be subject to discipline for engaging in any retaliation.
- D. The OHM BOCES will work with individuals who have experienced harassment or discrimination to ensure the workplace is safe, supportive, and free from retaliation during and after any investigation.

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VII. Reports, Complaints, and Investigations of Sexual Harassment

- A. All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible.
- B. Employees shall be required to cooperate in an investigation of suspected sexual harassment or discrimination.
- C. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.
- D. While the specific process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, the OHM BOCES Compliance Coordinator will:
 - 1. Conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take interim action (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate.
 - 2. If complaint is verbal, a request to the Complainant will be made to complete the written complaint form. If the Complainant does not wish to do so, the OHM BOCES Compliance Coordinator prepare a complaint form or equivalent documentation based on the verbal reporting;
 - 3. Take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. The Compliance Coordinator or designee will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
 - 4. Seek to interview all parties involved, including any relevant witnesses;
 - 5. Create a written documentation of the investigation which contains the following:
 - i. A list of all documents reviewed and a detailed summary of relevant documents;

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- ii. A list of names of those interviewed with a detailed summary of their statements;
 - iii. A timeline of events;
 - iv. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
 - v. The basis for the decision and final resolution of the complaint, together with any remedial measures and/or corrective action(s).
6. Keep the written documentation and associated documents in a secure and confidential location;
 7. Promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
 8. Inform the complainant of the right to file an external complaint (outside of the OHM BOCES) as outlined later in this Policy.

VIII. Review of Compliance Coordinator's Determination

If a person who initiated a report of possible discrimination, or a person whose conduct was challenged by a report of possible discrimination, is not satisfied with the determination of the Compliance Coordinator (or other designated investigator), they may request that the determination be reviewed by the OHM BOCES Board.

- A. A request for Board review must be made in writing and filed with the District Clerk within ten (10) business days of receiving the written notice of the determination.
- B. The person requesting review shall provide a written explanation of their objection(s) to the determination, including the corrective action taken if any. That statement shall be filed with the District Clerk at least five (5) business days before the Board meeting at which the review will be conducted.
- C. Board discussion of the determination and the objection(s) made shall take place in executive session. Board action to adopt or change the determination shall take place in a public session.

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IX. Corrective Actions and Remedial Measures

- A. The District Superintendent or designee has the discretion to implement immediate corrective action, pending the completion of a fact-finding inquiry, to protect an individual when the District Superintendent concludes that the circumstances of a particular report warrant that action.
- B. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment or discrimination will depend on the degree of harassment and might include education, counseling, or discipline. It may also lead to suspension or termination when appropriate.
 - 1. An employee found to have engaged in prohibited harassment or discrimination against another person (whether an OHM BOCES employee, OHM BOCES student or member of the public) in the course of their employment will be subject to discipline, up to and including termination. Such decisions will be made and implemented in accordance with this and other OHM BOCES policies, applicable state and federal statutes and regulations, as well as any applicable collective bargaining agreements.
 - 2. Any other person found to have engaged in prohibited harassment or discrimination against another person (whether a OHM BOCES employee, OHM BOCES student or member of the public) while participating in a OHM BOCES activity or on OHM BOCES property may have their future access to OHM BOCES and its activities limited, as deemed appropriate under the circumstances.

X. Notifications and Training

- A. This Policy must be provided to all employees in hard copy or digital form, annually, upon hiring, and posted prominently in work locations and on the OHM BOCES website.
- B. The OHM BOCES shall provide annual training to all staff on the prohibition of sexual harassment and discrimination in the workplace. New hires must also receive training. A copy of the training materials and policy shall be provided either in hardcopy or electronically at the time of training.

XI. Legal Protections and External Remedies

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- A. In addition to this and other Policies, OHM BOCES employees and other persons visiting or doing business with the OHM BOCES are protected from discrimination and harassment, including sexual harassment, by New York State and federal law. There also may be applicable local laws.
- B. The New York State Human Rights Law prohibits discrimination in employment and public accommodations, including sexual harassment. Your rights can be enforced by a complaint filed with the New York State Division of Human Rights or by filing a complaint in the New York State Supreme Court.
1. You may learn more about your rights under the Human Rights Law by calling the Division's toll-free telephone number (888-392-3644) or visiting the Division's website (www.dhr.ny.gov). DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. Contact the Division via TDD/TTY at 718-741-8300.
 2. Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.
 3. Call the DHR sexual harassment hotline at 1(800) HARASS3 for more information about filing a sexual harassment complaint or access a form at <https://dhr.ny.gov/complaint>. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.
 4. You may file a complaint with the Division within three years of the event you feel was harassment. You do not need a lawyer to file a complaint with the Division and there is no cost to do so. The Division will investigate your complaint and make a determination whether there is probable cause to believe sexual harassment occurred. Probable cause cases receive a public hearing before an administrative law judge. The Division will provide an attorney. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

POLICY

Draft

PERSONNEL

6010

POLICY IS REQUIRED

PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION IN THE WORKPLACE

5. An individual may not file with DHR if they have already filed a HRL complaint in state court.
- C. Federal laws, including Title VII of the Civil Rights Act of 1964, also prohibit discrimination in employment and public accommodation, including sexual harassment. Your rights can be enforced by filing a charge of discrimination with the United States Equal Employment Opportunity Commission (EEOC).
1. You may file a charge with the EEOC within three hundred (300) days of the most recent event you feel was harassment or discrimination. You do not need a lawyer to file a charge with the EEOC.
 2. An employee alleging discrimination at work can file a “Charge of Discrimination.” A form is available at <https://www.eeoc.gov/filing-charge-discrimination>
 3. The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at <https://www.eeoc.gov> or via email at info@eeoc.gov.
 4. The EEOC will investigate your charge. If it determines there is reasonable cause to believe that unlawful discrimination occurred, the EEOC will attempt to obtain a remedy on your behalf through a conciliation process. If that is not successful, the EEOC (or Department of Justice in some cases), will decide whether to file a lawsuit. If they decide not to sue, you will be given a Notice of Right to Sue permitting an employee to file a lawsuit in federal court.
 5. If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.
- D. You may start a lawsuit in the state Supreme Court within three years of the event you feel was harassment. You can start a lawsuit yourself (pro se), but it is recommended that you retain a lawyer who is familiar with court procedures.
- E. Many localities enforce laws protecting individuals from sexual harassment and discrimination. Contact the county, city, or town of residence to find out if such a law exists.
- F. Local Police Department: If the harassment involves unwanted physical touching or contact, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

POLICY

Draft

PERSONNEL

6010

POLICY IS REQUIRED

PROHIBITION OF SEXUAL HARASSMENT AND DISCRIMINATION
IN THE WORKPLACE

OHM BOCES

Legal Ref: NYS Labor Law §201-g

Cross Ref: 0013, Title IX Grievance Process; 1005, Code of Conduct; Rights of Nursing
Employees to Express Breast Milk

Adopted: _____

Revised: _____



Oneida-Herkimer-Madison BOCES


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

Scott Morris
Assistant Superintendent
for Support Services
T: 315.793.8572
F: 315.793.8652
smorris@oneida-boces.org

VII D. 4.
Approval 2023-2024 Rental and
Ancillary Agreements
December 13, 2023


MEMORANDUM

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 
District Superintendent and Chief Executive Officer

Date: December 1, 2023

Subject: Approval of 2023-2024 Rental and Ancillary Agreements

Prepared By: Scott Morris 

Background:

The Oneida-Herkimer-Madison BOCES has historically rented space to meet the needs for various programs. Classroom space is rented for the special education program and distance learning programs. Additionally, classroom space is leased for elementary and secondary summer school programs.

With the exception of distance learning, the rooms rented from component districts also contain a payment for ancillary services to cover component district costs related to supervision and support staff. The classroom rental rate has been set at \$3,200 per classroom for ten-month usage with an ancillary fee of \$8,500 per classroom. The summer school rental rate has been set at \$435 for secondary classrooms with a \$300 ancillary fee per classroom, and \$218 for elementary classrooms with a \$150 ancillary fee per classroom.

Discussion:

In addition to the classroom space, there is a multi-year agreement in place for the Brodock Press facility and MSA at Lincoln Avenue. The total lease at Brodock is 54,650 square feet at \$7.55/sq. ft. for 2023-2024 (\$412,607.50). The lease at Holy Trinity for MSA at Lincoln Avenue for 2023-2024 is \$100,800.

Recommendation:

It is recommended that the Cooperative Board approve the rental of space and related ancillary service as indicated on the attached schedule, in the amount of \$596,785.50 with ancillary services of \$156,200 for the 2023-2024 school year

Resolution:

That the Cooperative Board approves the rental agreements, as shown on the attached schedule, in the amount of \$596,785.50 with ancillary services of \$156,200 for the 2023-2024 school year.

SM:ld
Attachment

Use	Location	Period of Lease	2022-23		2023-24		2023-24		Ancillary Rate	Ancillary Cost	Total Cost
			# of Rooms	Rooms	# of Rooms	Rooms	Rental Rate	Rental Cost			
Information & Technology	Brodock Press	6/01/03-6/30/05		54,650			\$7.55/sq ft	\$ 412,607.50			\$ 412,607.50
	lease extension	7/1/05-6/30/13		sq.ft.							
	lease extension	1/01/06-6/30/13									
	lease extension	9/01/06-6/30/13									
	lease extension	11/1/08-6/30/18									
	lease extension	7/01/15-6/30/18									
	lease extension	7/01/18-6/30/28									
	lease extension	9/01/19-6/30/28									
	lease amendment	09/09/23-6/30/28									
		Payee: CBB Realty									
Distance Learning	Brookfield	7/01/23 - 6/30/24	1		1		\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	Clinton	7/01/23 - 6/30/24	1		1		\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	Holland Patent	7/01/23 - 6/30/24	1		1		\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	New Hartford	7/01/23 - 6/30/24	1		1		\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	New York Mills	7/01/23 - 6/30/24	1		1		\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	Oriskany	7/01/23 - 6/30/24	1		1		\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	Remsen	7/01/23 - 6/30/24	1		1		\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	Sauquoit	7/01/23 - 6/30/24	1		1		\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	Utica	7/01/23 - 6/30/24	1		1		\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	Waterville	7/01/23 - 6/30/24	1		1		\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	Westmoreland	7/01/23 - 6/30/24	1		1		\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	Whitesboro	7/01/23 - 6/30/24	1		1		\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Total			12		12			\$ 12,000.00			\$ 12,000.00
Alternative Education	Lincoln Ave	7/1/22 - 6/30/25		36,000			\$8,400/Mo	\$ 100,800.00			\$ 100,800.00
	Payee: Holy Trinity			sq.ft.							
Special Education (SWD's) (10 Month Program)	New Hartford	9/01/23-6/30/24	3		2		\$ 3,200.00	\$ 6,400.00	\$ 8,500.00	\$ 17,000.00	\$ 23,400.00
	Sauquoit	9/01/23-6/30/24	6		6		\$ 3,200.00	\$ 19,200.00	\$ 8,500.00	\$ 51,000.00	\$ 70,200.00
	Westmoreland	9/01/23-6/30/24	0		0		\$ 3,200.00	\$ -	\$ 8,500.00	\$ -	\$ -
	Waterville	9/01/23-6/30/24	9		9		\$ 3,200.00	\$ 28,800.00	\$ 8,500.00	\$ 76,500.00	\$ 105,300.00
Total			18		17			\$ 54,400.00			\$ 198,900.00

Secondary Summer School	Remsen	7/5/23-8/17/23	1	1	\$ 435.00	\$ 435.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 735.00
	Sauquoit Valley		14	0	\$ 435.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -
	Whitesboro		16	0	\$ 435.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -
	New Hartford Perry	7/5/23-8/17/23	0	22	\$ 435.00	\$ 9,570.00	\$ 300.00	\$ 6,600.00	\$ 6,600.00	\$ 16,170.00
Driver Education	Clinton		virtual	0	\$ 435.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -
	Holland Patent	7/5/23-8/17/23	virtual	1	\$ 435.00	\$ 435.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 735.00
	New York Mills	7/5/23-8/17/23	virtual	0	\$ 435.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -
	Oriskany	7/5/23-8/17/23	1	1	\$ 435.00	\$ 435.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 735.00
	Remsen	7/5/23-8/17/23	virtual	0	\$ 435.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -
	Waterville	7/5/23-8/17/23	1	1	\$ 435.00	\$ 435.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 735.00
Elementary Summer School	Whitesboro		27	0	\$ 218.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -
	New York Mills	7/10/23-8/3/23	0	26	\$ 218.00	\$ 5,668.00	\$ 150.00	\$ 3,900.00	\$ 3,900.00	\$ 9,568.00
Total			60	52		\$ 16,978.00		\$ 11,700.00	\$ 11,700.00	\$ 28,678.00
Totals for 2023-2024			90	81		\$ 596,785.50		\$ 156,200.00	\$ 156,200.00	\$ 752,985.50

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of Brookfield Central School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
1 classroom	770 sq. ft.	07/01/2023-06/30/2024	\$1,000

Distance Learning

The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY JUNE 15, 2024

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

Bernard Whitacre Brookfield, New York 13314
 President, Trustee, Board of Education (Party of the First Part)

Christie E. Case Brookfield, New York 13314
 Trustee or Clerk, Board of Education (Party of the First Part)

Box 70, New Hartford, New York 13413-0070
 President, Board of Cooperative Educational Services (Party of the Second Part)

Box 70, New Hartford, New York 13413-0070
 Clerk, Board of Cooperative Educational Services (Party of the Second Part)

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of Clinton Central School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
1 classroom	770 sq. ft.	07/01/2023-06/30/2024	\$1,000

Distance Learning

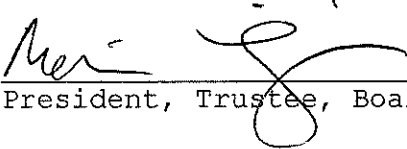
The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:


1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY JUNE 15, 2024

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

 Clinton, New York 13323
 President, Trustee, Board of Education (Party of the First Part)

 Clinton, New York 13323
 Trustee or Clerk, Board of Education (Party of the First Part)

Box 70, New Hartford, New York 13413-0070
 President, Board of Cooperative Educational Services (Party of the Second Part)

Box 70, New Hartford, New York 13413-0070
 Clerk, Board of Cooperative Educational Services (Party of the Second Part)

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of Holland Patent Central School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
1 classroom	770 sq. ft.	07/01/2023-06/30/2024	\$1,000

Distance Learning

The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY JUNE 15, 2024

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

Bobby Smith Holland Patent, New York 13354
 President, Trustee, Board of Education (Party of the First Part)

Valerie Marris Holland Patent, New York 13354
 Trustee or Clerk, Board of Education (Party of the First Part)

Box 70, New Hartford, New York 13413-0070
 President, Board of Cooperative Educational Services (Party of the Second Part)

Box 70, New Hartford, New York 13413-0070
 Clerk, Board of Cooperative Educational Services (Party of the Second Part)

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of New Hartford Central School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
1 classroom	770 sq. ft.	07/01/2023-06/30/2024	\$1,000

Distance Learning

The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:


1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY JUNE 15, 2024

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.


 _____ New Hartford, New York 13413
 President, Trustee, Board of Education (Party of the First Part)


 _____ New Hartford, New York 13413
 Trustee or Clerk, Board of Education (Party of the First Part)

_____ Box 70, New Hartford, New York 13413-0070
 President, Board of Cooperative Educational Services (Party of the Second Part)

_____ Box 70, New Hartford, New York 13413-0070
 Clerk, Board of Cooperative Educational Services (Party of the Second Part)

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of New York Mills Union Free School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
1 classroom	770 sq. ft.	07/01/2023-06/30/2024	\$1,000

Distance Learning

The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY JUNE 15, 2024

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

Box 70, New Hartford, New York 13413-0070

President, Board of Cooperative Educational Services (Party of the Second Part)

Kimberly Syore

Trustee or Clerk, Board of Education (Party of the First Part)

New York Mills, New York 13417

[Signature]

President, Board of Education

New York Mills, New York 13417

(Party of the First Part)

Box 70, New Hartford, New York 13413-0070

Clerk, Board of Cooperative Educational Services (Party of the Second Part)

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of Oriskany Central School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
1 classroom	770 sq. ft.	07/01/2023-06/30/2024	\$1,000

Distance Learning

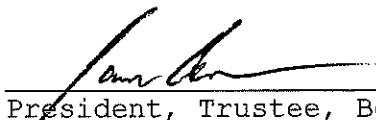
The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

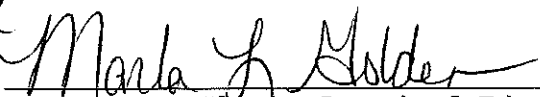
1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY JUNE 15, 2024

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.


 _____ Oriskany, New York 13424
 President, Trustee, Board of Education (Party of the First Part)


 _____ Oriskany, New York 13424
 Trustee or Clerk, Board of Education (Party of the First Part)

 Box 70, New Hartford, New York 13413-0070
 President, Board of Cooperative Educational Services (Party of the Second Part)

 Box 70, New Hartford, New York 13413-0070
 Clerk, Board of Cooperative Educational Services (Party of the Second Part)

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of Remsen Central School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
1 classroom	770 sq. ft.	07/01/2023-06/30/2024	\$1,000

Distance Learning

The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY JUNE 15, 2024

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

Mary Lou Adlon Remsen, New York 13438
 President, Trustee, Board of Education (Party of the First Part)

Oliver Woodhuck Remsen, New York 13438
 Trustee or Clerk, Board of Education (Party of the First Part)

Box 70, New Hartford, New York 13413-0070
 President, Board of Cooperative Educational Services (Party of the Second Part)

Box 70, New Hartford, New York 13413-0070
 Clerk, Board of Cooperative Educational Services (Party of the Second Part)

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of Sauquoit Valley Central School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
1 classroom	770 sq. ft.	07/01/2023-06/30/2024	\$1,000

Distance Learning

The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY JUNE 15, 2024

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

Dawn Miller Sauquoit, New York 13456
 President, Trustee, Board of Education (Party of the First Part)

Marie Goodman Sauquoit, New York 13456
 Trustee or Clerk, Board of Education (Party of the First Part)

Box 70, New Hartford, New York 13413-0070
 President, Board of Cooperative Educational Services (Party of the Second Part)

Box 70, New Hartford, New York 13413-0070
 Clerk, Board of Cooperative Educational Services (Party of the Second Part)

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of Utica City School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
1 classroom	770 sq. ft.	07/01/2023-06/30/2024	\$1,000

Distance Learning

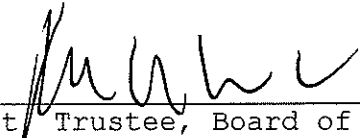
The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:


1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY JUNE 15, 2024

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.


 _____ Utica, New York 13501
 President/Trustee, Board of Education (Party of the First Part)


 _____ Utica, New York 13501
 Trustee or Clerk, Board of Education (Party of the First Part)

_____ Box 70, New Hartford, New York 13413-0070
 President, Board of Cooperative Educational Services (Party of the Second Part)

_____ Box 70, New Hartford, New York 13413-0070
 Clerk, Board of Cooperative Educational Services (Party of the Second Part)

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of Waterville Central School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
1 classroom	770 sq. ft.	07/01/2023-06/30/2024	\$1,000

Distance Learning


The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

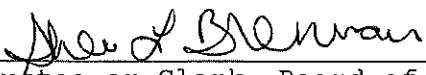
1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY JUNE 15, 2024

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.


 _____ Waterville, New York 13480
 President, Trustee, Board of Education (Party of the First Part)


 _____ Waterville, New York 13480
 Trustee or Clerk, Board of Education (Party of the First Part)

 Box 70, New Hartford, New York 13413-0070
 President, Board of Cooperative Educational Services (Party of the Second Part)

 Box 70, New Hartford, New York 13413-0070
 Clerk, Board of Cooperative Educational Services (Party of the Second Part)

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of Westmoreland Central School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
1 classroom	770 sq. ft.	07/01/2023-06/30/2024	\$1,000

Distance Learning

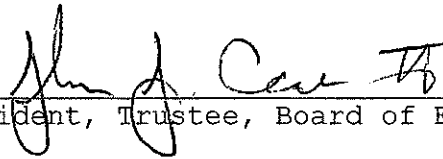
The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:


1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY JUNE 15, 2024

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.


 _____ Westmoreland, New York 13490
 President, Trustee, Board of Education (Party of the First Part)


 _____ Westmoreland, New York 13490
 Trustee or Clerk, Board of Education (Party of the First Part)

_____ Box 70, New Hartford, New York 13413-0070
 President, Board of Cooperative Educational Services (Party of the Second Part)

_____ Box 70, New Hartford, New York 13413-0070
 Clerk, Board of Cooperative Educational Services (Party of the Second Part)

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of Whitesboro Central School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
1 classroom	770 sq. ft.	07/01/2023-06/30/2024	\$1,000

Distance Learning

The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY JUNE 15, 2024

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

William Head Whitesboro, New York 13492
 President, Trustee, Board of Education (Party of the First Part)

Kimberly Bencal Whitesboro, New York 13492
 Trustee or Clerk, Board of Education (Party of the First Part)

Box 70, New Hartford, New York 13413-0070
 President, Board of Cooperative Educational Services (Party of the Second Part)

Box 70, New Hartford, New York 13413-0070
 Clerk, Board of Cooperative Educational Services (Party of the Second Part)

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of New Hartford Central School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
2 classrooms	770 sq. ft.	09/01/2023-06/30/2024	\$6,400 (\$3,200 each)

Students With Disabilities

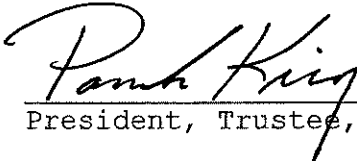
The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:


1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY JUNE 15, 2024

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.


 _____ New Hartford, New York 13413
 President, Trustee, Board of Education (Party of the First Part)


 _____ New Hartford, New York 13413
 Trustee or Clerk, Board of Education (Party of the First Part)

 Box 70, New Hartford, New York 13413-0070
 President, Board of Cooperative Educational Services (Party of the Second Part)

 Box 70, New Hartford, New York 13413-0070
 Clerk, Board of Cooperative Educational Services (Party of the Second Part)

Agreement 2023-2024

This agreement between the **Sole Supervisory District of Oneida, Herkimer and Madison Counties** and **New Hartford Central School District** is to provide for payment to said school district the amount of \$17,000 (eighty-five hundred dollars per classroom) for services purchased by BOCES for classes for *students with disabilities* from September 1, 2023 – June 30, 2024.

Such payment to be made on or before June 15, 2024 to cover ancillary services being provided by the school district for the pupils in such BOCES classes.

Number of classrooms leased	2
Ancillary services rate	\$ 8,500
Total amount of this agreement	\$ 17,000

Signed: _____ Date: _____
District Superintendent

Signed: _____ Date: _____
Superintendent

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of Sauquoit Valley Central School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
6 classrooms	770 sq. ft.	09/01/2023-06/30/2024	\$19,200 (\$3,200 each)

Students With Disabilities

The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY JUNE 15, 2024

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.


 _____ Sauquoit, New York 13456
 President, Trustee, Board of Education (Party of the First Part)


 _____ Sauquoit, New York 13456
 Trustee of Clerk, Board of Education (Party of the First Part)

_____ Box 70, New Hartford, New York 13413-0070
 President, Board of Cooperative Educational Services (Party of the Second Part)

_____ Box 70, New Hartford, New York 13413-0070
 Clerk, Board of Cooperative Educational Services (Party of the Second Part)

Agreement 2023-2024

This agreement between the **Sole Supervisory District of Oneida, Herkimer and Madison Counties** and **Sauquoit Valley Central School District** is to provide for payment to said school district in the amount of \$51,000 (eighty-five hundred dollars per classroom) for services purchased by BOCES for classes for *students with disabilities* from September 1, 2023-June 30, 2024.

Such payment to be made on or before June 15, 2024 to cover ancillary services being provided by the school district for the pupils in such BOCES classes.

Number of classrooms leased	6
Ancillary services rate	\$ 8,500
Total amount of this agreement	\$ 51,000

Signed: _____
District Superintendent

Date: _____

Signed: _____
Superintendent

Date: _____

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of Waterville Central School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
9 classrooms	770 sq. ft.	09/01/2023-06/30/2024	\$28,800 (\$3,200 per)

Students With Disabilities

The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY JUNE 15, 2024

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

Timothy Libera Waterville, New York 13480
 President, Trustee, Board of Education (Party of the First Part)

Amenda Gaver Waterville, New York 13480
 Trustee or Clerk, Board of Education (Party of the First Part)

Box 70, New Hartford, New York 13413-0070
 President, Board of Cooperative Educational Services (Party of the Second Part)

Box 70, New Hartford, New York 13413-0070
 Clerk, Board of Cooperative Educational Services (Party of the Second Part)

Agreement 2023-2024

This agreement between the **Sole Supervisory District of Oneida, Herkimer and Madison Counties** and **Waterville Central School District** is to provide for payment to said school district in the amount of \$76,500 (eighty-five hundred dollars per classroom) for services purchased by BOCES for classes for *students with disabilities* from September 1, 2023- June 30, 2024.

Such payment to be made on or before June 15, 2024 to cover ancillary services being provided by the school district for the pupils in such BOCES classes.

Number of classrooms leased	9
Ancillary services rate	\$ 8,500
Total amount of this agreement	\$ 76,500

Signed: _____
District Superintendent

Date: _____

Signed: _____
Superintendent

Date: _____

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of Remsen Central School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
1 classroom	770 sq. ft.	July 5 -August 17, 2023	\$435 (\$435 each)

Summer School

The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY SEPTEMBER 1, 2023

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

Mary Sue Allen Remsen, New York 13438
 President, Trustee, Board of Education (Party of the First Part)

Oliver Woolheate Remsen, New York 13438
 Trustee or Clerk, Board of Education (Party of the First Part)

Box 70, New Hartford, New York 13413-0070
 President, Board of Cooperative Educational Services (Party of the Second Part)

Box 70, New Hartford, New York 13413-0070
 Clerk, Board of Cooperative Educational Services (Party of the Second Part)

Agreement 2023-2024

This agreement between the **Sole Supervisory District of Oneida, Herkimer and Madison Counties** and **Remsen Central School District** is to provide for payment to said school district the amount of \$300 (three hundred dollars per classroom) for services purchased by BOCES for classes for *secondary summer school* from July 5, 2023 – August 17, 2023.

Such payment to be made on or before September 1, 2023 to cover ancillary services being provided by the school district for the pupils in such BOCES classes.

Number of classrooms leased	1
Ancillary services rate	\$ 300
Total amount of this agreement	\$ 300

Signed: _____
District Superintendent

Date: _____

Signed: _____
Superintendent

Date: _____

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of New Hartford Central School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
22 classrooms	770 sq. ft.	July 5 - August 17, 2023	\$9,570 (\$435 each)

SUMMER SCHOOL

The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY SEPTEMBER 1, 2023

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

Paul King New Hartford, New York 13413
 President, Trustee, Board of Education (Party of the First Part)

Kim Schwetz New Hartford, New York 13413
 Trustee or Clerk, Board of Education (Party of the First Part)

Box 70, New Hartford, New York 13413-0070
 President, Board of Cooperative Educational Services (Party of the Second Part)

Box 70, New Hartford, New York 13413-0070
 Clerk, Board of Cooperative Educational Services (Party of the Second Part)

Agreement 2023-2024

This agreement between the **Sole Supervisory District of Oneida, Herkimer and Madison Counties** and **New Hartford Central School District** is to provide for payment to said school district in the amount of \$6,600 (three hundred dollars per classroom) for services purchased by BOCES for classes for *secondary summer school* from July 5, 2023 through August 17, 2023.

Such payment to be made on or before September 1, 2023 to cover ancillary services being provided by the school district for the pupils in such BOCES classes.

Number of classrooms leased	22
Ancillary services rate	\$ 300
Total amount of this agreement	\$ 6,600

Signed: _____
District Superintendent

Date: _____

Signed: _____
Superintendent

Date: _____

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of Holland Patent Central School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
1 classroom	770 sq. ft.	July 5- August 17, 2023	\$ 435 (\$435 each)
<i>Summer School - Driver Education</i>			

The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY SEPTEMBER 1, 2023

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

Harry Smith Holland Patent, New York 13354
 President, Trustee, Board of Education (Party of the First Part)

Alvin Mavis Holland Patent, New York 13354
 Trustee or Clerk, Board of Education (Party of the First Part)

Box 70, New Hartford, New York 13413-0070
 President, Board of Cooperative Educational Services (Party of the Second Part)

Box 70, New Hartford, New York 13413-0070
 Clerk, Board of Cooperative Educational Services (Party of the Second Part)

Agreement 2023-2024

This agreement between the **Sole Supervisory District of Oneida, Herkimer and Madison Counties** and **Holland Patent Central School District** is to provide for payment to said school district the amount of \$300 (three hundred dollars per classroom) for services purchased by BOCES for classes for *driver education* from July 5, 2023 – August 17, 2023.

Such payment to be made on or before September 1, 2023 to cover ancillary services being provided by the school district for the pupils in such BOCES classes.

Number of classrooms leased	1
Ancillary services rate	\$ 300
Total amount of this agreement	\$ 300

Signed: _____
District Superintendent

Date: _____

Signed: _____
Superintendent

Date: _____

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of Oriskany Central School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
1 classroom	770 sq. ft.	July 5- August 17, 2023	\$ 435 (\$435 each)

Summer School - Driver Education


The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

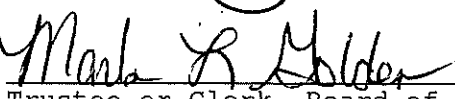
FULL AMOUNT TO BE PAID BY SEPTEMBER 1, 2023

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.



Oriskany, New York 13424

President, Trustee, Board of Education (Party of the First Part)



Oriskany, New York 13424

Trustee or Clerk, Board of Education (Party of the First Part)

Box 70, New Hartford, New York 13413-0070

President, Board of Cooperative Educational Services (Party of the Second Part)

Box 70, New Hartford, New York 13413-0070

Clerk, Board of Cooperative Educational Services (Party of the Second Part)

Agreement 2023-2024

This agreement between the **Sole Supervisory District of Oneida, Herkimer and Madison Counties** and **Oriskany Central School District** is to provide for payment to said school district the amount of \$300 (three hundred dollars per classroom) for services purchased by BOCES for classes for *driver education* from July 5, 2023 – August 17, 2023.

Such payment to be made on or before September 1, 2023 to cover ancillary services being provided by the school district for the pupils in such BOCES classes.

Number of classrooms leased	1
Ancillary services rate	\$ 300
Total amount of this agreement	\$ 300

Signed: _____
District Superintendent

Date: _____

Signed: _____
Superintendent

Date: _____

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of New York Mills Union Free School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
26 classrooms	770 sq. ft.	July 10, 2023-August 3, 2023	\$5,668 (\$218 each)

ELEMENTARY SUMMER SCHOOL

The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

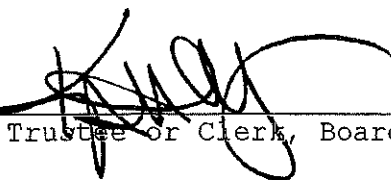
1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY SEPTEMBER 1, 2023

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

Steven King New York Mills, New York 13417
 President, Trustee, Board of Education (Party of the First Part)

 New York Mills, New York 13417
 Trustee or Clerk, Board of Education (Party of the First Part)

Box 70, New Hartford, New York 13413-0070
 President, Board of Cooperative Educational Services (Party of the Second Part)

Box 70, New Hartford, New York 13413-0070
 Clerk, Board of Cooperative Educational Services (Party of the Second Part)

Agreement 2023-2024

This agreement between the **Sole Supervisory District of Oneida, Herkimer and Madison Counties** and **New York Mills Union Free School District** is to provide for payment to said school district the amount of \$3,900 (one hundred fifty dollars per classroom) for services purchased by BOCES for classes for *elementary summer school* from July 10, 2023 – August 3, 2023.

Such payment to be made on or before September 1, 2023 to cover ancillary services being provided by the school district for the pupils in such BOCES classes.

Number of classrooms leased	26
Ancillary services rate	\$ 150
Total amount of this agreement	\$ 3,900

Signed: _____ Date: _____
District Superintendent

Signed: _____ Date: _____
Superintendent

CONTRACT FOR RENTAL OF FACILITIES

THIS AGREEMENT made in triplicate this 1st day of July, 2023 by and between Board of Education of Waterville Central School District, County of Oneida, party of the first part, and the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the 2023-2024 school year at the indicated cost:

<u>Facility</u>	<u>Size</u>	<u>Period of Time</u>	<u>Rental</u>
1 classroom	770 sq. ft.	July 5- August 17, 2023	\$435 (\$435 each)

Summer School - Driver Education

The above rate charged BOCES for rental of facilities does not exceed the current year's cost, pro-rated to the facilities being used, for these budgeted expenditures:

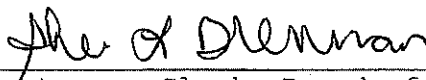
1. Operation and Maintenance of Plant
2. Debt Service, Less State Aid

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

FULL AMOUNT TO BE PAID BY SEPTEMBER 1, 2023

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.


 _____ Waterville, New York 13480
 President, Trustee, Board of Education (Party of the First Part)


 _____ Waterville, New York 13480
 Trustee or Clerk, Board of Education (Party of the First Part)

 Box 70, New Hartford, New York 13413-0070
 President, Board of Cooperative Educational Services (Party of the Second Part)

 Box 70, New Hartford, New York 13413-0070
 Clerk, Board of Cooperative Educational Services (Party of the Second Part)

Agreement 2023-2024

This agreement between the **Sole Supervisory District of Oneida, Herkimer and Madison Counties** and **Waterville Central School District** is to provide for payment to said school district the amount of \$300 (three hundred dollars per classroom) for services purchased by BOCES for classes for *driver education* from July 5, 2023 – August 17, 2023.

Such payment to be made on or before September 1, 2023 to cover ancillary services being provided by the school district for the pupils in such BOCES classes.

Number of classrooms leased	1
Ancillary services rate	\$ 300
Total amount of this agreement	\$ 300

Signed: _____ Date: _____
District Superintendent

Signed: _____ Date: _____
Superintendent



Oneida-Herkimer-Madison BOCES


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

Scott Morris
*Assistant Superintendent
For Support Services*
Phone: 315.793.8572
Fax: 315.793.8652
smorris@oneida-boces.org

VII D. 5.
**Approval of FY2023-2024 State-Wide
Instructional Technology Agreements Add on #1
December 13, 2023**


MEMORANDUM

TO: Cooperative Board

FROM: Patricia N. Kilburn, Ed.D. 
District Superintendent and Chief Executive Officer

DATE: November 15, 2023

SUBJECT: Approval of FY2023-2024 State-Wide Instructional Technology Agreements Add on #1

PREPARED BY: Scott Morris 

Background

Oneida-Herkimer-Madison BOCES would like to participate with other BOCES districts in New York State in the joint agreement for the purchasing of State-Wide Instructional Technology Agreements which includes NYSITCC.

Discussion

Each year your local Board of Education must pass a resolution to participate in the statewide contracts, managed by Erie 1 BOCES (on behalf of the consortium members). This consortium will also work to secure Ed Law 2D compliance where applicable, and will address challenges as they emerge. The following contracts are currently negotiated by Erie 1 BOCES.

STEAM

Amplify - mClass Dibels, Boost Reading & Boost Lectura
CMC Neptune – Navigate
imagiLabs - imagi Edu, imagiCharm
Imagine Learning - Robotify
Kognity, US, Inc. - Kognity High School Science Platform
Local Impact - Local Civics
Robo Wunderkind
Tequipment - Copernicus, Elenco (Snap Circuits), Fork Farms, Full Spectrum Laser, iBlocks, iRobot, Lu Interactive, KUBO, Maplewoodshop, Spectrum Carts, Strawbees

Recommendation

It is recommended that the Oneida-Herkimer-Madison BOCES Cooperative Board approve the 2023-2024 NYSITCC agreement managed by Erie 1 BOCES and sign the State Wide Licensing Agreement.

Resolution

That the Oneida-Herkimer-Madison BOCES Cooperative Board approve the 2023-2024 NYSITCC agreement managed by Erie 1 BOCES and sign the State Wide Licensing Agreement.

Resolution Attached

RESOLUTION OF BOARD OF EDUCATION

WHEREAS, It is the plan of a number of BOCES districts in New York, to consent to jointly enter into an agreement for the 2023 – 2024 fiscal year, for Amplify, CMC Neptune, imagiLabs, Imagine Learning, Kognity US, Inc., Local Impact, Robo Wunderkind, Tequipment, and,

WHEREAS, The *Oneida-Herkimer-Madison BOCES* is desirous of participating with other BOCES Districts in New York State in joint agreements for the software/learning packages and licensing mentioned above as authorized by General Municipal Law, Section 119-0, and,

BE IT RESOLVED, That the *Oneida-Herkimer-Madison BOCES* Cooperative Board authorizes Erie 1 BOCES to represent it in all matters leading up to and entering into a contract for the purchase of and licensing of the above mentioned software/learning packages, and record training sessions in Zoom and post those recorded sessions to the consortium, and,

BE IT FURTHER RESOLVED, That the *Oneida-Herkimer-Madison BOCES* Cooperative Board agrees to assume its equitable share of the costs associated with Erie 1 BOCES negotiating the Agreements, and,

BE IT FURTHER RESOLVED, That the *Oneida-Herkimer-Madison BOCES* Cooperative Board agrees

- (1) to abide by majority decisions of the participating BOCES on quality standards;
- (2) Erie 1 BOCES will negotiate contracts according to the majority recommendations;
- (3) that after contract agreement, it will conduct all purchasing arrangements directly with the vendor.

CERTIFICATION

It is hereby certified that the above motion was approved by the *Oneida-Herkimer-Madison BOCES* Cooperative Board at its meeting, duly noticed, held on December 13, 2023.

Dated _____, 2023

Board Clerk



Oneida-Herkimer-Madison BOCES


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

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*Assistant Superintendent
for Support Services*
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VII D. 6.
**Approval of Participating in NYSMEC and
Cooperative Energy Bid
December 13, 2023**


MEMORANDUM

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 
District Superintendent and Chief Executive Officer

Date: November 16, 2023

Subject: Approval of Participating in New York School and Municipal
Energy Consortium (NYSMEC) and Cooperative Energy Bid

Prepared by: Scott Morris 

Background

At the January 13, 2021 Board meeting, the Cooperative Board approved the last extension of the agreement with the Onondaga-Cortland-Madison BOCES for the purchase of natural gas and electricity. NYSMEC's contracts for Gas and Electricity expire April 30, 2024.

Discussion

In an effort to obtain the best possible prices without sacrificing security and predictability of pricing, OCM BOCES is implementing some changes in the process of confirming continued participation in the program. They are asking the Cooperative Board to authorize NYSMEC to conduct the cooperative public bid process and to award binding purchase contracts as long as the price does not exceed the amount stated in the attached resolutions. Their consultants and NYSMEC believe they will get better pricing from ESCo's (Energy Service Company's) if they have firm commitments from their participants prior to completion of the bid process.

Recommendation

It is recommended that the Board authorize resolutions to continue participation in the cooperative purchasing of energy services from the Onondaga-Cortland-Madison BOCES.

Resolution

That the Board authorize resolutions to continue participation in the cooperative purchasing of energy services from the Onondaga-Cortland-Madison BOCES.

Resolutions attached

**RESOLUTION AUTHORIZING PARTICIPATION IN
COOPERATIVE ENERGY PURCHASING SERVICE
(NYSMEC) FOR NATURAL GAS**

WHEREAS, Article 5-G of the New York State General Municipal Law authorizes municipal corporations to enter into cooperative agreements for the performance or exercise of services, functions, powers or activities on a cooperative or contract basis among themselves or one for the other, and

WHEREAS, Section 119-n of the General Municipal Law defines the term "municipal corporation" for the purposes of Article 5-G as a county outside the city of New York, a city, a town, a village, a board of cooperative educational services, a fire district or a school district; and

WHEREAS, *Oneida-Herkimer-Madison BOCES* (hereinafter sometimes referred to as "Participant") is a "municipal corporation" as defined above; and

WHEREAS, this Board wishes for this municipal corporation to become or remain a Participant pursuant to the Municipal Cooperation Agreement For Energy Purchasing Services dated the 1st day of May, 2005 (the "Agreement"), among municipal corporations collectively identified as the New York School and Municipal Energy Consortium ("NYSMEC") upon the terms of the Agreement and further wishes to authorize participation as an energy consumer as specified below.

NOW THEREFORE, BE IT RESOLVED, that this Board hereby determines that it is in the interests of the *Oneida-Herkimer-Madison BOCES* to participate in the NYSMEC, and authorizes and directs *Patricia N. Kilburn, Ed. D., District Superintendent* to sign the Agreement/and or the Billing Schedule and Agreement for natural gas on its behalf; and

BE IT FURTHER RESOLVED, that this Board authorizes the Administrative Participant (as defined in the Agreement) to prepare, advertise, disseminate and open bids pursuant to the General Municipal Law and to award, execute and deliver binding contracts on behalf of this Board for the purchase of natural gas delivered to the city gate of the local utility distribution company for the Participant's facility or facilities, on a firm basis, for this Participant to the lowest responsible bidder as is determined by the Administrative Participant at a price for such commodity natural gas not to exceed \$.656 cents per therm for a term of at least one year and no more than three years commencing May 1, 2024, and other terms and conditions, all as may be determined by the Administrative Participant, or to reject any or all such bids; and

BE IT FURTHER RESOLVED, that this Participant agrees to advertise said bid as may be directed by the Administrative Participant; and

BE IT FURTHER RESOLVED, that the officers and employees of this Participant are authorized to execute such other confirming agreements, certificates and other documents and take such other actions as may be necessary or appropriate to carry out the intent of this resolution.

This Resolution shall take effect immediately.

I certify that the foregoing resolution was duly adopted by the governing body of the municipal corporation named therein at a duly convened meeting thereof, held upon due notice and in accordance with all applicable laws, charters, by-laws and ordinances, including but not limited to the Open Meetings Law, as follows:

Date of Meeting: _____

Vote: Yes _____ No _____ Abstaining/Absent _____

Clerk of governing body
of municipal Participant

Date

SEAL

NATURAL GAS COOPERATIVE ENERGY PURCHASING SERVICE

BILLING SCHEDULE AND AGREEMENT (JOINDER)

Participation Period

The term of the energy purchasing contracts entered into with one or more energy suppliers pursuant to the Municipal Cooperation Agreement For Energy Purchasing Services dated the 1st day of May, 2005 (the "Agreement"), among municipal corporations collectively identified as the New York School and Municipal Energy Consortium ("NYSMEC") have been determined by NYSMEC and/or the Administrative Participant based on the responses to the public bidding process and its good faith determination of the best interests of the Participants as a whole. The term of the agreement shall be between one and three years.

Billing Period - Natural Gas Consumption

Each Participant's natural gas bills are estimated, based upon a three-year consumption average, factoring in other variables such as, but not limited to, previous weather patterns, energy improvements at sites and construction. The Participant will be billed in six (6) installments invoiced on or about the following dates:

Installment 1	June 1	Installment 4	December 1
Installment 2	August 1	Installment 5	February 1
Installment 3	October 1	Installment 6	April 1

Billing Period - Energy Services Coordination

For school districts, the billing period for the participation/coordination of energy services is ten (10) relatively equal monthly installments from September through June.

For all other municipalities, the billing period for the participation/coordination of energy services is one (1) initial lump sum payment due on or about January 1 or within thirty (30) days of the invoice date, whichever is later.

Reconciliation

Reconciliation is the balancing between the amount paid based on estimates and the amount due based on actual costs and consumption. The Administrative Participant performs an annual reconciliation, balancing the amount paid for the six (6) installments and the amount of actual natural gas consumed based upon the Participant's actual bills.

The reconciliation balance also reflects any unpaid prior balances and losses to the NYSMEC due to unpaid or uncollectable accounts payable, termination costs and/or other costs or liabilities under the energy purchasing contracts and/or the Agreement. Except as provided otherwise in the Agreement or this Billing Schedule and Agreement all gains or losses to the NYSMEC are prorated to the Participants in proportion to the relative costs of each Participant's purchases of natural gas in the year during which such services are rendered, or in accordance with any other reasonable formula.

The reconciliation for the previous year occurs in September of the next year. If the Participant has overpaid, then the Participant will receive a refund of the credit balance. If the Participant has underpaid, then the Participant will be invoiced for the balance due.

Payments for Natural Gas Consumption and Installment Billing

The Participant agrees to pay all installment and other invoices within thirty (30) days of the invoice date. The Participant's bill is prepared and mailed through the NYSMEC. Payments must be made payable to the "New York School and Municipal Energy Consortium" or "NYSMEC". A 0.75% per month late charge will be assessed on the outstanding balance of any unpaid invoices exceeding thirty (30) days from the original invoice date. Late payments may affect the Participant's share of NYSMEC's year-end surplus, if any. The Administrative Participant may calculate and impose any necessary assessment on the Participants for additional payments if actual costs (e.g., due to energy consumed, administrative expenses and/or other liabilities or expenses) exceed amounts held on behalf of the Participants and will refund amounts in excess of amounts required.

Termination

If a Participant voluntarily terminates its participation in a multi-year energy purchasing contract in accordance with such contract's terms, it will be liable for and will pay to the NYSMEC or directly to the energy supplier as may be directed by the NYSMEC any termination charges or other expense determined in accordance with the energy purchasing contract.

The Agreement and NYSMEC's services to an individual Participant may be terminated with respect to such Participant at the discretion of the Administrative Participant, after consultation with the Advisory Council, for non-payment exceeding sixty (60) days from the original invoice date. If a Participant is in jeopardy of being terminated, it will be given written notice and ten (10) days to pay in full. Upon termination, the Participant will be given written notice. In such event, all outstanding balances owed by the Participant to the NYSMEC remain due and payable and the terminated Participant shall be directly liable to the energy supplier for all payment due for energy provided to it pursuant to the energy purchasing contract. In the event of termination, the Administrative Participant may in its discretion refuse future requests for participation from the Participant.

By signing below, the Participant agrees to all of the terms and conditions of the Agreement and of this Natural Gas Billing Schedule and Agreement for the service period terminating as described above. Furthermore, it authorizes the Administrative Participant to act on its behalf execute and deliver contracts for the purchase and delivery of natural gas as is more fully set forth in the Resolution adopted by its governing body, a certified copy of which is attached.

Signature of Authorized Representative

Date

Representative's Name: Patricia N. Kilburn, Ed. D., District Superintendent

Oneida-Herkimer-Madison BOCES
Name of the School District or Municipality

Address of School District or Municipality
4747 Middle Settlement Rd.
New Hartford, NY 13413

**RESOLUTION AUTHORIZING PARTICIPATION IN
COOPERATIVE ENERGY PURCHASING SERVICE
(NYSMEC) FOR ELECTRICITY**

WHEREAS, Article 5-G of the New York State General Municipal Law authorizes municipal corporations to enter into cooperative agreements for the performance or exercise of services, functions, powers or activities on a cooperative or contract basis among themselves or one for the other, and

WHEREAS, Section 119-n of the General Municipal Law defines the term "municipal corporation" for the purposes of Article 5-G as a county outside the city of New York, a city, a town, a village, a board of cooperative educational services, a fire district or a school district; and

WHEREAS, *Oneida-Herkimer-Madison BOCES* (hereinafter sometimes referred to as "Participant") is a "municipal corporation" as defined above; and

WHEREAS, this Board wishes for this municipal corporation to become or remain a Participant pursuant to the Municipal Cooperation Agreement For Energy Purchasing Services dated the 1st day of May 2005 (the "Agreement"), among municipal corporations collectively identified as the New York School and Municipal Energy Consortium ("NYSMEC") upon the terms of the Agreement and further wishes to authorize participation as an energy consumer as specified below.

NOW THEREFORE, BE IT RESOLVED, that this Board hereby determines that it is in the interests of the *Oneida-Herkimer-Madison BOCES* to participate in the NYSMEC, and authorizes and directs *Patricia N. Kilburn, Ed. D., District Superintendent* to sign the Agreement/and or the Billing Schedule and Agreement for electricity on its behalf; and

BE IT FURTHER RESOLVED, that this Board authorizes the Administrative Participant (as defined in the Agreement) to prepare, advertise, disseminate and open bids pursuant to the General Municipal Law and to award, execute and deliver binding contracts on behalf of this Board for the purchase of electricity delivered to the delivery point of the local utility distribution company for the Participant's facility or facilities, on a firm basis, for this Participant to the lowest responsible bidder as is determined by the Administrative Participant at a price for such commodity electricity not to exceed \$.0845 cents per kWh for a term of at least one year and no more than three years commencing May 1, 2024, and other terms and conditions, all as may be determined by the Administrative Participant, or to reject any or all such bids; and

BE IT FURTHER RESOLVED, that this Participant agrees to advertise said bid as may be directed by the Administrative Participant; and

BE IT FURTHER RESOLVED, that the officers and employees of this Participant are authorized to execute such other confirming agreements, certificates and other documents and take such other actions as may be necessary or appropriate to carry out the intent of this resolution.

This Resolution shall take effect immediately.

I certify that the foregoing resolution was duly adopted by the governing body of the municipal corporation named therein at a duly convened meeting thereof, held upon due notice and in accordance with all applicable laws, charters, by-laws and ordinances, including but not limited to the Open Meetings Law, as follows:

Date of Meeting: _____

Vote: Yes _____ No _____ Abstaining/Absent _____

Clerk of governing body
of municipal Participant

Date

SEAL

ELECTRICITY COOPERATIVE ENERGY PURCHASING SERVICE

BILLING SCHEDULE AND AGREEMENT (JOINDER)

Participation Period

The terms of the energy purchasing contracts entered into with one or more energy suppliers pursuant to the Municipal Cooperation Agreement For Energy Purchasing Services dated the 1st day of May, 2005 (the "Agreement"), among municipal corporations collectively identified as the New York School and Municipal Energy Consortium ("NYSMEC") have been determined by NYSMEC and/or the Administrative Participant based on the responses to the public bidding process and its good faith determination of the best interests of the Participants as a whole. The term of the agreement shall be between one and three years.

Billing Period – Electricity Consumption

Each Participant's electric bills are estimated, based upon a three-year consumption average, factoring in other variables such as, but not limited to, previous weather patterns, energy improvements at sites and construction. The Participant will be billed in six (6) installments invoiced on or about the following dates:

Installment 1	June 1	Installment 4	December 1
Installment 2	August 1	Installment 5	February 1
Installment 3	October 1	Installment 6	April 1

Billing Period - Energy Services Coordination

For school districts, the billing period for the participation/coordination of energy services is ten (10) relatively equal monthly installments from September through June.

For all other municipalities, the billing period for the participation/coordination of energy services is one (1) initial lump sum payment due on or about January 1 or within thirty (30) days of the invoice date, whichever is later.

Reconciliation

Reconciliation is the balancing between the amount paid based on estimates and the amount due based on actual costs and consumption. The Administrative Participant performs an annual reconciliation, balancing the amount paid for the six (6) installments and the amount of actual electricity consumed based upon the Participant's actual bills.

The reconciliation balance also reflects any unpaid prior balances and losses to the NYSMEC due to unpaid or uncollectable accounts payable, termination costs and/or other costs or liabilities under the energy purchasing contracts and/or the Agreement. Except as provided otherwise in the Agreement or this Billing Schedule and Agreement all gains or losses to the NYSMEC are prorated to the Participants in proportion to the relative costs of each Participant's purchases of electricity in the year during which such services are rendered, or in accordance with any other reasonable formula.

The reconciliation for the previous year occurs in September of the next year. If the Participant has overpaid, then the Participant will receive a refund of the credit balance. If the Participant has underpaid, then the Participant will be invoiced for the balance due.

Payments for Electricity Consumption and Installment Billing

The Participant agrees to pay all installment and other invoices within thirty (30) days of the invoice date. The Participant's bill is prepared and mailed through the NYSMEC. Payments must be made payable to the "New York School and Municipal Energy Consortium" or "NYSMEC". A 0.75% per month late charge will be assessed on the outstanding balance of any unpaid invoices exceeding thirty (30) days from the original invoice date. Late payments

may affect the Participant's share of NYSMEC's year-end surplus, if any. The Administrative Participant may calculate and impose any necessary assessment on the Participants for additional payments if actual costs (e.g., due to energy consumed, administrative expenses and/or other liabilities or expenses) exceed amounts held on behalf of the Participants and will refund amounts in excess of amounts required.

Termination

If a Participant voluntarily terminates its participation in a multi-year energy purchasing contract in accordance with such contract's terms, it will be liable for and will pay to the NYSMEC or directly to the energy supplier as may be directed by the NYSMEC any termination charges or other expense determined in accordance with the energy purchasing contract.

The Agreement and NYSMEC's services to an individual Participant may be terminated with respect to such Participant at the discretion of the Administrative Participant, after consultation with the Advisory Council, for non-payment exceeding sixty (60) days from the original invoice date. If a Participant is in jeopardy of being terminated, it will be given written notice and ten (10) days to pay in full. Upon termination, the Participant will be given written notice. In such event, all outstanding balances owed by the Participant to the NYSMEC remain due and payable and the terminated Participant shall be directly liable to the energy supplier for all payment due for energy provided to it pursuant to the energy purchasing contract. In the event of termination, the Administrative Participant may in its discretion refuse future requests for participation from the Participant.

By signing below, the Participant agrees to all of the terms and conditions of the Agreement and of this Electricity Billing Schedule and Agreement for the service period terminating as described above. Furthermore, it authorizes the Administrative Participant to act on its behalf to execute and deliver contracts for the purchase and delivery of electricity as is more fully set forth in the Resolution adopted by its governing body, a certified copy of which is attached.

Signature of Authorized Representative

Date

Representative's Name: Patricia N. Kilburn, Ed.D., District Superintendent

Oneida-Herkimer-Madison BOCES
Name of the School District or Municipality

Address of School District or Municipality

4747 Middle Settlement Rd.

New Hartford, NY 13413
