



## Oneida-Herkimer-Madison BOCES

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

### **AGENDA**

Cooperative Board Reorganizational/Regular Meeting  
**July 12, 2023 4:30 p.m.**

The Howard D. Mettelman Learning Center  
Middle Settlement Road, New Hartford, New York

#### **Draft Timeline**

**4:15** Public Hearing for Code of Conduct

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

II. Pledge of Allegiance

**4:35** III. Recognition (none)

IV. Recognition of Visitors

- Nominating Committee Report Out

#### **Reorganizational Agenda Items: 1-71**

1. Election of the President of the Cooperative Board
2. Oath of Office – President
3. Election of the Vice-President of the Cooperative Board
4. Oath of Office – Vice President

(Resolutions – page 20)

**Motion for approval of items 5-52**

5. Appointment of the Treasurer of the Cooperative Board
6. Appointment of the Deputy Treasurer of the Cooperative Board
7. Appointment of the Clerk of the Cooperative Board
8. Appointment of the Attorney of the Cooperative Board
9. Appointment of the Attorney of the Cooperative Board
10. Appointment of the Attorney of the Cooperative Board
11. Appointment of the Director of School Health Services for the Oneida-Herkimer-Madison BOCES
12. Appointment of the Purchasing Agent of the Oneida-Herkimer-Madison Board of Cooperative Educational Services
13. Appointment of the Internal Claims Auditor of the Cooperative Board
14. Appointment of the Deputy Internal Claims Auditor of the Cooperative Board
15. Appointment of Civil Rights Compliance Officer
16. Appointment of Records Management/Access Officer
17. Appointment of Records Retention and Disposition Officer
18. Appointment of Designated Educational Official
19. Appointment of District Integrity Officer
20. Appointment of Data Protection Officer
21. Appointment of Certified Lead Evaluators for Teachers
22. Appointment of Certified Lead Evaluators for Principals
23. Appointment of Dignity Act Coordinator(s)
24. Appointment of District Auditor

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25. Appointment of Central Treasurer, Extra-curricular Activity Account
26. Appointment of Food Clerks
27. Appointment of Board Clerk Pro Tempore
28. Appointment of Medicaid Compliance Officer
29. OHM BOCES (LEA) Asbestos Designee
30. Designation of Official Bank Depositories
31. Designation of Official Newspaper
32. Designation of Regular Monthly Meeting Dates
33. Authorization of Appointment of Staff on an Interim Basis
34. Authorization for Certification of Payrolls
35. Authorization for Disposal of Excess Equipment
36. Authorization for Usage of Credit Card Account
37. Authorization for Usage of Gasoline Credit Cards
38. Authorization for Usage of Issued Cell Phones
39. Authorization of Purchasing Agent
40. Authorization of Petty Cash Funds
41. Authorization for Staff Travel and Conferences
42. Designation of Authorized Signature on Checks
43. Authorization for Approval of Budget Transfers
44. Authorization to Invest Funds
45. Authorization to Transfer Funds Between Interest and Checking Accounts
46. Authorization to Loan Funds

47. Authorization for Revenue Anticipation Notes
48. Authorization for Component School Districts to Designate BOCES Career and Technical Education Advisory Council for Service to their Districts
49. Authorization for Cooperative Bidding
50. Authorization for BOCES Educational Consortium
51. Authorization for Casualty and Liability Insurance
52. Re-adoption of Board Policies and Bylaws

**Motion for the approval of item 53**

53. Statement of Conflict of Interest

**Motion for the approval of items 54-57**

54. Membership in Chamber of Commerce
55. Membership in New York State School Boards Association (NYSSBA)
56. Membership in National School Boards Association (NSBA)
57. Membership in Rural Schools Association of New York State (RSA)

**Motion for the approval of item 58**

58. Selection of Delegates to BOCES Consortium of Continuing Education

**Motion for the approval of item 59**

59. Selection of Representative(s) and Alternate(s) on Career and Technical Education Advisory Council

**Motion for the approval of item 60**

60. Selection of Representative(s) and Alternate(s) on the Oneida Madison Herkimer Counties School Boards Institute (OMH-SBI) Committee

**Motion for the approval of item 61**

61. Selection of Voting Delegate and an Alternate to the New York State School Boards Association (NYSSBA) Convention

**Motion for the approval of item 62**

62. Selection of Representative(s) and Alternate(s) on the School and Business Alliance Development Advisory Committee

**Motion for the approval of item 63**

63. Selection of Representative(s) and Alternate(s) on the Alternative Education Advisory Committee

**Motion for the approval of item 64**

64. Selection of Representative(s) and Alternate(s) on the Audit Committee

**Motion for the approval of item 65**

65. Selection of Representative(s) and Alternate(s) on the Wellness Committee

**Motion for the approval of item 66**

66. Selection of Representative(s) and Alternate(s) on the Capital Project Committee

**Motion for the approval of item 67**

67. Selection of Representative(s) and Alternate(s) on the Negotiations Committee

**Motion for the approval of item 68**

68. Selection of Representative(s) and Alternate(s) on the Board Handbook Committee

**Motion for the approval of item 69**

69. Selection of Representative(s) and Alternate(s) on the Board Policy Committee

**Motion for the approval of item 70**

70. Selection of Representative(s) and Alternate(s) on the District-Wide Safety Committee

**Motion for the approval of item 71**

71. Selection of District Superintendent Evaluation Committee

**Regular Meeting Agenda Items V-XI**

**5:15** V. Communications

A. From the Floor

B. Correspondence

- General questions from Board members?
- Commentary from Board members?
- NYSSBA's 2022 Annual Convention & Education Expo  
October 26-28, 2023, Buffalo, NY  
Registration opens August 8, 2023

**5:30** VI. District Superintendent Reports

- Update
- Financial Update
- School Lunch Update

**6:00** VII. A. Approval of the Minutes of the Regular Meeting of June 14, 2023  
(page 39)

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

B. Financial Report (page 69)

1. Acceptance of Report of the Treasurer, May

2. Approval of 2022-2023 Budget Adjustment Report, May
3. Approval of 2023-2024 Contracts (Buyer with Other BOCES)
4. Approval of 2023-2024 Contracts (Seller with Other BOCES)
5. Approval of 2023-2024 Contracts (Seller with Schools)

C. Personnel Report (page 133)

- a. Retirements
  1. Non-Instructional/Classified Staff
- b. Resignations
  1. Teaching/Certified Staff
  2. Non-Instructional/Classified Staff
- c. Unpaid Leave(s) of Absence
  1. Non-Instructional/Classified Staff
- d. Appointments
  1. Teaching/Certified Staff
    - a. Recommendation for Probationary Appointment(s)
    - b. Recommendation for Temporary Appointment(s)
  2. Non-Instructional/Classified Staff
    - a. Recommendation to create five Assistant Cook positions and ten Food Service Helper positions
    - a. Recommendation for Provisional Appointment(s)
    - b. Recommendation for Probationary Appointment(s)
    - c. Recommendation for Probationary Appointment from Civil Service Listing
    - d. Recommendation for Part-Time Appointment(s)
    - e. Recommendation for Temporary Appointment(s)
    - f. Recommendation for Non-Instructional Temporary Appointments
    - g. Recommendation for Additional Assignment(s)
- e. Summer School
  1. Teaching/Certified Staff
    - a. Recommendation for Career and Technical Education

- b. Recommendation for Special Education Summer School Appointments – Teaching/Certified
- c. Recommendation for Academic Regional Summer School Appointments – Teaching/Certified
- d. Recommendation for Summer School Appointments – Administration

2. Non-Instructional

- a. Recommendation for Special Education Summer School Appointments – Non-Instructional

D. Action Items (page 159)

- 1. Acceptance of the Board Clerk’s Report of June 23, 2023
- 2. Approval of Updated Approval of Future Price Increase for Full-Paid Lunch
- 3. Approval of Award of the Source Identifiable Fruit, Vegetable and Protein Foods Bid 2023-2024
- 4. Approval of the Creation of Library Computer Specialist position
- 5. Approval of Board Policy 3003 Administrative Councils, Cabinets and Committees; 3100 District Superintendent; 3101 Evaluation of the District Superintendent and Other Administrative Staff; 3211 Organizational Chart (*first reading*)
- 6. Approval of Middle Settlement Academy Agreement with MVCC
- 7. Approval of Educational Enrichment Agreement with MVCC
- 8. Approval of Transition Services Agreement with MVCC
- 9. Approval of Code of Conduct for 2023-2024 (*first reading*)
- 10. Approval of Cooperative Board Handbook
- 11. Approval of Contracts

**6:15** VIII. Board Topic(s)/Discussion Item(s)



**6:30** IX. Old Business (none)

**6:40** X. Executive Session

Executive Session Items:

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

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

**7:30** Adjournment

**RESOLUTIONS**  
**Reorganizational Meeting**  
**July 12, 2023**

**APPOINTMENT OF  
TREASURER  
Agenda Item 5**

That **Ms. Christine Turczyn** be and hereby is appointed the Treasurer of the Cooperative Board for the 2023-24 fiscal year, with excess faithful performance blanket bond coverage for the Treasurer in the amount of \$5 million. (No additional compensation.)

**APPOINTMENT OF  
DEPUTY  
TREASURER  
Agenda Item 6**

That **Ms. Michele North** be and hereby is appointed the Deputy Treasurer of the Cooperative Board for the 2023-24 fiscal year, with excess faithful performance blanket bond coverage for the Deputy Treasurer in the amount of \$5 million. (No additional compensation.)

**APPOINTMENT OF  
CLERK OF THE  
BOARD  
Agenda Item 7**

That **Ms. Deborah Kimball** be and hereby is appointed Clerk of the Cooperative Board effective July 1, 2023, at an annual salary rate of \$27,848.92 (Mrs. Kimball's salary in 2022-23 was \$26,942.00.)

**APPOINTMENT OF  
ATTORNEY  
Agenda Item 8**

That **Mr. Donald Gerace, Esq.**, 2613 Genesee Street, Utica, be and hereby is appointed as Attorney of the Cooperative Board for the 2023-24 fiscal year at an hourly rate of \$225.00 (The 2022-23 hourly rate was \$220.00.)

**APPOINTMENT OF  
ATTORNEY  
Agenda Item 9**

That the firm of **Ferrara Fiorenza PC**, 5010 Campuswood Drive, East Syracuse, be and hereby is appointed as Attorney of the Cooperative Board for the 2023-24 fiscal year at an hourly rate of up to \$230.00 (The 2022-23 hourly rate was \$225.00.)

**APPOINTMENT OF  
ATTORNEY  
Agenda Item 10**

That pursuant to an executed inter-municipal agreement between Oneida-Herkimer-Madison BOCES and Madison-Oneida BOCES, **Attorneys employed by Madison-Oneida BOCES** are appointed as Attorneys for the Cooperative Board for the 2023-24 fiscal year at an hourly rate of up to \$120.00. (The 2022-23 hourly rate was \$120.00.)

**APPOINTMENT OF  
DIRECTOR OF  
SCHOOL HEALTH  
SERVICES  
Agenda Item 11**

That **Dr. Christopher Alinea** be and hereby is appointed the Director of School Health Services for the Oneida-Herkimer-Madison BOCES for the 2023-24 fiscal year, and for the supervision of the nurse practitioners at \$1,054.46 **per .1 FTE**. (The 2022-23 rate was \$1,023.75 per .1 FTE.)

**APPOINTMENT OF  
PURCHASING  
AGENT  
Agenda Item 12**

That the **Assistant Superintendent for Support Services or the Supervisor of Central Business Office/Human Resources** be and hereby is appointed Purchasing Agent of the Oneida-Herkimer-Madison Board of Cooperative Educational Services for the school year 2023-24. (No additional compensation.)

**APPOINTMENT OF  
INTERNAL  
CLAIMS AUDITOR  
Agenda Item 13**

That **Heidi Manzano** be and hereby is appointed the Internal Claims Auditor of the Cooperative Board for the 2023-24 fiscal year. (Additional stipend of \$3,000 for 2022-2023, no change for 2023-2024.)

**APPOINTMENT OF  
DEPUTY INTERNAL  
CLAIMS AUDITOR  
Agenda Item 14**

That **Robin Masters** be and hereby is appointed the Deputy Internal Claims Auditor of the Cooperative Board for the 2023-2024 fiscal year. (Additional stipend of \$1,000 for 2023-2024.)

**APPOINTMENT OF  
CIVIL RIGHTS  
COMPLIANCE  
OFFICER  
Agenda Item 15**

That **Ms. Margherita Manoiero** be and hereby is appointed the Civil Rights Compliance Officer whose responsibility it is to ensure compliance with the various federal and state statutes and regulations prohibiting discrimination in educational programs. (No additional compensation.)

**APPOINTMENT OF  
RECORDS  
MANAGEMENT/  
ACCESS OFFICER  
Agenda Item 16**

That **Ms. Margherita Manoiero** be and hereby is appointed the Records Management/Access Officer to coordinate requests for access to the records consistent with law and regulation and for ensuring compliance with the Freedom of Information Laws, the Personal Privacy Protection Law, the Commissioner's Regulations and Education Law. (No additional compensation.)

**APPOINTMENT OF  
RECORDS  
RETENTION AND  
DISPOSITION  
OFFICER  
Agenda Item 17**

That **Ms. Kimberly Hibbard** be and hereby is appointed Records Retention and Disposition Officer to be responsible for the retention and disposition of records in accordance with state regulations. (No additional compensation.)

**APPOINTMENT OF  
DESIGNATED  
EDUCATIONAL  
OFFICIAL  
Agenda Item 18**

That **Mr. Christopher Hill** be and hereby is appointed as Designated Educational Official to receive court notifications regarding students' sentences/adjudication in certain criminal cases and juvenile delinquency proceedings. (No additional compensation.)

**APPOINTMENT OF  
DISTRICT  
INTEGRITY  
OFFICER  
Agenda Item 19**

That **Mr. Christopher Hill** be and hereby is appointed as the District Integrity Officer for Oneida-Herkimer-Madison BOCES and Component districts. (No additional compensation.)

**APPOINTMENT OF  
DATA PROTECTION  
OFFICER  
Agenda Item 20**

That the **Assistant Superintendent for Support Services** be and hereby is appointed as the Data Protection Officer for Oneida-Herkimer-Madison BOCES.

**APPOINTMENT OF  
CERTIFIED LEAD  
EVALUATORS FOR  
TEACHERS  
Agenda Item 21**

That **Patricia N. Kilburn, Ed.D., Mr. Christopher Hill, Ms. Ann Turner, Mr. Kevin Healy, Ms. Angela Evans, Ms. Heather Gaetano, Mr. Michael Hoover, Ms. Xiuyan Huo, Ms. Ellen Mahanna, Ms. Lisa Rizzo, Mr. Timothy Rowland, Ms. Christina Warner, Ms. Sarah Walker, Mr. Greg Smith, Mr. Dominick Stewart, Ms. Mary Lourdes Tangorra, and Mr. Vince Tripodi** be and hereby are appointed as the Certified Lead Evaluators for Teachers of the Oneida-Herkimer-Madison BOCES. (No additional compensation.)

**APPOINTMENT OF  
CERTIFIED LEAD  
EVALUATORS FOR  
PRINCIPALS  
Agenda Item 22**

That **Patricia N. Kilburn, Ed.D., Mr. Christopher Hill, Mr. Scott Morris, Ms. Ann Turner and Mr. Kevin Healy** be and hereby are appointed as the Certified Lead Evaluators for Principals of the Oneida-Herkimer-Madison BOCES. (No additional compensation.)

**APPOINTMENT OF  
DIGNITY ACT  
COORDINATOR(S)  
Agenda Item 23**

That **Mr. Michael Hoover, Ms. Christina Warner, Ms. Ellen Mahanna, and Mr. Vincent Tripodi** be and hereby are appointed as Dignity Act Coordinator(s) of the Oneida-Herkimer-Madison BOCES. (No additional compensation.)

**APPOINTMENT OF  
DISTRICT  
AUDITOR  
Agenda Item 24**

That the firm of **WEST & Company**, 97 N. Main Street, P. O. Box 1219, Gloversville, be and hereby is appointed the District Auditor of the Cooperative Board for the fiscal year 2023-24 at the rate not to exceed \$17,500 to audit financial records for 2022-23.

**APPOINTMENT  
OF CENTRAL  
TREASURER,  
EXTRA-  
CURRICULAR  
ACTIVITY  
ACCOUNT  
Agenda Item 25**

That **Connor Utesch** be and hereby is appointed the Central Treasurer, Extra-curricular Activity Account, for the 2023-24 fiscal year, with faithful performance blanket bond coverage in the amount of \$25,000. (Additional stipend of \$1,250 for 2023-2024.)

**APPOINTMENT OF  
FOOD CLERKS  
Agenda Item 26**

That **Gillian Gallagher** be and hereby is appointed as Food Clerk for the 2023-24 fiscal year, with faithful performance blanket bond coverage in the amount of \$500,000. (The Food Clerks handle the daily receipts and deposits for the School Lunch Program.) (No additional compensation.)

**APPOINTMENT OF  
BOARD CLERK PRO  
TEMPORE  
Agenda Item 27**

That the **Patricia N. Kilburn, Ed.D. or designee** be and hereby is appointed as Board Clerk Pro Tempore for the 2023-24 fiscal year in the absence of the Board Appointed Clerk whose responsibility it is to ensure compliance regarding minutes taking at the board meeting. (No additional compensation.)

**APPOINTMENT OF  
MEDICAID  
COMPLIANCE  
OFFICER  
Agenda Item 28**

That **Margherita Manoiero** be and hereby is appointed as Medicaid Compliance Officer for the 2023-24 fiscal year. (No additional compensation.)

**APPOINTMENT OF  
OHM BOCES (LEA)  
ASBESTOS  
DESIGNEE  
Agenda Item 29**

That the **Director of Facilities** is appointed as the OHM BOCES (LEA) Asbestos Designee for OHM BOCES Buildings.

**DESIGNATION OF  
OFFICIAL BANK  
DEPOSITORIES  
Agenda Item 30**

That the **Bank of America, the J. P. Morgan Chase Bank, the (M & T) Manufacturers and Traders Trust Company, Citizens Bank, Key Bank and the (NBT) National Bank & Trust Company of the Mohawk Valley Region** be designated as official depositories of the Cooperative Board and that the maximum amount that may be kept on deposit at any one time in each designated bank is \$25 million. In addition for investment and borrowing purposes **HSBC (Marine Midland Bank,) Key Bank, BNY Mellon, and Albany Commercial Bank** be designated as official depositories for the school year 2023-24. Revenue anticipation note borrowing may result in institutions not on this list be used for borrowing purposes.

**DESIGNATION OF  
OFFICIAL  
NEWSPAPER  
Agenda Item 31**

That the **Utica Observer-Dispatch, Rome Daily Sentinel and the Waterville Times** be designated as the official newspapers of the Cooperative Board during the school year 2023-24 for the publication of all legal notices and such other data as is required to be published by law for which the same may be qualified to act.

**DESIGNATION OF  
REGULAR  
MONTHLY  
MEETING DATES  
Agenda Item 32**

That the regular monthly meetings of the Cooperative Board be designated for the **second Wednesday of each month at 4:30 p.m. in The Howard D. Mettelman Learning Center, Middle Settlement Road** (\*unless otherwise noted) with the option of changing the time of the meeting with proper advance notification. The calendar of meetings will be as follows:

July 12, 2023 – reorg./reg.	January 10, 2024
August 9, 2023	February 14, 2024
September 13, 2023	March 13, 2024
October 11, 2023	April 3, 2024 - annual
November 8, 2023	April 10, 2024 - regular
December 13, 2023	May 8, 2024
	June 12, 2024

**AUTHORIZATION  
OF APPOINTMENT  
OF STAFF ON AN  
INTERIM BASIS  
Agenda Item 33**

That the **District Superintendent or designee** be and hereby is authorized to employ individuals on an interim basis until such time as the Board of Education is able to act upon a formal recommendation for appointment. Such interim appointments shall be considered temporary in nature.

**AUTHORIZATION  
FOR CERTIFICA-  
TION OF  
PAYROLLS  
Agenda Item 34**

That the **District Superintendent or the Assistant Superintendent for Support Services** be and hereby is authorized to certify all payrolls prepared on behalf of the Cooperative Board for the 2023-24 fiscal year.

**AUTHORIZATION  
FOR DISPOSAL  
OF EXCESS  
EQUIPMENT  
Agenda Item 35**

That the **District Superintendent or the Assistant Superintendent for Support Services** be and hereby is authorized to dispose of excess equipment for the 2023-24 fiscal year.

**AUTHORIZATION  
FOR USAGE OF  
CREDIT CARD  
ACCOUNT  
Agenda Item 36**

That the **District Superintendent or designee and the Assistant Superintendent for Support Services** be and hereby is authorized to use for legitimate business expenditures credit card account with credit limit of \$10,000 each for the 2023-2024 fiscal year.

**AUTHORIZATION  
FOR USAGE OF  
GASOLINE CREDIT  
CARDS  
Agenda Item 37**

That the attached list of individuals in the **Division of Support Services and the Division of Instructional Programs and Professional Learning** be and hereby is authorized to use the gasoline credit cards for the 2023-2024 school year.

**AUTHORIZATION  
FOR USAGE OF  
BOCES CELL  
PHONE  
Agenda Item 38**

That the attached list of **Oneida-Herkimer-Madison BOCES Employees** are hereby authorized to have issued a cell phone from the BOCES for the 2023-24 fiscal year.

**AUTHORIZATION  
OF PURCHASING  
AGENT  
Agenda Item 39**

That the **Assistant Superintendent for Support Services or the Supervisor of Central Business Office** be and hereby is authorized to purchase supplies, and equipment and enter into contracts on behalf of the Cooperative Board for services as provided in the 2023-24 budget.

**AUTHORIZATION  
OF PETTY CASH  
FUNDS  
Agenda Item 40**

That the attached list of individuals in the **Division of Support Services and the Division of Instructional Programs and Professional Learning** be and hereby is authorized to use Petty Cash funds in the amount of \$100.00 each for the purpose of emergency purchases of items less than \$20.00 with proof of receipt.

**AUTHORIZATION  
FOR STAFF  
TRAVEL AND  
CONFERENCES  
Agenda Item 41**

That the **District Superintendent or designee** be and hereby is authorized to approve requests of staff personnel to attend conferences, workshops, meetings and seminars, and to conduct workshops, seminars, and meetings for BOCES and Supervisory District personnel within the limits of the budget or appropriations within the special grants.

**DESIGNATION OF  
AUTHORIZED  
SIGNATURE ON  
CHECKS  
Agenda Item 42**

That the **Treasurer and Deputy Treasurer** be and hereby are authorized to sign by electronic signature for the disbursement of all funds of the Cooperative Board from the checking accounts.



**AUTHORIZATION  
FOR APPROVAL  
OF BUDGET  
TRANSFERS  
Agenda Item 43**

That the **District Superintendent or designee** be and hereby is authorized to make transfers of appropriations within the budget of each program or service, and a summary document of budget transfers will be provided on a monthly basis as part of the Treasurer's report showing the reasons for the adjustments to contract and the amounts (plus or minus.)

**AUTHORIZATION  
TO INVEST FUNDS  
Agenda Item 44**

That the **District Superintendent or the Assistant Superintendent for Support Services** be and hereby is authorized to invest available monies in accordance with the Education Law and any other pertinent regulations.

**AUTHORIZATION  
TO TRANSFER  
FUNDS BETWEEN  
INTEREST AND  
CHECKING  
ACCOUNTS  
Agenda Item 45**

That the **Assistant Superintendent for Support Services or the Treasurer** be and hereby is authorized to make transfers between the interest and checking accounts.

**AUTHORIZATION  
TO LOAN FUNDS  
Agenda Item 46**

That the **District Superintendent or the Assistant Superintendent for Support Services** be and hereby is authorized to loan from the General Fund to the Federal funds such sums as are necessary, to be repaid to the General Fund when revenues are received from the respective funds.

**AUTHORIZATION  
FOR REVENUE  
ANTICIPATION  
NOTES  
Agenda Item 47**

That the **Cooperative Board** shall issue and sell Revenue Anticipation Notes, as needed, not to exceed **\$15.0 million**, in anticipation of the collection of revenues other than real estate taxes or assessments, namely, monies to be received from the State of New York, and contractual payments due from its component school districts, which are due and payable in the fiscal year July 1, 2023 to June 30, 2024.

**AUTHORIZATION  
FOR COMPONENT  
SCHOOL  
DISTRICTS TO  
DESIGNATE  
BOCES CAREER  
AND TECHNICAL  
EDUCATION  
ADVISORY  
COUNCIL FOR  
SERVICE TO  
THEIR DISTRICTS  
Agenda Item 48**

That the **Cooperative Board** authorizes any component school district seeking the services of the BOCES Career and Technical Education Advisory Council to receive those services based on the submission of a formal resolution from the component Board.

**AUTHORIZATION  
FOR  
COOPERATIVE  
BIDDING  
Agenda Item 49**

That it is the plan of a number of public school districts in Oneida, Herkimer and Madison Counties, New York, to bid jointly school supplies, equipment, food products, etc.; and the Board of Cooperative Educational Services is desirous of participating with other school districts in Oneida, Herkimer and Madison Counties in the joint bidding of the commodities mentioned above as authorized by General Municipal Law, Section 103; in particular, the Cooperative Board is desirous of participating in the cooperative purchasing CO-SER's of both Madison-Oneida BOCES and Herkimer-Hamilton-Fulton-Oswego BOCES. The Board of Cooperative Educational Services also wishes to participate to the maximum extent possible in cooperative bids awarded by other Agencies, i.e. County, State or Federal as outlined in General Municipal Law, Section 103.

**AUTHORIZATION  
FOR BOCES  
EDUCATIONAL  
CONSORTIUM  
Agenda Item 50**

That the **Cooperative Board** authorizes the expenditure of **\$5,445.00** for the 2023-2024 school year as the membership fee for the "BOCES Educational Consortium," an association formed by boards of cooperative educational services from throughout New York State for the promotion of BOCES through education and advocacy, oversight, and membership with the Association of Educational Service Agencies.

**AUTHORIZATION  
FOR CASUALTY  
AND LIABILITY  
INSURANCE  
Agenda Item 51**

That it is the plan of a number of public school districts in Oneida, Herkimer and Madison Counties, New York, to bid jointly casualty and liability insurance; and the Board of Cooperative Educational Services is desirous of participating with other school districts in Oneida, Herkimer and Madison Counties in the joint bidding of the casualty and liability insurance mentioned above; and the Board authorizes a Regional Committee of Administrators to represent it in all matters leading to the purchase of casualty and liability insurance.

**READOPTION OF  
BOARD POLICIES  
AND BYLAWS  
Agenda Item 52**

That the **Cooperative Board** readopts all policies and bylaws contained in the BOCES HANDBOOK OF POLICIES AND BYLAWS.

**STATEMENT OF  
CONFLICT OF  
INTEREST  
Agenda Item 53**

That the **Cooperative Board** members submit a Conflict of Interest Statement.

**MEMBERSHIP IN  
CHAMBER OF  
COMMERCE  
Agenda Item 54**

That the Cooperative Board approves the renewal of its membership in the **Greater Utica Chamber of Commerce** for the period of January 1, 2024 to December 31, 2024 at an annual dues of \$525.00.

**MEMBERSHIP IN  
NYSSBA  
Agenda Item 55**

That the Cooperative Board approves the renewal of its membership in the **New York State School Boards Association** for calendar year 2024 at an annual dues of \$10,310.00.

**MEMBERSHIP IN  
NSBA  
Agenda Item 56**

That the Cooperative Board approves the renewal of its membership in the **National School Boards Association** for the period of July 1, 2023 to June 30, 2024 at an annual dues in the amount of \$2,700.00

**MEMBERSHIP IN  
RURAL SCHOOLS  
Agenda Item 57**

That the Cooperative Board approves the renewal of its membership in the **Rural Schools Association of New York State** for the period July 1, 2023 to June 30, 2024 at an annual dues of \$850.00.

**SELECTION OF  
REPRESENTATIVE  
TO BOCES  
CONSORTIUM OF  
CONTINUING  
EDUCATION  
Agenda Item 58**

The following motion was made by \_\_\_\_\_ seconded by \_\_\_\_\_ and unanimously carried: That the Board selects \_\_\_\_\_ and \_\_\_\_\_ as the representative to the **BOCES Consortium of Continuing Education Policy Board**, with \_\_\_\_\_ to serve as alternate.

(In 2022-23, Mr. Nelson and Mr. Salerno were representatives with Mrs. Johnson, Mr. Stewart to serve as alternate.)

**SELECTION OF  
REPRESENTATIVE  
ON CAREER  
AND TECHNICAL  
EDUCATION  
ADVISORY  
COUNCIL  
Agenda Item 59**

The following motion was made by \_\_\_\_\_ seconded by \_\_\_\_\_ and unanimously carried: That the Board selects \_\_\_\_\_ as the representative to the **Career and Technical Education Advisory Council**, with \_\_\_\_\_ to serve as alternate.

(In 2022-23, Mrs. Corbin was representative with Mr. Hobika, Mr. Nicotera, and Mr. Stewart to serve as alternates.)

**SELECTION OF  
REPRESENTATIVE  
ON THE  
O-M-H COUNTIES  
SCHOOL BOARDS  
INSTITUTE  
COMMITTEE  
Agenda Item 60**

The following motion was made by \_\_\_\_\_ seconded by \_\_\_\_\_ and unanimously carried: That the Board selects \_\_\_\_\_ as the representative to the **Oneida-Madison-Herkimer Counties School Boards Institute Committee**, with \_\_\_\_\_ to serve as alternate.

(In 2022-23, Mr. Nicotera was representative with Mr. Boucher, Mrs. Johnson and Dr. Porcelli to serve alternate.)

**SELECTION OF  
VOTING DELE-  
GATES TO THE  
NYSSBA  
CONVENTION  
Agenda Item 61**

The following motion was made by \_\_\_\_\_ seconded by \_\_\_\_\_ and unanimously carried: That the Board selects \_\_\_\_\_ as the delegate to the **Voting Delegate to the NYSSBA Convention**, with \_\_\_\_\_ to serve as alternate

(In 2022-23, Mrs. Anderson was selected as voting delegate, with Mrs. Johnson to serve alternate.)

**SELECTION OF  
REPRESENTATIVE  
ON SCHOOL AND  
BUSINESS  
ALLIANCE  
DEVELOPMENT  
ADVISORY  
COMMITTEE  
Agenda Item 62**

The following motion was made by \_\_\_\_\_ seconded by \_\_\_\_\_ and unanimously carried: That the Board selects \_\_\_\_\_ as the representative to the **School and Business Alliance Development Advisory Committee**, with \_\_\_\_\_ to serve as alternate.

(In 2022-23, Mrs. Falvo was representative with Mr. Boucher, Mr. Hobika, Mr. Stewart and Mr. Thomas to serve as alternates.)

**SELECTION OF  
REPRESENTATIVE  
ON  
ALTERNATIVE  
EDUCATION  
ADVISORY  
COMMITTEE  
Agenda Item 63**

The following motion was made by \_\_\_\_\_ seconded by \_\_\_\_\_ and unanimously carried: That the Board selects \_\_\_\_\_ as the representative to the **Alternative Education Advisory Committee**, with \_\_\_\_\_ to serve as alternate.

(In 2022-23, Mrs. Falvo was representative with Mr. Hobika, Mr. Nelson, and Mr. Stewart to serve as alternates.)

**SELECTION OF  
REPRESENTA-  
TIVES ON AUDIT  
COMMITTEE  
Agenda Item 64**

The following motion was made by \_\_\_\_\_ seconded by \_\_\_\_\_ and unanimously carried: That the Board selects \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ as the representatives to the **Audit Committee**.

(In 2022-23, Mrs. Corbin, Mrs. Falvo, Mr. Nelson, Dr. Porcelli, and Mr. Thomas were representatives.)

**SELECTION OF REPRESENTATIVES ON WELLNESS COMMITTEE**  
**Agenda Item 65**

The following motion was made by \_\_\_\_\_ seconded by \_\_\_\_\_ and unanimously carried: That the Board selects \_\_\_\_\_ and \_\_\_\_\_, as the representatives to the **Wellness Committee** with \_\_\_\_\_ as alternate.

(In 2022-23, Mr. Nelson and Mr. Stewart were representatives.)

**SELECTION OF REPRESENTATIVES ON CAPITAL PROJECT COMMITTEE**  
**Agenda Item 66**

The following motion was made by \_\_\_\_\_ seconded by \_\_\_\_\_ and unanimously carried: That the Board selects \_\_\_\_\_ and \_\_\_\_\_, as the representatives to the **Capital Project Committee** with \_\_\_\_\_ as alternate.

(In 2022-23, Mr. Boucher, Mrs. Falvo, Mr. Salerno, and Mr. Stewart were representatives.)

**SELECTION OF REPRESENTATIVES ON NEGOTIATIONS COMMITTEE**  
**Agenda Item 67**

The following motion was made by \_\_\_\_\_ seconded by \_\_\_\_\_ and unanimously carried: That the Board selects \_\_\_\_\_ and \_\_\_\_\_, as the representatives to the **Negotiations Committee** with \_\_\_\_\_ as alternate.

(In 2022-23, Mrs. Anderson, Mrs. Falvo, Mr. Nelson, Dr. Porcelli, Mr. Stewart and Mr. Thomas were representatives.)

**SELECTION OF REPRESENTATIVES ON BOARD HANDBOOK COMMITTEE**  
**Agenda Item 68**

The following motion was made by \_\_\_\_\_ seconded by \_\_\_\_\_ and unanimously carried: That the Board selects \_\_\_\_\_ and \_\_\_\_\_, as the representatives to the **Board Handbook Committee** with \_\_\_\_\_ as alternate.

(In 2022-23, Mrs. Falvo as the representative with Mrs. Anderson, Mr. Nelson and Mr. Nicotera as alternate.)

**SELECTION OF REPRESENTATIVES ON BOARD POLICY COMMITTEE**  
**Agenda Item 69**

The following motion was made by \_\_\_\_\_ seconded by \_\_\_\_\_ and unanimously carried: That the Board selects \_\_\_\_\_ and \_\_\_\_\_, as the representatives to the **Board Policy Committee** with \_\_\_\_\_ as alternate.

(In 2022-23, Mrs. Anderson and Mr. Nelson were representatives, with Mr. Boucher as alternate.)

**SELECTION OF  
REPRESENTA-  
TIVES ON  
DISTRICT-WIDE  
SAFETY  
COMMITTEE  
Agenda Item 70**

The following motion was made by \_\_\_\_\_ seconded by \_\_\_\_\_ and unanimously carried: That the Board selects \_\_\_\_\_, as the representatives to the **District-Wide Safety Committee** with \_\_\_\_\_ to serve as alternate.

(In 2022-23, Mr. Nicotera was the representative, with Mrs. Corbin and Mr. Stewart as alternate.)

**SELECTION OF  
DISTRICT  
SUPERINTENDENT  
EVALUATION  
COMMITTEE  
Agenda Item 71**

The following motion was made by \_\_\_\_\_ seconded by \_\_\_\_\_ and unanimously carried: That the Board selects \_\_\_\_\_, as the representatives to the District Superintendent Evaluation Committee with \_\_\_\_\_ to serve as alternate.

(In 2022-23, Mrs. Johnson was the representative, with Mrs. Corbin and Mr. Boucher to serve as alternate.)

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

FOR THE MONTH ENDING MAY 2023

BANK BALANCES BY FUND:		BANK BALANCES BY FUND:					CHECKING RECONCILIATION:	
BANK ACCT #	FUND ACCT #	FUND	BANK	TYPE	BEGINNING BALANCE	PLUS RECEIPTS	MINUS DISBURSE	ENDING BALANCE
553 239 147	H 201.07	CAPITAL	JPM/CHASE	MMKKT	7,995.58	14.93	-	7,995.58
553 801 090	A 201.02	GENERAL	JPM/CHASE	MMKKT	11,575,738.62	15,948,055.56	4,329,344.33	23,194,449.85
615 778 216	A 200.02/01	GENERAL-MULTI C/D	JPM/CHASE	CHECK	3,151,069.93	4,070,945.60	4,072,231.85	3,149,783.68
754 192 896	A 201.04	GENERAL-MULTI C/R	JPM/CHASE	CHECK	29,705.78	16,586,636.38	15,315,000.00	1,301,342.16
664 375 886	A 201.05	GENERAL-LEARNING	JPM/CHASE	CHECK	3,773.66	-	-	3,773.66
801 176 86	A 201.03	GENERAL-MULTI C/R	NBT	MMKKT	11,076.46	7,867.36	10,025.47	8,918.35
615 778 216	C 200.02	LUNCH-MULTI C/D	JPM/CHASE	CHECK	-	209,427.63	209,427.63	-
754 192 896	C 201.04	LUNCH-MULTI C/R	JPM/CHASE	CHECK	2,570.06	41,631.34	-	44,201.40
836 843 532	C 200.04	LUNCH C/R	JPM/CHASE	CHECK	19,314.62	27,276.22	45,032.95	1,557.89
801 176 86	C 201.03	LUNCH-MULTI C/R	NBT	MMKKT	69,983.16	64,399.29	115,181.87	19,200.58
801 176 86	F 201.03	SPEC AID-MULTI C/R	NBT	MMKKT	-	-	-	-
754 192 896	F 201.04	SPEC AID-MULTI C/R	JPM/CHASE	CHECK	3,784.80	-	-	3,784.80
615 778 216	F 200.02	SPEC AID-MULTI C/D	JPM/CHASE	CHECK	-	25,703.57	25,703.57	-
801 176 86	CM 201.03	TRUST/CM SCHOL	NBT	MMKKT	-	-	-	-
553 239 708	CM 201.06	TRUST/CM SCHOL	JPM/CHASE	MMKKT	77,509.07	1,321.38	-	78,830.45
700 560 0957	CM 200.09	EXTRA-CURR/CM	JPM/CHASE	MMKKT	20,991.17	3,580.00	4,405.50	20,165.67
<b>TOTAL CASH</b>					14,973,497.98	36,986,859.26	24,126,353.17	27,834,004.07

TOTAL CASH BY FUND:		TOTAL CASH BY BANK:	
CAPITAL	7,995.58	JPM/CHASE	27,706,869.02
GENERAL	27,658,267.70	NBT	127,115.05
SCHOOL LUNCH	64,959.87		
SPECIAL AID	3,784.80		
TRUST/AGENCY	78,830.45		
EXTRA-CURRICULAR	20,165.67		
<b>TOTAL</b>	<b>27,834,004.07</b>		

TOTAL CASH BY FUND:		TOTAL CASH BY BANK:	
CAPITAL	7,995.58	JPM/CHASE	27,706,869.02
GENERAL	27,658,267.70	NBT	127,115.05
SCHOOL LUNCH	64,959.87		
SPECIAL AID	3,784.80		
TRUST/AGENCY	78,830.45		
EXTRA-CURRICULAR	20,165.67		
<b>TOTAL</b>	<b>27,834,004.07</b>		

TOTAL CASH BY FUND:		TOTAL CASH BY BANK:	
CAPITAL	7,995.58	JPM/CHASE	27,706,869.02
GENERAL	27,658,267.70	NBT	127,115.05
SCHOOL LUNCH	64,959.87		
SPECIAL AID	3,784.80		
TRUST/AGENCY	78,830.45		
EXTRA-CURRICULAR	20,165.67		
<b>TOTAL</b>	<b>27,834,004.07</b>		

VII B. 1.  
Acceptance of Report of  
the Treasurer, May  
July 12, 2023

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

CERTIFICATION:

22,831.28	2,665.61	20,165.67
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ONEIDA-HERKIMER-MADISON BOCES  
 TREASURER'S REPORT  
 EXTRA-CURRICULAR FUND

BOARD MEETING PRESENTATION  
 May 31, 2023

CHECKING ACCOUNT - NBT BANK		CLUB ACCOUNT BALANCES	
BALANCE: BEGINNING OF THE MONTH	\$ 20,991.17	FUTURE FARMERS OF AMERICA	\$ 12,362.25
PLUS: RECEIPTS	\$ 3,580.00	SKILLS USA	\$ 4,116.04
LESS: EXPENDITURES	\$ 4,405.50	P-TECH	\$ 3,680.64
BALANCE: END OF MONTH	\$ 20,165.67	SALES TAX	\$ 6.74
BANK RECONCILIATION		ACCOUNT TOTALS, END OF MONTH	
BALANCE PER BANK STATEMENT	\$ 22,831.28		\$ 20,165.67
PLUS: DEPOSITS IN TRANSIT	\$ -		
LESS: OUTSTANDING CHECKS	\$ (2,665.61)		
RECONCILED BALANCES	\$ 20,165.67		
CASH: END OF MONTH		CASH: END OF MONTH	
	\$ 20,165.67		\$ 20,165.67

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

*Conor J. Walsh*  
 TREASURER, EXTRA-CURRICULAR ACTIVITY FUND

RECONCILING ITEMS

DEPOSITS IN TRANSIT

DATE	AMOUNT
TOTAL	

OUTSTANDING CHECKS

CHECK NUMBER	AMOUNT
1280	60.65
1316	100.00
1329	50.00
1332	50.00
1364	11.96
1369	120.00
1370	623.00
1373	50.00
1375	150.00
1377	450.00
1378	50.00
1379	150.00
1381	50.00
1382	50.00
1385	50.00
1386	450.00
1387	100.00
1388	100.00
TOTAL	2,665.61

**ONEIDA HERKIMER MADISON BOCES**

Revenue Status Report As Of: 05/31/2023

Fiscal Year: 2023

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
001 ADMINISTRATIVE COSER			3,936,838.70	14,922.78	3,951,761.48	2,422,783.47	1,662,895.76	148,574.23
002 CAPITAL/RENT EXPENDITURES			3,141,490.24	77,389.36	3,218,879.60	2,896,991.75	321,887.85	0.00
101 OCCUPATIONAL EDUCATION			7,724,893.00	321,022.64	8,045,915.64	7,056,630.08	777,182.90	7,499.23
102 ADULT EDUCATION			39,244.05	0.00	39,244.05	35,319.65	3,924.40	0.00
103 SECONDARY OCC ED/MADISON BOCES			22,118.00	0.00	22,118.00	15,365.23	7,741.30	988.53
107 OCCUPATIONAL EDUCATION-HANDICAPPED			550,810.00	133,393.20	684,203.20	586,188.96	69,698.64	0.00
109 OCC. ED./MADISON BOCES			28,662.00	1,344.00	30,006.00	26,914.01	3,250.65	158.66
201 8:1:2 PROGRAM			7,086,115.25	1,132,247.42	8,218,362.67	7,158,754.73	867,346.04	214.40
202 INTENSE MGMT NEEDS/MADISON BOCES			59,454.00	-59,454.00	0.00	1,680.34	0.00	1,680.34
203 12:1:1 ADJUSTMENT PROGRAM			1,181,716.00	267,884.70	1,449,600.70	1,252,718.78	162,077.94	0.00
204 12:1:1 MILD/MODERATE PROGRAM			2,321,228.50	102,083.67	2,423,312.17	2,156,322.44	224,116.64	0.00
205 SPECIAL CLASS: OPTION 2/MADISON BOCE			443,845.00	-89,422.52	354,422.48	376,215.92	6,671.61	28,465.05
206 TRANSITIONAL PLNG & IMPLEMENTATION			529,760.00	-3,788.23	525,971.77	474,168.61	57,260.36	5,457.20
209 12:1:4 DEV/MD PROGRAM			6,339,599.50	528,031.85	6,867,631.35	6,057,101.58	697,814.41	764.00
214 SPECIAL ED. OPTION III/MADISON BOCES			496,002.75	-66,221.72	429,781.03	358,577.81	83,636.23	12,433.01
216 6:1:2 PROGRAM			2,260,598.00	1,025,354.68	3,285,952.68	2,822,749.58	400,255.01	0.00
221 6:1:1 HERKIMER BOCES			90,000.00	-64,162.50	25,837.50	0.00	25,837.50	0.00
222 SPECIAL CLASS: OPTION 3/MADISON BOCE			272,745.00	-1,852.54	270,892.46	263,916.02	32,648.29	25,671.85
223 1:8:1 PROGRAM/JEFF-LEWIS BOCES			0.00	14,799.20	14,799.20	13,428.24	1,370.96	0.00
225 ELEM IMN 6:1:2.5/MADISON			483,780.00	-76,040.00	407,740.00	386,693.14	43,969.64	22,922.78
226 Staffing 1:12:1			0.00	0.00	0.00	37.79	0.00	37.79
228 SKILLS DEV-ELEM (12:1:1)/MADISON BOC			0.00	78,541.00	78,541.00	52,360.67	26,180.33	0.00
232 AUTISM-SECONDARY(6:1:1)/MADISON BOCE			0.00	161,324.00	161,324.00	107,549.34	53,774.66	0.00
303 ART			183,034.60	8,895.33	191,929.93	164,731.14	18,303.46	0.00
305 GUIDANCE			297,801.00	-88,698.51	209,102.49	178,680.60	19,853.40	0.00
306 TECHNOLOGY			82,534.20	4,176.08	86,710.28	74,280.78	8,253.42	0.00
308 PHYSICAL EDUCATION			42,593.50	88,104.18	130,697.68	114,150.58	13,629.92	0.00
310 NURSE PRACTITIONER			386,040.00	27,325.32	413,365.32	359,397.12	40,099.08	0.00
312 SCHOOL PHYSICIAN			59,439.24	0.00	59,439.24	53,495.37	5,943.87	0.00
313 SCHOOL PSYCHOLOGIST			263,337.50	36,018.43	299,355.93	259,059.87	28,959.08	0.00
314 SCHOOL SOCIAL WORKER			353,521.74	-96,479.67	257,042.07	220,271.26	24,474.56	0.00
315 SPEECH IMPROVEMENT			667,281.00	68,311.37	735,592.37	643,315.26	70,980.08	0.00
316 VISUALLY IMPAIRED			128,699.12	-63,132.02	65,567.10	56,009.36	5,415.24	0.00
317 COMPUTER INSTRUCTION			73,495.94	3,050.97	76,546.91	66,146.35	7,349.59	0.00
318 DEAF			156,309.01	-8,907.92	147,401.09	127,889.21	14,209.89	0.00
321 PHYS. THERAPY			153,110.40	4,941.00	158,051.40	137,941.14	15,328.76	0.00
322 OCCUPATIONAL THERAPY			303,374.80	-73,640.68	229,734.12	198,789.49	22,116.23	0.00
325 HOME ECONOMICS			131,545.20	-12,414.30	119,130.90	102,605.26	9,208.16	0.00
326 ENGLISH/SECOND LANG. INTSR.			657,043.20	-23,236.67	633,806.53	546,379.83	61,385.13	0.00
332 CURRICULUM SUPERVISION COORDINATION			52,393.00	37,130.57	89,523.57	73,279.42	16,244.15	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: 05/31/2023  
Fiscal Year: 2023  
Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
338	MUSIC TEACHER		158,611.70	17,495.74	176,107.44	150,940.29	17,001.51	0.00
345	SHARED BUSINESS OFFICIAL		0.00	117,799.00	117,799.00	90,716.25	27,082.75	0.00
346	AUDIOLOGY/OSWEGO BOCES		120,846.55	43,805.67	164,652.22	162,636.66	19,994.81	17,879.25
348	SCH SOCIAL WORKER/HFHO BOCES		0.00	369.60	369.60	0.00	369.60	0.00
349	SPEECH/HERKIMER BOCES		14,421.45	-14,421.45	0.00	0.00	0.00	0.00
350	OCC. THERAPY/HERK. BOCES		4,059.00	-4,059.00	0.00	0.00	0.00	0.00
352	TEACH. AIDE 1:1/HERK. BOCES		30,800.00	-30,800.00	0.00	0.00	0.00	0.00
355	General Supervision		76,803.60	9,159.83	85,963.43	69,123.24	7,680.36	0.00
357	BILINGUAL/ESL ITINERANT MADISON BOCE		20,860.00	860.00	21,720.00	20,801.91	2,172.00	1,253.91
358	HEARING IMPAIRED SERVICES/MADISON BO		0.00	0.00	0.00	2,070.64	0.00	2,070.64
402	EXPLOR. ENRICHMENT/JEFF LEWIS BOCES		5,220.00	3,880.00	9,100.00	8,752.09	910.00	562.09
405	PERFORMING ARTS		115,520.00	281,987.68	397,507.68	284,155.74	112,242.82	0.00
408	ALTERNATIVE EDUCATION		5,675,964.20	1,718,392.33	7,394,356.53	6,172,401.07	728,301.66	0.00
410	HOSPITAL BASED/ONONDAGA BOCES		8,100.00	756.00	8,856.00	12,023.10	904.50	4,071.60
411	ALTERNATIVE H.S. EQUIV		59,970.00	0.00	59,970.00	53,973.00	5,997.00	0.00
416	TUTORING/MONROE I BOCES		0.00	2,347.83	2,347.83	1,511.05	836.78	0.00
417	GED - EA - MADISON BOCES		141,657.80	2,553.78	144,211.58	129,020.74	15,805.52	614.68
420	REGIONAL PROGRAM EXCELLENCE		171,010.00	-56,340.33	114,669.67	99,257.21	8,781.79	0.00
426	Distance Learning		42,352.00	568,473.29	610,825.29	426,134.18	184,869.43	178.32
428	SUMMER SCHOOL		786,711.00	-178,508.50	608,202.50	539,233.52	63,730.48	0.00
438	DISTANCE LEARNING		2,965,051.77	-636,241.33	2,328,810.44	1,753,690.39	215,303.11	0.00
461	DISTANCE LEARNING/CAPITAL REGION BOC		0.00	9,517.50	9,517.50	7,138.13	2,379.37	0.00
479	DL SYNERGY VIRTUAL HS/CITI BOCES		92,000.00	-14,325.00	77,675.00	135,416.34	13,258.78	71,000.12
502	EDUCATIONAL COMMUNICATIONS		917,779.00	271,471.80	1,189,250.80	921,471.33	120,781.87	16,789.35
504	TECHNICAL REPAIR SERVICE		720,532.55	455,319.76	1,175,852.31	840,427.83	107,485.55	209.65
505	PRINTING		715,969.00	692,315.41	1,408,284.41	1,208,381.09	191,876.56	5,420.73
507	PRINTING/MADISON		0.00	0.00	0.00	42.57	0.00	42.57
509	SCH. CURR/CAYUGA BOCES		25,239.96	8,490.87	33,730.83	31,001.80	3,514.31	785.28
510	LEARNING TECHNOLOGY		3,202,531.99	3,772,749.20	6,975,281.19	3,428,905.44	653,906.11	0.00
511	SCH. CURR./CAPITAL REGION		3,113.25	4,767.24	7,880.49	6,345.29	1,576.09	40.89
513	SCH CURR./FRANKLIN BOCES		0.00	2,538.00	2,538.00	0.00	2,538.00	0.00
514	MODEL SCHOOLS-MADISON BOCES		288,963.00	-21,314.03	267,648.97	253,250.81	27,237.61	12,839.45
515	COMMON LEARNING OBJ-MADISON BOCES		2,664,512.03	161,782.90	2,826,294.93	2,554,560.11	323,775.47	52,040.65
518	SCIENCE KITS		1,270,458.90	187,836.17	1,458,295.07	1,218,465.58	154,434.41	0.00
520	SCH CURR./MADISON BOCES		400.00	3,332.35	3,732.35	2,565.90	1,166.45	0.00
521	SCHOOL CURRICULUM IMPROVEMENT SERVIC		1,417,094.00	586,066.38	2,003,160.38	1,708,914.64	243,980.79	0.00
523	STRATEGIC PLNG./QUESTAR III BOCES		0.00	150.95	150.95	2,377.47	0.00	2,226.52
530	School/Curriculum Improvement Planni		0.00	0.00	0.00	1.35	0.00	1.35
532	SDP/ADMIN./GREATER SOUTH. TIER BOCES		0.00	5,000.00	5,000.00	3,333.34	1,666.66	0.00
535	SCH CURRIC/HERKIMER BOCES		0.00	3,237.80	3,237.80	2,185.39	1,079.26	26.85

\* 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: 05/31/2023

Fiscal Year: 2023

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
537	STAFF DEV./CERTIF/PUTNAM BOCES		0.00	1,160.00	1,160.00	699.78	460.41	0.19
538	MODEL SCHOOLS		279,922.61	35,753.59	315,676.20	256,413.26	28,490.35	0.00
543	HRD/SFTWARE/OSWEGO BOCES		5,093.28	16,315.12	21,408.40	16,234.04	5,572.36	398.00
545	COMMUNITY SCHOOL RESOURCES		1,406,900.00	4,273,482.87	5,680,382.87	4,443,690.84	1,236,692.03	0.00
547	CDOS CREDENTIAL MGT SYS OSWEGO BOCES		2,817.47	-47.12	2,770.35	2,991.47	282.52	503.64
555	SUPERINTENDENT EVAL/ERIE 2 BOCES		0.00	2,177.00	2,177.00	2,022.56	217.71	63.27
560	CPSE		139,515.00	3,532.35	143,047.35	125,563.50	13,951.50	0.00
565	School/Curriculum Improvement Planni		0.00	6,600.00	6,600.00	7,607.21	733.33	1,740.54
571	INSTRCTNL TECHNOLOGY/ORANGE-JULSTER B		0.00	0.00	0.00	6.90	0.00	6.90
574	SABA (SCHOOL AND BUSINESS ALLIANCE)		341,518.00	26,079.71	367,597.71	322,544.27	40,850.04	0.00
576	LIBRARY MEDIA SERVICE		744,775.39	125,637.91	870,413.30	725,106.38	82,897.79	0.00
578	LIBRARY AUTOMATION - MADISON BOCES		173,979.50	5,516.00	179,495.50	166,153.94	18,809.41	5,467.85
579	DIVERSITY EQUITY & INCL/TOMPKINS BOC		0.00	1,050.00	1,050.00	933.34	116.66	0.00
601	COMPUTER SERVICES - MADISON BOCES		9,954,846.23	1,659,001.03	11,613,847.26	10,173,812.88	1,802,015.43	361,981.05
602	NEGOTIATIONS - MADISON BOCES		332,094.40	56,675.90	388,770.30	356,615.27	49,959.28	17,804.25
603	SCHOOL COMMUNICATIONS		512,971.92	97,816.47	610,788.39	555,708.79	72,779.95	17,700.35
604	CENTRAL BUSINESS OFFICE		318,646.63	190,690.57	509,337.20	447,535.28	48,851.35	150.00
607	STAFF DEVELOPMENT - BUS DRIVERS		0.00	3,965.00	3,965.00	2,108.50	1,856.50	0.00
609	PLANNING SER: MANAGEMENT OCM BOCES		55,237.00	717.00	55,954.00	51,219.51	5,970.24	1,235.75
610	TELEPHONE INTERCONNECT		827,629.98	516,139.14	1,343,769.12	859,993.91	91,823.27	59,810.40
611	REGIONAL BUS MAINTENANCE-MADISON BOC		187,000.00	16,231.85	203,231.85	175,419.02	27,812.83	0.00
612	HEALTH COORDINATION/HERKIMER BOCES		12,259.00	0.00	12,259.00	11,033.10	1,225.90	0.00
613	FACILITY SERVICES		52,932.00	988.61	53,920.61	47,638.80	5,293.20	0.00
615	POLICY PLANNING ERIE I		11,708.60	1,019.38	12,727.98	11,455.19	1,272.79	0.00
616	EMPLOYEE ASSISTANCE PROGRAM		19,872.00	0.00	19,872.00	17,884.80	1,987.20	0.00
617	TEACHER RECRUITING SERVICE		0.00	16,303.00	16,303.00	13,899.34	4,202.66	1,799.00
618	EMPLOYEE BENEFIT COORDINATION		129,219.00	397.85	129,616.85	116,297.10	12,921.90	0.00
619	COOPERATIVE BIDDING-HERKIMER BOCES		25,500.00	-25,500.00	0.00	1,330.58	0.00	1,330.58
620	SAFETY COORDINATOR		626,877.62	273,938.56	900,816.18	681,329.77	82,370.75	500.00
621	COORDINATION OF INSURANCE MANAGEMENT		6,875.00	0.00	6,875.00	6,187.50	687.50	0.00
622	REGIONAL BUS RADIOS - MADISON BOCES		9,696.00	104.00	9,800.00	10,785.92	980.00	1,965.92
623	STATE AID PLANNING - QUESTAR III BOC		43,415.00	-2,075.00	41,340.00	37,538.29	3,801.71	0.00
625	SUBSTITUTE TEACHER SERVICE		173,637.36	10,136.88	183,774.24	165,215.85	18,558.39	0.00
626	CENTRAL SCHOOL FOOD MANAGEMENT		640,483.03	30,777.10	671,260.13	578,344.73	64,048.30	0.00
627	RECORDS RETENTION		103,680.00	31,235.45	134,915.45	121,065.84	13,451.76	0.00
628	TELECOMMUNICATIONS		304,507.08	243,991.79	548,498.87	496,897.50	30,450.68	222,841.10
631	COOPERATIVE BID/MAD. BOCES		17,843.72	43,512.28	61,356.00	58,679.78	6,135.60	3,459.38
632	HEALTH CARE COORD./DELAWARE BOC		20,796.00	2,173.00	22,969.00	21,452.71	2,303.07	786.78
633	GASB 45 PLNG/QUESTAR III		24,752.00	1,494.00	26,246.00	23,621.40	2,624.60	0.00
634	STAFF DEV BD OF ED - HERKIMER BOCES		13,302.00	2,820.11	16,122.11	21,678.42	2,454.17	8,010.48

\* 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: 05/31/2023

Fiscal Year: 2023

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
636	GASB 45 PLANNING/CLINTON-ESSEX		3,990.00	13,090.00	17,080.00	15,372.00	1,708.00	0.00
637	FIXED ASSET INVENTORY/QUESTAR III		22,511.00	11,327.00	33,838.00	28,758.34	5,079.66	0.00
639	TRANSP./MADISON BOCES		1,521.00	2,415.00	3,936.00	9,073.42	783.08	5,920.50
640	DRUG TESTING/JEFF-LEWIS BOCES		19,851.00	874.00	20,725.00	20,838.34	2,273.73	2,387.07
641	ON-LINE APPL./PUTNAM BOCES		43,672.00	-470.00	43,202.00	38,901.06	4,320.20	19.26
646	MEDICAID REIMBURSEMENT/MADISON BOCES		38,014.04	-12,411.50	25,602.54	23,389.26	2,540.84	327.56
647	PLANNING SERVICE/MADISON BOCES		0.00	0.00	0.00	750.00	0.00	750.00
649	ACA COMPLIANCE/MADISON BOCES		15,896.00	92.00	15,988.00	16,148.16	1,598.80	1,758.96
650	TESTING - NYS ALT ADDMT-CAP REGION B		79,800.00	570.00	80,370.00	73,069.53	8,037.00	736.53
651	SCRIC/BROOME BOCES		48,008.08	5,114.84	53,122.92	47,304.84	5,967.58	149.50
655	SPECIAL ED AID ASSISTANCE SVC		23,640.00	8,005.75	31,645.75	28,481.18	3,164.57	0.00
656	EMPLOYEE RELATIONS/ONC BOCES		17,524.00	351.00	17,875.00	17,760.72	1,787.50	1,663.22
657	PROJECT WORK/CAPITAL REGION BOCES		0.00	398.95	398.95	520.83	168.60	290.48
658	COOP BID/DCMO BOCES		0.00	23,942.02	23,942.02	21,249.46	2,692.56	0.00
659	TIER 4 ENHANCED/CAP REGION BOCES		0.00	195,542.20	195,542.20	170,759.93	24,782.27	0.00
660	EMPLOYEE ASSISTANCE/DCMO BOCES		0.00	7,963.86	7,963.86	7,078.99	884.87	0.00
<b>Total GENERAL FUND</b>			<b>80,551,736.13</b>	<b>19,311,904.43</b>	<b>99,863,640.56</b>	<b>81,854,279.00</b>	<b>13,024,538.95</b>	<b>1,164,479.48</b>

### Selection Criteria

Criteria Name: Shared: REV RPT FOR BD/MONTH Modified  
 As Of Date: 05/31/2023  
 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: 05/31/2023

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
001 ADMINISTRATIVE COSER		3,702,519.88	22,165.15	3,724,685.03	1,898,603.03	160,081.93	1,666,000.07
002 CAPITAL/RENT EXPENDITURES		3,141,490.24	77,389.36	3,218,879.60	3,128,442.95	90,436.65	0.00
101 OCCUPATIONAL EDUCATION		5,605,673.83	171,132.06	5,776,805.89	5,094,010.49	944,209.26	-261,413.86
103 SECONDARY OCC ED/MADISON BOCES		22,118.00	0.00	22,118.00	11,059.00	0.00	11,059.00
105 SUMMER COSMETOLOGY		21,000.00	-9,021.07	11,978.93	11,978.93	0.00	0.00
107 OCCUPATIONAL EDUCATION-HANDICAPPED		846,096.59	77,829.38	923,925.97	709,845.26	191,753.20	22,327.51
109 OCC. ED./MADISON BOCES		28,662.00	1,344.00	30,006.00	23,782.53	0.00	6,223.47
201 8:1-2 PROGRAM		4,822,722.64	692,996.14	5,515,718.78	4,002,055.16	806,433.10	707,230.52
202 INTENSE MGMT NEEDS/MADISON BOCES		59,454.00	-59,454.00	0.00	0.00	0.00	0.00
203 12:1-1 ADJUSTMENT PROGRAM		625,994.23	262,008.36	888,002.59	498,340.78	111,596.87	278,064.94
204 12:1-1 MILD/MODERATE PROGRAM		1,260,200.91	321,532.00	1,581,732.91	1,042,093.23	265,299.06	274,340.62
205 SPECIAL CLASS: OPTION 2/MADISON BOCES		443,845.00	-89,422.52	354,422.48	309,308.08	0.00	45,114.40
206 TRANSITIONAL PLNG & IMPLEMENTATION		504,158.00	294.37	504,452.37	357,166.20	50,599.70	96,686.47
209 12:1-4 DEV/MD PROGRAM		3,358,780.07	520,101.38	3,878,881.45	2,611,452.46	564,397.67	703,031.32
214 SPECIAL ED. OPTION III/MADISON BOCES		496,002.75	-66,221.72	429,781.03	300,863.60	0.00	128,917.43
216 6:1-2 PROGRAM		1,623,972.80	869,629.46	2,493,602.26	1,653,048.55	275,383.15	565,170.56
217 Staffing 1:8:1/HERKIMER BOCES		0.00	0.00	0.00	0.00	0.00	0.00
221 6:1:1 HERKIMER BOCES		90,000.00	-64,162.50	25,837.50	0.00	0.00	25,837.50
222 SPECIAL CLASS: OPTION 3/MADISON BOCES		272,745.00	-1,852.54	270,892.46	211,678.28	0.00	59,214.18
223 1:8:1 PROGRAM/JEFF-LEWIS BOCES		0.00	14,799.20	14,799.20	13,767.65	0.00	1,031.55
225 ELEM IMN 6:1-2.5/MADISON		483,780.00	-76,040.00	407,740.00	322,739.41	0.00	85,000.59
226 Staffing 1:12:1		0.00	0.00	0.00	0.00	0.00	0.00
228 SKILLS DEV-ELEM (12:1:1)/MADISON BOCES		0.00	78,541.00	78,541.00	39,270.50	0.00	39,270.50
232 AUTISM-SECONDARY (6:1:1)/MADISON BOCES		0.00	161,324.00	161,324.00	80,662.00	0.00	80,662.00
303 ART		263,042.90	8,895.33	271,938.23	191,215.03	56,582.90	24,140.30
305 GUIDANCE		280,537.00	-88,698.51	191,838.49	105,918.62	30,209.42	55,710.45
306 TECHNOLOGY		123,366.60	4,176.08	127,542.68	113,043.15	15,094.97	-595.44
308 PHYSICAL EDUCATION		79,432.00	173,291.18	252,723.18	169,278.76	26,880.35	56,584.07
310 NURSE PRACTITIONER		413,579.00	27,325.32	440,904.32	351,687.75	63,581.18	25,635.39
312 SCHOOL PHYSICIAN		65,439.24	0.00	65,439.24	52,344.00	13,086.00	9.24
313 SCHOOL PSYCHOLOGIST		363,356.25	36,018.43	399,374.68	374,286.59	67,746.73	-42,658.64
314 SCHOOL SOCIAL WORKER		424,460.00	-96,479.67	327,980.33	212,445.32	32,698.14	82,836.87
315 SPEECH IMPROVEMENT		632,178.00	70,811.37	702,989.37	589,020.69	111,087.46	2,881.22
316 VISUALLY IMPAIRED		123,808.12	-63,132.02	60,676.10	83,281.33	24,768.46	-47,373.69
317 COMPUTER INSTRUCTION		86,590.04	3,157.46	89,747.50	70,790.85	10,082.46	8,874.19
318 DEAF		149,979.01	-8,907.92	141,071.09	113,063.48	33,811.94	-5,804.33
321 PHYS. THERAPY		146,205.40	4,941.00	151,146.40	124,868.45	25,349.30	928.65
322 OCCUPATIONAL THERAPY		286,686.80	-73,640.68	213,046.12	183,690.27	29,471.62	-115.77
325 HOME ECONOMICS		207,733.00	-12,414.30	195,318.70	130,751.28	48,075.60	16,491.82
326 ENGLISH/SECOND LANG. INTSR.		735,352.80	-23,236.67	712,116.13	505,696.08	97,190.97	109,229.08

# ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 05/31/2023

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
332	CURRICULUM SUPERVISION COORDINATION	52,393.00	37,130.57	89,523.57	55,348.26	0.00	34,175.31
338	MUSIC TEACHER	299,959.40	-29,154.76	270,804.64	226,036.10	49,816.43	-5,047.89
345	SHARED BUSINESS OFFICIAL	0.00	117,799.00	117,799.00	99,493.23	0.00	18,305.77
346	AUDIOLOGY/OSWEGO BOCES	120,846.55	43,805.67	164,652.22	146,929.28	0.00	17,722.94
348	SCH SOCIAL WORKER/HFHO BOCES	0.00	369.60	369.60	0.00	0.00	369.60
349	SPEECH/HERKIMER BOCES	14,421.45	-14,421.45	0.00	0.00	0.00	0.00
350	OCC. THERAPY/HERK. BOCES	4,059.00	-4,059.00	0.00	0.00	0.00	0.00
352	TEACH. AIDE 1:/HERK. BOCES	30,800.00	-30,800.00	0.00	0.00	0.00	0.00
355	General Supervision	71,803.60	9,159.83	80,963.43	72,028.98	7,580.33	1,354.12
357	BILINGUAL/ESL ITINERANT MADISON BOCES	20,860.00	860.00	21,720.00	17,376.00	0.00	4,344.00
402	EXPLOR. ENRICHMENT/JEFF LEWIS BOCES	5,220.00	3,880.00	9,100.00	8,019.00	0.00	1,081.00
405	PERFORMING ARTS	114,364.25	281,987.68	396,351.93	332,208.97	52,514.60	11,628.36
408	ALTERNATIVE EDUCATION	4,618,576.21	1,528,516.42	6,147,092.63	4,871,736.67	1,135,803.83	139,552.13
410	HOSPITAL BASED/ONONDAGA BOCES	8,100.00	756.00	8,856.00	4,536.00	0.00	4,320.00
411	ALTERNATIVE H.S. EQUIV	59,859.84	110.16	59,970.00	59,057.84	20,386.67	-19,474.51
416	TUTORING/MONROE I BOCES	0.00	2,347.83	2,347.83	2,347.83	0.00	0.00
417	GED - EA - MADISON BOCES	141,657.80	2,553.78	144,211.58	110,738.26	0.00	33,473.32
420	REGIONAL PROGRAM EXCELLENCE	157,671.78	-54,402.63	103,269.15	145,926.85	8,274.87	-50,932.57
426	Distance Learning	42,352.00	568,473.29	610,825.29	331,091.49	0.00	279,733.80
428	SUMMER SCHOOL	751,867.11	-170,779.96	581,087.15	541,722.65	8,135.09	31,229.41
438	DISTANCE LEARNING	2,851,097.21	-584,248.39	2,266,848.82	1,388,929.82	223,899.43	654,019.57
461	DISTANCE LEARNING/CAPITAL REGION BOCES	0.00	9,517.50	9,517.50	5,710.50	1,903.50	1,903.50
479	DL SYNERGY VIRTUAL HS/CITI BOCES	92,000.00	-14,325.00	77,675.00	66,308.28	0.00	11,366.72
502	EDUCATIONAL COMMUNICATIONS	873,284.84	282,508.98	1,155,793.82	686,165.19	217,171.09	252,437.54
504	TECHNICAL REPAIR SERVICE	1,057,738.70	455,997.89	1,513,736.59	800,191.62	125,174.89	588,370.08
505	PRINTING	811,903.82	592,882.20	1,404,786.02	1,146,418.05	182,888.41	75,479.56
509	SCH. CURR/CAYUGA BOCES	25,239.96	8,490.87	33,730.83	30,141.50	0.00	3,589.33
510	LEARNING TECHNOLOGY	3,208,043.44	3,746,446.88	6,954,490.32	5,137,863.31	1,346,830.42	469,796.59
511	SCH. CURR./CAPITAL REGION	3,113.25	4,767.24	7,880.49	7,880.49	0.00	0.00
513	SCH CURR./FRANKLIN BOCES	0.00	2,538.00	2,538.00	0.00	2,538.00	0.00
514	MODEL SCHOOLS-MADISON BOCES	288,963.00	-21,314.03	267,648.97	213,958.04	0.00	53,690.93
515	COMMON LEARNING OBJ-MADISON BOCES	2,664,512.03	161,782.90	2,826,294.93	2,356,190.14	0.00	470,104.79
518	SCIENCE KITS	1,195,835.26	110,915.73	1,306,750.99	1,140,113.02	118,707.48	47,930.49
520	SCH CURR./MADISON BOCES	400.00	3,332.35	3,732.35	2,066.35	0.00	1,666.00
521	SCHOOL CURRICULUM IMPROVEMENT SERVICE	1,547,269.92	801,846.71	2,349,116.63	1,392,201.10	198,873.84	758,041.69
523	STRATEGIC PLNG./QUESTAR III BOCES	0.00	150.95	150.95	1,901.97	0.00	-1,751.02
532	SDP/ADMIN./GREATER SOUTH. TIER BOCES	0.00	5,000.00	5,000.00	3,750.00	0.00	1,250.00
535	SCH CURRIC/HERKIMER BOCES	0.00	3,237.80	3,237.80	3,237.80	0.00	0.00
537	STAFF DEV./CERT/PUTNAM BOCES	0.00	1,160.00	1,160.00	1,160.00	0.00	0.00
538	MODEL SCHOOLS	406,631.83	35,753.59	442,385.42	351,293.06	31,319.93	59,772.43



# ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 05/31/2023

Fiscal Year: 2023

## Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
542 SCH CURR/JEFF-LEWIS BOCES		0.00	0.00	0.00	1.98	0.00	-1.98
543 HRD/SFTWARE/OSWEGO BOCES		5,093.28	16,315.12	21,408.40	20,138.64	0.00	1,269.76
545 COMMUNITY SCHOOL RESOURCES		1,279,000.00	4,135,980.12	5,414,980.12	2,692,420.00	456,654.25	2,265,905.87
547 CDOS CREDENTIAL MGT SYS OSWEGO BOCES		2,817.47	-47.12	2,770.35	2,515.35	0.00	255.00
555 SUPERINTENDENT EVAL/ERIE 2 BOCES		0.00	2,177.00	2,177.00	1,904.88	0.00	272.12
560 CPSE		121,872.18	4,084.17	125,956.35	84,711.67	9,363.98	31,880.70
565 School/Curriculum Improvement Planning		0.00	6,600.00	6,600.00	5,940.00	0.00	660.00
574 SABA (SCHOOL AND BUSINESS ALLIANCE)		355,079.78	17,820.56	372,900.34	234,535.41	30,769.21	107,595.72
576 LIBRARY MEDIA SERVICE		715,567.27	125,696.23	841,263.50	632,572.41	114,635.32	94,055.77
578 LIBRARY AUTOMATION - MADISON BOCES		173,979.50	5,516.00	179,495.50	142,941.86	0.00	36,553.64
579 DIVERSITY EQUITY & INCL/TOMPKINS BOCES		0.00	1,050.00	1,050.00	945.00	0.00	105.00
601 COMPUTER SERVICES - MADISON BOCES		9,954,846.23	1,659,001.03	11,613,847.26	9,113,316.59	0.00	2,500,530.67
602 NEGOTIATIONS - MADISON BOCES		332,094.40	56,675.90	388,770.30	300,568.85	0.00	88,201.45
603 SCHOOL COMMUNICATIONS		730,504.53	98,524.64	829,029.17	487,138.15	67,598.20	274,292.82
604 CENTRAL BUSINESS OFFICE		301,953.72	190,189.11	492,142.83	446,508.57	37,458.85	8,175.41
607 STAFF DEVELOPMENT - BUS DRIVERS		0.00	3,965.00	3,965.00	4,250.00	1,337.50	-1,622.50
609 PLANNING SER: MANAGEMENT OCM BOCES		55,237.00	717.00	55,954.00	44,432.00	5,761.00	5,761.00
610 TELEPHONE INTERCONNECT		847,860.44	516,139.14	1,363,999.58	664,251.42	517,068.34	182,679.82
611 REGIONAL BUS MAINTENANCE-MADISON BOCES		187,000.00	16,231.85	203,231.85	164,016.64	0.00	39,215.21
612 HEALTH COORDINATION/HERKIMER BOCES		12,259.00	0.00	12,259.00	11,033.10	0.00	1,225.90
613 FACILITY SERVICES		115,815.00	988.61	116,803.61	92,467.93	15,759.57	8,576.11
615 POLICY PLANNING ERIE I		11,708.60	1,019.38	12,727.98	11,667.32	0.00	1,060.66
616 EMPLOYEE ASSISTANCE PROGRAM		26,072.00	0.00	26,072.00	19,429.13	2,428.67	4,214.20
617 TEACHER RECRUITING SERVICE		0.00	16,303.00	16,303.00	5,175.00	499.00	10,629.00
618 EMPLOYEE BENEFIT COORDINATION		194,577.45	-17,151.31	177,426.14	94,835.00	2,864.63	79,726.51
619 COOPERATIVE BIDDING-HERKIMER BOCES		25,500.00	-25,500.00	0.00	0.00	0.00	0.00
620 SAFETY COORDINATOR		734,634.89	211,336.52	945,971.41	536,583.13	145,485.72	263,902.56
621 COORDINATION OF INSURANCE MANAGEMENT		8,146.07	0.00	8,146.07	3,628.95	429.29	4,087.83
622 REGIONAL BUS RADIOS - MADISON BOCES		9,696.00	104.00	9,800.00	7,840.00	0.00	1,960.00
623 STATE AID PLANNING - QUESTAR III BOCES		43,415.00	-2,075.00	41,340.00	41,340.00	0.00	0.00
625 SUBSTITUTE TEACHER SERVICE		159,701.01	9,644.11	169,345.12	118,277.68	30,511.63	20,555.81
626 CENTRAL SCHOOL FOOD MANAGEMENT		676,626.80	31,287.10	707,913.90	640,585.97	80,501.07	-13,173.14
627 RECORDS RETENTION		106,362.96	31,235.45	137,598.41	66,301.58	6,009.04	65,287.79
628 TELECOMMUNICATIONS		338,328.18	240,779.43	579,107.61	217,333.33	188,124.96	173,649.32
631 COOPERATIVE BID/MAD. BOCES		17,843.72	43,512.28	61,356.00	49,084.80	0.00	12,271.20
632 HEALTH CARE COORD./DELAWARE BOC		20,796.00	2,173.00	22,969.00	20,672.10	0.00	2,296.90
633 GASB 45 PLNG/QUESTAR III		24,752.00	1,494.00	26,246.00	20,768.58	0.00	5,477.42
634 STAFF DEV BD OF ED - HERKIMER BOCES		13,302.00	2,820.11	16,122.11	13,879.92	0.00	2,242.19
636 GASB 45 PLANNING/CLINTON-ESSEX		3,990.00	13,090.00	17,080.00	14,166.00	0.00	2,914.00
637 FIXED ASSET INVENTORY/QUESTAR III		22,511.00	11,327.00	33,838.00	24,890.00	0.00	8,948.00

**ONEIDA HERKIMER MADISON BOCES**

Budget Status Report As Of: 05/31/2023

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
639	TRANSP./MADISON BOCES	1,521.00	2,415.00	3,936.00	2,682.38	0.00	1,253.62
640	DRUG TESTING/JEFF-LEWIS BOCES	19,851.00	874.00	20,725.00	17,708.50	0.00	3,016.50
641	ON-LINE APPL./PUTNAM BOCES	43,672.00	-470.00	43,202.00	34,561.60	0.00	8,640.40
646	MEDICAID REIMBURSEMENT/MADISON BOCES	38,014.04	-12,411.50	25,602.54	20,102.40	0.00	5,500.14
649	ACA COMPLIANCE/MADISON BOCES	15,896.00	92.00	15,988.00	12,790.40	0.00	3,197.60
650	TESTING - NYS ALT ADDMT-CAP REGION BOCES	79,800.00	570.00	80,370.00	66,975.00	6,697.51	6,697.49
651	SCRIC/BROOME BOCES	48,008.08	5,114.84	53,122.92	53,122.92	0.00	0.00
655	SPECIAL ED AID ASSISTANCE SVC	23,640.00	8,005.75	31,645.75	25,316.60	0.00	6,329.15
656	EMPLOYEE RELATIONS/ONC BOCES	17,524.00	351.00	17,875.00	16,087.50	1,787.50	0.00
657	PROJECT WORK/CAPITAL REGION BOCES	0.00	398.95	398.95	383.18	0.00	15.77
658	COOP BID/DCMO BOCES	0.00	23,942.02	23,942.02	21,353.90	0.00	2,588.12
659	TIER 4 ENHANCED/CAP REGION BOCES	0.00	195,542.20	195,542.20	154,254.18	20,651.91	20,636.11
660	EMPLOYEE ASSISTANCE/DCMO BOCES	2,922,402.65	7,963.86	7,963.86	7,167.48	0.00	796.38
701	OPERATIONS & MAINTENANCE	1,029,621.99	608,286.39	3,530,689.04	3,081,933.70	322,366.76	126,388.58
702	SPECIAL EDUCATION ADMINISTRATION	261,404.73	5,482.76	1,035,104.75	858,220.84	93,037.68	83,846.23
703	PROGRAM TRANSPORTATION	386,673.60	1,214.00	261,404.73	7,507.96	353,141.68	-99,244.91
704	CENTRAL SUPERVISION	287,569.61	-7,977.72	387,887.60	302,219.64	48,250.15	37,417.81
706	GENERAL ITINERANT SUPERVISION	58,370.00	26,280.00	279,591.89	134,286.44	7,066.46	138,238.99
707	TRANSITION PLANNING SERVICE	1,129,267.66	-225,286.56	903,981.10	706,333.92	89,267.87	108,379.31
708	TEACHING ASSISTANT	232,480.99	0.00	232,480.99	2,153.00	8,027.77	222,300.22
709	RESEARCH AND DEVELOPMENT	306,756.95	175,074.89	481,831.84	318,073.79	66,006.25	97,751.80
713	INFO & TECH SUPERVISION	865,139.00	74,009.06	939,148.06	680,672.50	131,711.95	126,763.61
715	Speech Therapy - Related Service	60,667.00	-461.46	60,205.54	28,181.09	6,192.14	25,832.31
716	Visually Impaired - Related Service	7,504.00	-3,845.80	3,658.20	2,968.67	0.00	689.53
718	Hearing Impaired - Related Service	190,310.00	41,713.00	232,023.00	166,731.26	31,859.41	33,432.33
720	PHYSICAL THERAPY - RELATED SERVICE	1,239,065.00	214,230.00	1,453,295.00	941,822.03	254,411.96	257,061.01
721	School Social Worker	325,846.00	-25,817.79	300,028.21	262,659.91	43,932.76	-6,564.46
722	Occupational Therapy						
<b>Total GENERAL FUND</b>		<b>80,551,736.13</b>	<b>19,311,904.43</b>	<b>99,863,640.56</b>	<b>72,491,149.22</b>	<b>11,085,250.68</b>	<b>16,287,240.66</b>

**ONEIDA HERKIMER MADISON BOCES**  
 Revenue Status Report As Of: 05/31/2023  
 Fiscal Year: 2023  
 Fund: C SCHOOL LUNCH FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date*	Anticipated Balance	Excess Revenue
791.000-1440-000	791.000	Sales of Type A Meals	200,000.00	0.00	200,000.00	1,235,671.79		1,035,671.79
791.000-1445-000	791.000	Other Food Sales-Invoices	100,000.00	0.00	100,000.00	102,419.65		2,419.65
791.000-2252-999	791.000	Est. for Carryover Encumbrance	0.00	371.51	371.51	371.51		
791.000-2401-000	791.000	Interest & Profits on Dep	4,000.00	0.00	4,000.00	0.00	4,000.00	
791.000-2650-000	791.000	Sale of Scrap,Waste & Excess	0.00	0.00	0.00	0.00		
791.000-2770-000	791.000	Other Unclassified Revenue	0.00	5,000.00	5,000.00	25,139.90		20,139.90
791.000-2770-001	791.000	Misc Revenue - Fees Collected	0.00	0.00	0.00	6,144.85		6,144.85
791.000-3190-000	791.000	State Aid - Lunch Program	6,105,381.82	0.00	6,105,381.82	3,428,183.00	2,677,198.82	
791.000-3190-001	791.000	Surplus Food/Wrthouse/Inv	250,000.00	0.00	250,000.00	0.00	250,000.00	
<b>791.000 Service Subtotal</b>			<b>6,659,381.82</b>	<b>5,371.51</b>	<b>6,664,753.33</b>	<b>4,797,930.70</b>	<b>2,931,198.82</b>	<b>1,064,376.19</b>
<b>Total SCHOOL LUNCH FUND</b>			<b>6,659,381.82</b>	<b>5,371.51</b>	<b>6,664,753.33</b>	<b>4,797,930.70</b>	<b>2,931,198.82</b>	<b>1,064,376.19</b>

**Selection Criteria**

Criteria Name: Shared: LUNCH EOM RPT Modified  
 As Of Date: 05/31/2023  
 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

Budget Status Report As Of: 05/31/2023

Fiscal Year: 2023

Fund: C SCHOOL LUNCH FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
791-2860-160	SCHOOL LUNCH SALARY	2,500,000.00	-30,000.00	2,470,000.00	1,871,565.42	0.00	598,434.58
791-2860-200	EQUIPMENT	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
791-2860-301	SUPPLIES - FOOD	2,000,000.00	0.00	2,000,000.00	1,962,755.99	500,688.12	-463,444.11
791-2860-302	SUPPLIES - OTHER	98,800.00	371.51	99,171.51	167,961.98	9,617.10	-78,407.57
791-2860-303	SURPL FOOD/WRHOUSE/INV	395,200.00	0.00	395,200.00	0.00	0.00	395,200.00
791-2860-307	SUPP- NY SCHL COOKBK PROJ	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00
791-2860-400	MISC CONTR	46,800.00	0.00	46,800.00	373,979.17	29,913.99	-357,093.16
791-2860-401	TRAVEL	3,500.00	0.00	3,500.00	1,869.76	0.00	1,630.24
791-2860-402	USE OF SCHOOL FACILITIES	655,000.00	0.00	655,000.00	0.00	0.00	655,000.00
791-2860-403	INSURANCE	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
791-2860-405	DEBIT CARD TRANS FEES	0.00	30,000.00	30,000.00	19,041.80	8,958.20	2,000.00
791-2860-490	BOCES SERVICES	0.00	0.00	0.00	148,356.46	0.00	-148,356.46
791-2860-801	ERS	192,500.00	0.00	192,500.00	113,820.48	0.00	78,679.52
791-2860-802	FICA	191,250.00	0.00	191,250.00	139,831.93	0.00	51,418.07
791-2860-803	WK COMP	93,750.00	0.00	93,750.00	70,183.78	0.00	23,566.22
791-2860-804	HEALTH INS	473,381.82	0.00	473,381.82	379,798.26	26,734.84	66,848.72
<b>791.000</b>	<b>SCHOOL LUNCH FUND - Service Subtotal</b>	<b>6,659,381.82</b>	<b>5,371.51</b>	<b>6,664,753.33</b>	<b>5,249,165.03</b>	<b>575,912.25</b>	<b>839,676.05</b>
<b>Total SCHOOL LUNCH FUND</b>		<b>6,659,381.82</b>	<b>5,371.51</b>	<b>6,664,753.33</b>	<b>5,249,165.03</b>	<b>575,912.25</b>	<b>839,676.05</b>

ONEIDA-HERKIMER-MADISON BOCES  
BUDGET ADJUSTMENTS  
May 2023 Report for July Meeting

Description	2022-2023 Adopted Budget	Adjustments per Contracts	07/31/22 Totals	08/01/22 Changes	09/30/22 Changes	10/01/22 Changes	11/30/22 Changes	12/31/22 Changes	01/31/23 Changes	02/28/23 Changes	03/31/23 Changes	04/30/23 Changes	05/31/23 Changes	Net Changes	Revised Budget
<b>A000 ADMINISTRATION</b>															
A001 Administration	3,936,839	14,656	3,951,495									266		266	3,951,761
A002 Rent & Capital Budgets	3,141,490		3,141,490		77,389									77,389	3,218,880
<b>A000 ADMINISTRATION TOTAL</b>	<b>7,078,329</b>	<b>14,656</b>	<b>7,092,985</b>		<b>77,389</b>							<b>266</b>		<b>77,656</b>	<b>7,170,641</b>
<b>A100 VOCATIONAL EDUCATION</b>															
A101 Occupational Education	7,724,893	355,416	8,080,309	310,432			35,000				(350,000)	(35,000)	5,175	(34,393)	8,045,916
A102 Adult Education	39,244		39,244												39,244
A103 Secondary Occ Ed./Madison BOCES	22,118		22,118					(11,059)				11,059			22,118
A107 Multi. Occupational Education	550,810	28,316	579,126				111,857	(12,711)				5,932		105,078	684,203
A109 Occup. Ed./Madison BOCES	28,662	(8,658)	20,004			10,002								10,002	30,006
<b>A100 VOCATIONAL EDUCATION TOTAL</b>	<b>8,365,727</b>	<b>375,073</b>	<b>8,740,801</b>	<b>310,432</b>		<b>10,002</b>	<b>146,857</b>	<b>(23,770)</b>			<b>(350,000)</b>	<b>(18,009)</b>	<b>5,175</b>	<b>80,686</b>	<b>8,821,487</b>
<b>A200 SPECIAL EDUCATION</b>															
A201 Special Class 8:1:1	7,086,115	424,452	7,510,567	5,225		(61,344)	541,231	21,491		1,782		131,645	6,422	707,796	8,218,363
A202 Intense Mang. Needs/Madison BOCES	59,454	1,890	61,344											(61,344)	
A203 Adjustment	1,181,716	(19,365)	1,162,351				317,056	22,070				69,936	(121,813)	287,249	1,449,601
A204 12:1:1	2,321,229	147,060	2,468,288				(65,095)	54,569				36,409	(70,859)	(44,976)	2,423,312
A205 Option II/Madison BOCES	443,845	83,264	527,109				67,382	(82,231)				(55,543)	(33,315)	(172,686)	354,422
A206 Transition Services	529,760	13,461	543,221			5,213	(25,489)	(2,439)		708		14,715	2,241	(17,249)	525,972
A209 Severely Handicapped	6,339,600	235,785	6,575,385				290,146	(16,646)				61,366	20,358	292,246	6,867,631
A214 Sundry Int.Mgt.Needs/Madison BOCES	496,003	(59,226)	436,777			(88,740)	871,673	215,766				23,541	277	1,111,257	3,285,953
A216 Spec.Ed./1:6:1	2,260,598	(85,902)	2,174,696												
A221 Staffing 6:1:1/Herkimer BOCES	90,000	(90,000)			50,339							(132,057)		25,838	25,838
A222 Autism Program/Madison BOCES	272,745	(41,126)	231,619											39,273	270,892
A223 1:8:1 PROGRAM/Jefferson-Lewis BOCES												(17,414)		14,799	14,799
A225 Elementary IMN/Madison BOCES	485,780	(78,499)	405,281			(3,402)	10,410	(4,549)						2,459	407,740
A228 Skills Dev-Elem (12:1:1)/Madison BOCES												78,541		78,541	78,541
A232 Autism-Secondary (6:1:1)/Madison BOCES												161,324		161,324	161,324
<b>A200 SPECIAL EDUCATION TOTAL</b>	<b>21,564,844</b>	<b>551,794</b>	<b>22,096,638</b>	<b>5,225</b>	<b>50,339</b>	<b>(217,253)</b>	<b>2,007,313</b>	<b>1,812</b>	<b>366,622</b>	<b>708</b>	<b>(13,115)</b>	<b>384,512</b>	<b>(168,632)</b>	<b>2,417,531</b>	<b>24,514,169</b>

VII B. 2.  
Approval of 2022-2023 Budget  
Adjustment Report, May  
July 12, 2023

Description	2022-2023 Adopted Budget	Adjustments per Contracts	07/31/22 Contract Totals	08/01/22		09/01/22		10/01/22		11/01/22		12/01/22		01/01/23		02/01/23		03/01/23		04/01/23		05/01/23		Net Changes	Revised Budget
				Changes	08/31/22	Changes	09/30/22	Changes	10/31/22	Changes	11/30/22	Changes	12/31/22	Changes	01/31/23	Changes	02/28/23	Changes	03/31/23	Changes	04/30/23	Changes	05/31/23		
A300 ITINERANTS																									
A303 Art	183,085	8,895	191,980																						191,930
A305 Guidance	297,801	(68,845)	228,956	(19,853)																					209,102
A306 Technology	82,534	4,176	86,710																						86,710
A308 Physical Education	42,594	2,917	45,511																						130,698
A310 Nurse Practitioner	386,040	13,869	399,909																						413,365
A312 School Physician	59,439		59,439																						59,439
A313 School Psychologist	263,338	11,337	274,674																						299,356
A314 School Social Worker	353,522	(60,221)	293,301	(36,259)																					257,042
A315 Speech Impaired	667,281	23,697	690,978	44,614																					735,592
A316 Visually Impaired	128,699	4,143	132,842	366																					65,567
A317 Computer Instruction	73,496	3,051	76,547																						76,547
A318 Hearing Impaired	156,309	5,302	161,611	(14,210)																					147,401
A321 Physical Therapy	153,110	4,782	157,892	160																					158,051
A322 Occupational Therapy	303,375	(74,861)	228,514	349																					229,734
A325 Home Economics	131,545	7,317	138,863																						119,131
A326 English/Second Language	657,043	26,042	683,085	(20,533)																					633,807
A332 Curriculum Supervision	52,393	9,526	61,919	1,407																					89,524
A337 Spanish		62,333	62,333	(62,333)																					-
A338 Music Teacher	158,612	(19,825)	138,787	37,320																					176,107
A345 Shared Business Official		10,124	10,124	5,656																					117,799
A346 Audiology/Oswego BOCES	120,847	4,713	125,559																						164,652
A348 Social Wkr/Herkimer BOCES																									370
A349 Speech/Herkimer BOCES	14,421	(14,421)	-																						-
A350 Therapy/Herkimer BOCES	4,059	(4,059)	-																						-
A352 TA 1:1/Herkimer BOCES	30,800	(30,800)	-																						-
A355 General Supervision	76,804	9,160	85,963																						85,963
A357 Bilingual/ESL Itinerant/Madison BOCES	20,860	860	21,720																						370
<b>A300 ITINERANTS TOTAL</b>	<b>4,417,956</b>	<b>(60,789)</b>	<b>4,357,167</b>	<b>(12,790)</b>	<b>25,268</b>	<b>14,328</b>	<b>19,313</b>	<b>145,078</b>	<b>104,724</b>	<b>3,414</b>	<b>7,045</b>	<b>5,701</b>	<b>112,442</b>	<b>4,469,609</b>											



Description	2022-2023		07/31/22		08/31/22		09/30/22		10/31/22		11/30/22		12/31/22		01/31/23		02/28/23		03/31/23		04/30/23		05/31/23		Net Changes	Revised Budget	
	Adopted Budget	Adjustments per Contracts	Contract Totals	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes			Changes
A560 Committee Preschool Special Ed	139,515	3,332	143,047																						143,047	6,600	
A565 School Curriculum/Erie 2 BOCES					6,600																				6,600	6,600	
A574 School and Business Alliance	341,518	6,748	348,266																						19,331	367,598	
A576 Library Services	744,775	107,942	852,717																						1,784	870,413	
A578 Library Automation/Madison BOCES	173,880	3,822	177,802		120	518																			1,694	179,496	
A579 Diversity Equity/Tompkins BOCES				1,050																					1,050	1,050	
<b>A500 INSTRUCTIONAL SUPPORT TOTAL</b>	<b>14,321,115</b>	<b>4,190,757</b>	<b>18,511,872</b>	<b>1,363,849</b>	<b>536,050</b>	<b>(11,331)</b>	<b>122,334</b>	<b>53,663</b>	<b>1,003,006</b>	<b>278,402</b>	<b>2,512,870</b>	<b>42,716</b>	<b>538,684</b>	<b>6,440,245</b>	<b>24,952,117</b>												
<b>A600 NON-INSTRUCTIONAL PROGRAMS</b>																											
A601 Computer Services/Madison BOCES	9,954,846	64,331	10,019,178		690,492	18,982	6,073																		82,823	11,613,847	
A602 Negotiations/Madison/Broome BOCES	332,094	32,463	364,558		4,368	231	861																		3,780	388,770	
A603 School Communications	512,972	(2,527)	510,445		(35,544)		98,493																		55,753	610,788	
A604 Central Business Office	318,647	205,134	523,780	(5,720)																					(7,723)	509,337	
A607 Staff Development Bus Drivers		315	315																						3,650	3,650	
A609 Energy Services/Onondaga BOCES	55,237	101	55,338		202																				414	55,954	
A610 Interconnect Telephone	827,630	415,055	1,242,685	2,034	(1,870)	6,602	63,197																		30,526	1,343,769	
A611 Bus Maint/Madison BOCES	187,000	(12,000)	175,000				9,120																		7,098	203,232	
A612 Health Coord /Herkimer BOCES	12,259		12,259																							12,259	12,259
A613 Facilities Service	52,932	989	53,921																							53,921	53,921
A615 Policy Planning/Erie 1	11,709	1,019	12,728																							12,728	12,728
A616 Employee Assistance Program	19,872		19,872																							19,872	19,872
A617 Teacher Recruiting Service																										16,303	16,303
A618 Employee Benefits Coordination																										14,780	14,780
A619 Cooperative Bldg/Herkimer BOCES	129,219	398	129,617																							1,523	131,140
A620 Safety/Asbestos/Struck/Fire Inspections	25,500	(25,500)																								-	-
A621 Liability Insurance Consortium	626,878	194,806	821,683	14,096	23,630	7,315	625	864	8,915																	79,133	900,816
A622 Regional Bus Radios/Madison BOCES	6,875		6,875																							6,875	6,875
A623 State AID Planning/Questar III BOCES	9,696	104	9,800																							9,800	9,800
A625 Substitute Calling Service	43,415		43,415		1,100																					(3,175)	40,240
A626 School Food Service	173,637	(6,155)	167,483		16,292																					16,292	183,774
A627 Records Retention	640,483	28,867	669,350																							1,910	671,260
A628 Telecommunications	103,680	31,235	134,915																							-	134,915
A631 Cooperative Bldg/Madison BOCES	304,507	243,992	548,499																							-	548,499
	17,844	43,512	61,356																							-	61,356



Description	2022-2023 Adopted Budget		Adjustments per Contract		07/31/22 Contract Totals		08/31/22 Changes		09/30/22 Changes		10/31/22 Changes		11/30/22 Changes		12/31/22 Changes		01/31/23 Changes		02/28/23 Changes		03/31/23 Changes		04/30/23 Changes		05/31/23 Changes		Net Changes		Revised Budget	
	Budget	Contracts	per	Contracts	Totals	07/31/22	08/31/22	09/30/22	10/31/22	11/30/22	12/31/22	01/31/23	02/28/23	03/31/23	04/30/23	05/31/23	Net	Changes	Budget	Revised										
A632 Health Care Coord./Delaware BOCES	20,796	1,617		1,617	22,413			556										556	22,969										22,969	
A633 GASB 45/Questar III BOCES	24,752	1,494		1,494	26,246													-	26,246										26,246	
A634 Staff Dev./Board/Herkimer BOCES	13,302				13,302							2,120				700		-	16,122										16,122	
A636 GASB 45/Clinton-Essex BOCES	3,890	13,090		13,090	17,080													-	17,080										17,080	
A637 Fixed Assets/Questar III BOCES	22,511	4,059		4,059	26,570									7,268				7,268	33,838										33,838	
A639 Transp./Madison BOCES	1,521	(1,205)		(1,205)	316			620	990	405	8	247						874	3,936										3,936	
A640 Drug Testing/Jeff-Lewis BOCES	19,851				19,851														20,725										20,725	
A641 On-Line Application/Putnam BOCES	43,672	(470)		(470)	43,202														43,202										43,202	
A646 Medicaid Reimburs./Madison BOCES	38,014	(10,668)		(10,668)	27,346														25,603										25,603	
A649 ACA Compliance/Madison BOCES	15,896	92		92	15,988		45												15,988										15,988	
A650 Testing-NYS Alt Addmt/Cap Region BOCES	79,800	525		525	80,325														80,370										80,370	
A651 SCRIP/Broome BOCES	48,008	1,977		1,977	49,985														49,985										49,985	
A655 Special Ed Aid Assistance Svc/Questar III BOCES	23,640	8,006		8,006	31,646														31,646										31,646	
A656 Employee Relations/ONC BOCES	17,524	351		351	17,875														17,875										17,875	
A657 Project Work/Cap Region BOCES										103									80,370										80,370	
A658 Coop Bk/DCMO BOCES		19,714		19,714	19,714			(297)		4,525									23,942										23,942	
A659 Tier 4 Enhance/Cap Region BOCES		143,262		143,262	143,262														195,542										195,542	
A660 Employee Assistance/DCMO BOCES								7,964											7,964										7,964	
<b>A600 NON-INSTRUCTIONAL SERVICES TOTAL</b>	<b>14,740,209</b>	<b>1,397,982</b>		<b>1,397,982</b>	<b>16,138,191</b>		<b>9,454</b>	<b>705,770</b>	<b>34,121</b>	<b>178,886</b>	<b>178,886</b>	<b>5,642</b>	<b>98,602</b>	<b>108,488</b>	<b>63,452</b>	<b>646,980</b>	<b>2,031,377</b>	<b>2,031,377</b>	<b>18,169,568</b>										<b>18,169,568</b>	
<b>A700 INTERNAL</b>																														
A701 Operations and Maintenance																														
A713 Infor and Technology Supervision																														
<b>A700 INTERNAL</b>																														
<b>TOTALS</b>	<b>80,551,736</b>	<b>7,745,298</b>		<b>7,745,298</b>	<b>88,297,034</b>		<b>962,322</b>	<b>1,478,004</b>	<b>40,680</b>	<b>2,490,672</b>	<b>216,560</b>	<b>432,757</b>	<b>2,828,652</b>	<b>611,839</b>	<b>1,073,853</b>	<b>11,566,607</b>	<b>11,566,607</b>	<b>11,566,607</b>	<b>99,863,641</b>										<b>99,863,641</b>	




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](mailto:smorris@oneida-boces.org)

VII B. 3.  
Approval of Contracts  
(Buyer) with other BOCES  
July 12, 2023

MEMORANDUM

To: Cooperative Board  
From: Patricia N. Kilburn, Ed. D.   
District Superintendent  
Date: June 26, 2023  
Subject: Approval of Oneida BOCES Contractee (Buyer) With Other BOCES  
2023-2024 Contracts  
Prepared by: Scott Morris

Background:

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

Discussion:

Contracts for services for the 2023-2024 school year are based on requests that were submitted to BOCES by component school districts and other BOCES on May 1, 2023. The contracts reflect the range of services provided by our BOCES such as Communication & Productivity, Instructional and Management Services. All contracts are signed by the President or Clerk of both Boards of Education. All adjustments in service throughout the year are additional adjustments to the original contract.

Recommendation:

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

**Oneida BOCES Contractee (Buyer) With Other BOCES**

Oswego BOCES	\$412,796.31	Initial contract for all BOCES services for 2023-2024 BOCES
Onondaga-Cort-Mad BOCES	67,051.00	
Cayuga-Onondaga BOCES	42,119.30	

Erie 1 BOCES	21,389.38
Otsego-Northern Catskills BOCES	18,411.00
Clinton-Essex-War-Wash BOCES	12,470.00
Tompkins-Seneca-Tioga BOCES	1,050.00

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 Oswego BOCES, Onondaga-Cortland-Madison BOCES, Cayuga-Onondaga BOCES, Erie 1 BOCES, Otsego-Northern Catskills BOCES, Clinton-Essex-Warren-Washington BOCES and Tompkins-Seneca-Tioga BOCES for the 2023-2024 school year.

SM:ct  
Attachments

**OSWEGO COUNTY BOCES**  
**179 COUNTY ROUTE 64**  
**MEXICO, NY 13114**

**Contract for Cooperative Educational Services**

THIS AGREEMENT made this 1st day of July, 2023 by and between the OSWEGO COUNTY BOCES, party of the first part, and Oneida-Madison-Herkimer BOCES, party of the second part.

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

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2023-24 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract	District Budget Code
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost				
<b>303.100 Itinerant Audiologist</b>									
Clinton CSD		0.8555	194,470.0000	PER FTE STAFF	0.00	166,369.09	0.00	166,369.09	2250.49
Holland-Patent CSD		0.2003	194,470.0000	PER FTE STAFF	0.00	38,952.34	0.00	38,952.34	2250.49
New Hartford CSD		0.1671	194,470.0000	PER FTE STAFF	0.00	32,495.94	0.00	32,495.94	2250.49
New York Mills UFSD		0.0239	194,470.0000	PER FTE STAFF	0.00	4,647.83	0.00	4,647.83	2250.49
Sauquoit Valley CSD		0.0222	194,470.0000	PER FTE STAFF	0.00	4,317.23	0.00	4,317.23	2250.49
Utica City Sd		0.1283	194,470.0000	PER FTE STAFF	0.00	24,950.50	0.00	24,950.50	2250.49
Waterville CSD		0.0793	194,470.0000	PER FTE STAFF	0.00	15,421.47	0.00	15,421.47	2250.49
Westmoreland CSD		0.0171	194,470.0000	PER FTE STAFF	0.00	3,325.44	0.00	3,325.44	2250.49
Whitesboro CSD		0.1368	194,470.0000	PER FTE STAFF	0.00	26,603.50	0.00	26,603.50	2250.49
<b>Subtotal for Service 303.100</b>						<b>317,083.34</b>	<b>0.00</b>	<b>317,083.34</b>	
<b>479.000 DL - Virtual HS (SYNERGY)</b>									
Brookfield CSD		1.0000	15,930.0000	Per Student	0.00	15,930.00	0.00	15,930.00	2110.49
Clinton CSD		2.0000	15,930.0000	Per Student	0.00	31,860.00	0.00	31,860.00	2110.49
New York Mills UFSD		1.0000	15,930.0000	Per Student	0.00	15,930.00	0.00	15,930.00	2110.49
Whitesboro CSD		1.0000	15,930.0000	Per Student	0.00	15,930.00	0.00	15,930.00	2110.49
<b>Subtotal for Service 479.000</b>						<b>79,650.00</b>	<b>0.00</b>	<b>79,650.00</b>	
<b>511.063 Audio Equip Batteries</b>									
New Hartford CSD		0.0000	0.0000	ACTUAL USE	31.48	31.48	0.00	31.48	2630.49
New York Mills UFSD		0.0000	0.0000	ACTUAL USE	31.48	31.48	0.00	31.48	2630.49
Waterville CSD		0.0000	0.0000	ACTUAL USE	31.48	31.48	0.00	31.48	2630.49
Whitesboro CSD		0.0000	0.0000	ACTUAL USE	125.91	125.91	0.00	125.91	2630.49
<b>Subtotal for Service 511.063</b>					<b>220.35</b>	<b>220.35</b>	<b>0.00</b>	<b>220.35</b>	

**Contract for Cooperative Educational Services**

<b>OSWEGO COUNTY BOCES</b>		School Year 2023-24	
Oneida-Madison-Herkimer BOCES			

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract	District Budget Code
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost				
511.090	NYS CDOS-SACC Credit Mgmt componen Ufica City Sd	1.0000	2,800.0000	Flat Fee	0.00	2,800.00	0.00	2,800.00	2630.49
515.020	CLO HARDWARE								
	Clinton CSD	0.0000	0.0000	ACTUAL USE	0.00	3,215.22	0.00	3,215.22	2630.49
	Waterville CSD	0.0000	0.0000	ACTUAL USE	0.00	6,907.20	0.00	6,907.20	2630.49
	Westmoreland CSD	0.0000	0.0000	ACTUAL USE	0.00	1,727.70	0.00	1,727.70	2630.49
	<b>Subtotal for Service 515.020</b>					<b>11,850.12</b>	<b>0.00</b>	<b>11,850.12</b>	
515.023	CLO SOFTWARE								
	Holland-Patent CSD	0.0000	0.0000	Actual Use	0.00	1,192.50	0.00	1,192.50	2630.49

OSWEGO COUNTY BOCES  
Oneida-Madison-Herkimer BOCES  
School Year 2023-24

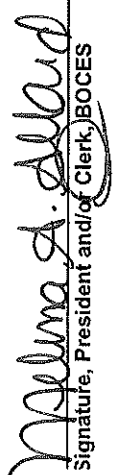
**Summary:**

<u>Total of Service Costs - All Funds:</u>	412,796.31	(Except 001/002)
<u>Capital Costs:</u>	0.00	(CoSer 002)
<u>Adm. &amp; Clerical Costs:</u>	0.00	(CoSer 001)
<u>Total Contract Costs:</u>	412,796.31	

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:  
10 Times per year.

In accordance with §1950, (4)(d)(3) of the New York State Education Law, the Uniform Cost Methodology contained herein is approved.

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

  
Signature, President and/or Clerk, BOCES

OSWEGO COUNTY BOCES  
(Party of the First Part)  
179 COUNTY ROUTE 64, MEXICO, NY, 13114  
(Post Office Address)

Oneida-Madison-Herkimer BOCES  
(Party of the Second Part)  
P.O. Box 70, New Hartford, NY, 13413  
(Post Office Address)

**ONONDAGA-CORTLAND-MADISON BOCES**  
6820 THOMPSON ROAD  
SYRACUSE, NY 13211

2023-24 initial AS-7 Contract

THIS AGREEMENT made this 1st day of July, 2023 by and between the ONONDAGA-CORTLAND-MADISON BOCES, party of the first part, and Oneida-Herkimer-Madison BOCES, party of the second part.

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

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2023-24 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			
<b>170.010 Hospital Based Instruction</b>								
Brookfield CSD		12.0000	108.0000	Per Hour	0.00	1,296.00	0.00	1,296.00
Holland-Patent CSD		20.0000	108.0000	Per Hour	0.00	2,160.00	0.00	2,160.00
Sauquoit Valley CSD		7.0000	108.0000	Per Hour	0.00	756.00	0.00	756.00
Jica City SD		43.0000	108.0000	Per Hour	0.00	4,644.00	0.00	4,644.00
	<b>Subtotal for Service 410.010</b>					<b>8,856.00</b>	<b>0.00</b>	<b>8,856.00</b>
<b>170.010 Gas/Electric Accounts</b>								
Brookfield CSD		1.0000	525.0000	Per Account	0.00	525.00	0.00	525.00
Clinton CSD		4.0000	525.0000	Per Account	0.00	2,100.00	0.00	2,100.00
Holland-Patent CSD		8.0000	525.0000	Per Account	0.00	4,200.00	0.00	4,200.00
New Hartford CSD		10.0000	525.0000	Per Account	0.00	5,250.00	0.00	5,250.00
New York Mills UFSD		4.0000	525.0000	Per Account	0.00	2,100.00	0.00	2,100.00
Oneida-Herkimer-Madison BOCES		3.0000	525.0000	Per Account	0.00	1,575.00	0.00	1,575.00
Oriskany CSD		5.0000	525.0000	Per Account	0.00	2,625.00	0.00	2,625.00
Remson CSD		2.0000	525.0000	Per Account	0.00	1,050.00	0.00	1,050.00
Sauquoit Valley CSD		5.0000	525.0000	Per Account	0.00	2,625.00	0.00	2,625.00
Jica City SD		32.0000	525.0000	Per Account	0.00	16,800.00	0.00	16,800.00
Waterville CSD		6.0000	525.0000	Per Account	0.00	3,150.00	0.00	3,150.00
Nestmoreland CSD		5.0000	525.0000	Per Account	0.00	2,625.00	0.00	2,625.00
Whitesboro CSD		18.0000	525.0000	Per Account	0.00	9,450.00	0.00	9,450.00
	<b>Subtotal for Service 670.010</b>					<b>54,075.00</b>	<b>0.00</b>	<b>54,075.00</b>
<b>170.030 Gas/Electric Low Use Meter</b>								
Brookfield CSD		3.0000	103.0000	Per Account	0.00	309.00	0.00	309.00
Clinton CSD		1.0000	103.0000	Per Account	0.00	103.00	0.00	103.00

ONONDAGA-CORTLAND-MADISON BOCES  
6820 THOMPSON ROAD  
SYRACUSE, NY 13211

2023-24 Initial AS-7 Contract

ONONDAGA-CORTLAND-MADISON BOCES	School Year 2023-24
Oneida-Herkimer-Madison BOCES	

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
40land-Patent CSD		4.0000	103.0000	Per Account	0.00	412.00	0.00	412.00
New Hartford CSD		7.0000	103.0000	Per Account	0.00	721.00	0.00	721.00
New York Mills UFSD		2.0000	103.0000	Per Account	0.00	206.00	0.00	206.00
Oriskany CSD		5.0000	103.0000	Per Account	0.00	515.00	0.00	515.00
Jitca City SD		8.0000	103.0000	Per Account	0.00	824.00	0.00	824.00
Westmoreland CSD		4.0000	103.0000	Per Account	0.00	412.00	0.00	412.00
Whitesboro CSD		6.0000	103.0000	Per Account	0.00	618.00	0.00	618.00
<b>Subtotal for Service 670.030</b>						<b>4,120.00</b>	<b>0.00</b>	<b>4,120.00</b>



ONONDAGA-CORTLAND-MADISON BOCES  
6820 THOMPSON ROAD  
SYRACUSE, NY 13211

ONONDAGA-CORTLAND-MADISON BOCES  
Oneida-Herkimer-Madison BOCES  
School Year 2023-24

Summary:

<u>Total of Service Costs - All Funds:</u>	67,051.00	<u>(Except 001/002)</u>
<u>Capital Costs:</u>	0.00	<u>(CoSer 002)</u>
<u>Adm. &amp; Clerical Costs:</u>	0.00	<u>(CoSer 001)</u>
<u>Total Contract Costs:</u>	67,051.00	

The party of the second part has approved the Service Unit Cost Methodologies used to calculate costs for each Service as reviewed and approved by the Superintendent of Schools, and has adopted a resolution to participate in the specific services marked above for the 2023-24 school year.

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

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

ONONDAGA-CORTLAND-MADISON BOCES      6820 THOMPSON ROAD, SYRACUSE, NY, 13211

Signature, President and/or Clerk, BOCES	(Party of the First Part)	(Post Office Address)
Oneida-Herkimer-Madison BOCES		PO Box 70, New Hartford, NY, 13413-0070
Signature, President and/or Clerk, Board of Education (As Authorized)	(Party of the Second Part)	(Post Office Address)

**CAYUGA - ONONDAGA BOCES**  
1879 WEST GENESEE ST ROAD  
AUBURN, NY 13021

**CONTRACT FOR COOPERATIVE EDUCATIONAL SERVICES 23-24**

THIS AGREEMENT made this 1st day of July, 2023 by and between the CAYUGA - ONONDAGA BOCES, party of the first part, and ONEIDA-MADISON-HERKIMER BOCES, party of the second part.

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

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2023-24 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			
<b>511.003 POSITIVITY PROJECT</b>								
	BROOKFIELD CSD	1.0000	3,995.0000	PER BUILDING	0.00	3,995.00	0.00	3,995.00
	CLINTON CSD	2.0000	3,995.0000	PER BUILDING	0.00	7,990.00	0.00	7,990.00
	NEW YORK MILLS UFSD	1.0000	3,995.0000	PER BUILDING	0.00	3,995.00	0.00	3,995.00
	ORISKANY CSD	2.0000	3,995.0000	PER BUILDING	0.00	7,990.00	0.00	7,990.00
	REMSON CSD	1.0000	3,995.0000	PER BUILDING	0.00	3,995.00	0.00	3,995.00
	SAUQUOIT VALLEY CSD	1.0000	3,995.0000	PER BUILDING	0.00	3,995.00	0.00	3,995.00
	WATERVILLE CSD	2.0000	3,995.0000	PER BUILDING	0.00	7,990.00	0.00	7,990.00
	<b>Subtotal for Service 511.003</b>					<b>39,950.00</b>	<b>0.00</b>	<b>39,950.00</b>
<b>511.500 SCHL/CURR ADMIN CHARGE</b>								
	BROOKFIELD CSD	1.0000	216.9300	PERCENTAGE	0.00	216.93	0.00	216.93
	CLINTON CSD	2.0000	216.9300	PERCENTAGE	0.00	433.86	0.00	433.86
	NEW YORK MILLS UFSD	1.0000	216.9300	PERCENTAGE	0.00	216.93	0.00	216.93
	ORISKANY CSD	2.0000	216.9300	PERCENTAGE	0.00	433.86	0.00	433.86
	REMSON CSD	1.0000	216.9300	PERCENTAGE	0.00	216.93	0.00	216.93
	SAUQUOIT VALLEY CSD	1.0000	216.9300	PERCENTAGE	0.00	216.93	0.00	216.93
	WATERVILLE CSD	2.0000	216.9300	PERCENTAGE	0.00	433.86	0.00	433.86
	<b>Subtotal for Service 511.500</b>					<b>2,169.30</b>	<b>0.00</b>	<b>2,169.30</b>

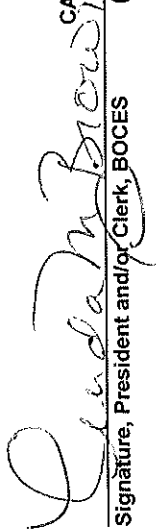
CAYUGA - ONONDAGA BOCES  
1879 WEST GENESEE ST ROAD  
AUBURN, NY 13021

CAYUGA - ONONDAGA BOCES  
ONEIDA-MADISON-HERKIMER BOCES  
School Year 2023-24

Summary:  
Total of Service Costs - All Funds: 42,119.30 (Except 001/002)  
Capital Costs: 0.00 (CoSer 002)  
Adm. & Clerical Costs: 0.00 (CoSer 001)  
Total Contract Costs: 42,119.30

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:  
10 Times per year

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

  
Signature, President and/or Clerk, BOCES (Party of the First Part)  
CAYUGA - ONONDAGA BOCES  
1879 WEST GENESEE ST ROAD, AUBURN, NY, 13021-  
(Post Office Address)

ONEIDA-MADISON-HERKIMER BOCES  
PO BOX 70, NEW HARTFORD, NY, 13413-  
Signature, President and/or Clerk, Board of Education (As Authorized) (Party of the Second Part)  
(Post Office Address)

ERIE 1 BOCES  
355 HARLEM RD  
WEST SENECA, NY 14224-1892

INITIAL AS 7 CONTRACT 2023-2024

THIS AGREEMENT made this 1st day of July, 2023 by and between the ERIE 1 BOCES, party of the first part, and ONEIDA-HERKIMER-MADISON BOCES, party of the second part.

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

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2023-24 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	District Budget Code
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost		
HOLLAND-PATENT CSD 659.010 ESSENTIAL ANALYTICS-FRONTLINE		0.0000	0.0000	AS BILLED	13,289.38	13,289.38	2060.49
<b>Total Services Selected -HOLLAND-PATENT CSD</b>							
ONEIDA-HERKIMER-MADISON BOCES 454.895 DL CONTRACT CONSORTIUM		1.0000	2,400.0000	EACH	0.00	2,400.00	2110.49
550.895 INSTRUCTIONAL BIDDING POOLED FUND		1.0000	5,700.0000	EACH	0.00	5,700.00	2630.49
<b>Total Services Selected -ONEIDA-HERKIMER-MAI</b>							
					<b>8,100.00</b>		

ERIE 1 BOCES  
355 HARLEM RD  
WEST SENECA, NY 14224-1892

ERIE 1 BOCES  
ONEIDA-HERKIMER-MADISON BOCES  
School Year 2023-24

Summary:  
Total of Service Costs - All Funds:  
Capital Costs: 21,389.38 (Except 001/002)  
Adm. & Clerical Costs: 0.00 (CoSer 002)  
Total Contract Costs: 0.00 (CoSer 001)  
21,389.38

The party of the second part hereby agrees to pay the total contract cost to the party of the first part

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

*[Signature]*  
Signature, President and/or Clerk, BOCES  
ERIE 1 BOCES  
355 HARLEM RD, WEST SENECA, NY, 14224-1892  
(Party of the First Part) (Post Office Address)

ONEIDA-HERKIMER-MADISON BOCES  
P.O. 70, 4747 MIDDLE SETTLEMENT ROAD, NEW HARTFORD, NY, 13413  
Signature, President and/or Clerk, Board of Education (As Authorized) (Post Office Address)

**Otsego-Northern Catskills BOCES**  
**PO Box 382**  
**2020 Jump Brook Road**  
**Grand Gorge, NY 12434**

**Contract for Cooperative Educational Services**

THIS AGREEMENT made this 1st day of July, 2023 by and between the Otsego-Northern Catskills BOCES, party of the first part, and ONEIDA-HERKIMER-MADISON BOCES, party of the second part.

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

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2023-24 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract			Initial Contract
		Quantity/ Share	Unit Cost	Current Fixed Cost	
REMSSEN CSD					
631.010	EMPLOYEE RELATIONS	1.0000	18,411.0000	PER DISTRICT	18,411.00
<b>Total Services Selected -REMSSEN CSD</b>					<b>18,411.00</b>

Otsego-Northern Catskills BOCES  
PO Box 382  
2020 Jump Brook Road  
Grand Gorge, NY 12434

Otsego-Northern Catskills BOCES  
ONEIDA-HERKIMER-MADISON BOCES

School Year 2023-24

<u>Summary:</u>	
<u>Total of Service Costs - All Funds:</u>	18,411.00 (Except 001/002)
<u>Capital Costs:</u>	0.00 (CoSer.002)
<u>Adm. &amp; Clerical Costs:</u>	0.00 (CoSer.001)
<u>Total Contract Costs:</u>	18,411.00

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:  
10 Times per year

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

  
Signature, President and/or Clerk, BOCES

Otsego-Northern Catskills BOCES  
(Party of the First Part)

PO Box 382, 2020 Jump Brook Road, Grand Gorge, NY, 12434  
(Post Office Address)

ONEIDA-HERKIMER-MADISON BOCES  
(Party of the Second Part)

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

**CLINTON ESSEX WARREN WASHINGTON BOCES**  
**P.O. BOX 455**  
**1585 MILITARY TURNPIKE**  
**PLATTSBURGH, NY 12901-0455**

**Contract for Cooperative Educational Services**

THIS AGREEMENT effective on the 1st day of July, 2023 by and between the CLINTON ESSEX WARREN WASHINGTON BOCES, party of the first part, and ONEIDA-HERKIMER-MADISON BOCES, party of the second part.

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

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2023-24 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract			Current Contract
		Quantity/ Share	Unit Cost	Current Fixed Cost	
<b>BROOKFIELD CSD</b>					
655.000	GASB 75 PLNG & VALUATION - BASE FE	1.0000	1,030.0000 Per District	0.00	1,030.00
655.010	GASB 75 PLNG & VALUATION-ACTUARIAL	0.0000	0.0000 ACTUARIAL FEE	1,020.00	1,020.00
	<b>Total Services Selected -BROOKFIELD CSD</b>				<b>2,050.00</b>
<b>NEW HARTFORD CSD</b>					
655.000	GASB 75 PLNG & VALUATION - BASE FE	1.0000	1,030.0000 Per District	0.00	1,030.00
655.010	GASB 75 PLNG & VALUATION-ACTUARIAL	0.0000	0.0000 ACTUARIAL FEE	7,340.00	7,340.00
	<b>Total Services Selected -NEW HARTFORD CSD</b>				<b>8,370.00</b>
<b>UTICA CITY SD</b>					
655.000	GASB 75 PLNG & VALUATION - BASE FE	1.0000	1,030.0000 Per District	0.00	1,030.00
655.010	GASB 75 PLNG & VALUATION-ACTUARIAL	0.0000	0.0000 ACTUARIAL FEE	1,020.00	1,020.00
	<b>Total Services Selected -UTICA CITY SD</b>				<b>2,050.00</b>




CLINTON ESSEX WARREN WASHINGTON BOCES  
P.O. BOX 455  
1585 MILITARY TURNPIKE  
PLATTSBURGH, NY 12901-0455

CLINTON ESSEX WARREN WASHINGTON BOCES  
ONEIDA-HERKIMER-MADISON BOCES  
School Year 2023-24

Summary:

<u>Total of Service Costs - All Funds:</u>	12,470.00	<u>[Except 001/002]</u>
<u>Capital Costs:</u>	0.00	<u>[CoSer 002]</u>
<u>Adm. &amp; Clerical Costs:</u>	0.00	<u>[CoSer 001]</u>
<u>Total Contract Costs:</u>	12,470.00	

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: 1/12th per month, except bill as used services which will be billed and paid 100% monthly.  
This contract shall not be valid or binding until it is approved by the Commissioner of Education. IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

 Signature, District Clerk, BOCES	CLINTON ESSEX WARREN WASHINGTON BOCES (Party of the First Part)	P.O. BOX 455, 1585 MILITARY TURNPIKE, PLATTSBURGH, NY, 12901-0455 (Post Office Address)
 Signature, President and/or Clerk, Board of Education (As Authorized)	ONEIDA-HERKIMER-MADISON BOCES (Party of the Second Part)	PO BOX 70, 4747 MIDDLE SETTLEMENT RAOD, NEW HARTFORD, NY, 13413-0070 (Post Office Address)

Please return signed form to BOCES Treasurer, PO Box 455, Plattsburgh, NY 12901, myers\_christine@cves.org. Any questions, please contact Christine Myers at (518) 561-0100x221.

**TOMPKINS-SENECA-TIOGA BOCES**  
555 Warren Road  
Ithaca, NY 14850

**Contract for Cooperative Educational Services**

THIS AGREEMENT made this 1st day of July, 2023 by and between the TOMPKINS-SENECA-TIOGA BOCES, party of the first part, and ONEIDA-MADISON-HERKIMER BOCES, party of the second part.

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

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2023-24 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	Current Fixed Cost			
579.010	DIVERSITY, EQUITY, & INCLUSION DIST NEW HARTFORD CSD	0.0000	0.0000	FIXED COST	0.00	1,050.00	1,050.00

TOMPKINS-SENECA-TIOGA BOCES  
555 Warren Road  
Ithaca, NY 14850

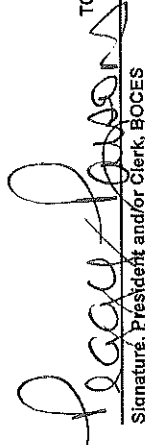
TOMPKINS-SENECA-TIOGA BOCES  
ONEIDA-MADISON-HERKIMER BOCES  
School Year 2023-24

Summary:

Total of Service Costs - All Funds: 1,050.00 [Except 001/002]  
Capital Costs: 0.00 [CoSer 002]  
Adm. & Clerical Costs: 0.00 [CoSer 001]  
Total Contract Costs: 1,050.00

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:  
10 Times per year

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

  
Signature, President and/or Clerk, BOCES (Party of the First Part) 555 Warren Road, Ithaca, NY, 14850  
(Post Office Address)

ONEIDA-MADISON-HERKIMER BOCES P.O. BOX 70, NEW HARTFORD, NY, 13413-  
Signature, President and/or Clerk, Board of Education (As Authorized) (Party of the Second Part)  
(Post Office Address)




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

VII B. 4.  
 Approval of Contracts  
 (Seller) with other BOCES  
 July 12, 2023

**Scott Morris**  
*Assistant Superintendent for Support Services*  
 T: 315.793.8566  
 F: 315.793.8652  
[smorris@oneida-boces.org](mailto:smorris@oneida-boces.org)

MEMORANDUM

To: Cooperative Board

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

Date: June 26, 2023

Subject: Approval of Oneida BOCES Contractor (Seller) With Other BOCES  
 2023-2024 Contracts

Prepared by: Scott Morris

Background:

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

Discussion:

Contracts for services for the 2023-2024 school year are based on requests that were submitted to BOCES by component school districts, and other BOCES on May 1, 2023. The contracts reflect the range of services provided by BOCES such as Occupational Education, Special Education Students, Instructional and Management Services. All contracts are signed by the President or Clerk of both Boards of Education. All adjustments in service throughout the year are additional adjustments to the original contract.

Recommendation:

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

**Oneida BOCES Contractor (Seller) With Other BOCES**

Jefferson-Lewis BOCES	\$385,551.06	Initial contract for all BOCES services for 2023-24 including coop. music, sub call, science kits, model schools, NP, sch. Physician med. dir., distance learning, ed. comm., LOTE, AV repair, micro comp repair, interconnect, EA, record retention, telecommunications
Hamilton-Fulton-Mont BOCES	113,205.51	
Cayuga-Onondaga BOCES	24,891.00	
Delaware-Chen-Mad-Ots BOCES	8,780.00	
Washington-S-W-H-E BOCES	5,455.08	
Ulster BOCES	430.50	
Monroe 2 BOCES	250.00	

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

Resolution:

That the Cooperative Board approves the contract between Oneida-Herkimer-Madison and Jefferson-Lewis BOCES, Hamilton-Fulton-Montgomery BOCES, Cayuga-Onondaga BOCES, Delaware-Chenango-Madison-Otsego BOCES, Washington-Saratoga-Warren-Hamilton-Essex BOCES, Ulster BOCES and Monroe 2 BOCES for the 2023-2024 school year.

SM:ct

Attachments

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

Contract for Cooperative Educational Services

THIS AGREEMENT made this 1st day of July, 2023 by and between the ONEIDA HERKIMER MADISON BOCES, party of the first part, and JEFFERSON-LEWIS-ONE-HAM BOCES, party of the second part.

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

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2023-24 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			
310.010	NURSE PRACTITIONER ADIRONDACK CSD	0.0000	127,029.0000	PER FTE	0.00	50,811.60	-50,811.60	0.00
312.010	MEDICAL DIRECTOR ADIRONDACK CSD	0.0000	1,963.7000	DOSHS DIRECTOR	0.00	1,963.70	-1,963.70	0.00
312.020	SCHOOL PHYSICIAN ADIRONDACK CSD	0.0000	1,054.5300	PHYS CONSULTANT	0.00	4,218.12	-4,218.12	0.00
326.010	ENGLISH/SECOND LANG. INTSR. ADIRONDACK CSD	0.0000	105,011.0000	PER FTE	0.00	63,006.60	-63,006.60	0.00
438.015	DL WEB BASED INSTRUCTION CARTHAGE CSD	0.0000	0.0000	USAGE	9,960.00	9,960.00	0.00	9,960.00
	JEFFERSON-LEWIS-ONE-HAM BOCES	0.0000	0.0000	USAGE	912.00	912.00	0.00	912.00
	SOUTH LEWIS CSD	0.0000	0.0000	USAGE	2,360.00	2,360.00	0.00	2,360.00
	THOUSAND ISLANDS CSD	0.0000	0.0000	USAGE	4,000.00	1,200.00	2,800.00	4,000.00
	Subtotal for Service 438.015				14,432.00	2,800.00	2,800.00	17,232.00
438.030	CHINESE ADIRONDACK CSD	1.0000	12,529.3700	PER CLASS	0.00	37,588.11	-25,058.74	12,529.37
502.010	EDUCATIONAL COMMUN TOWN OF WEBB UFSD	217.0000	22.5400	Per RWADA	0.00	4,891.18	0.00	4,891.18

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

Contract for Cooperative Educational Services

ONEIDA HERKIMER MADISON BOCES	School Year 2023-24
JEFFERSON-LEWIS-ONE-HAM BOCES	

Program/ Serial No.	Service	Basis for Current Contract			Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis			
502.020	COOP MUSIC SHARING						
	COPENHAGEN CSD	409.0000	1.0800	PER RWADA	441.72	0.00	441.72
	GENERAL BROWN CSD	1,410.0000	1.0800	PER RWADA	1,522.80	0.00	1,522.80
	LA FARGEVILLE CSD	496.0000	1.0800	PER RWADA	535.68	0.00	535.68
	THOUSAND ISLANDS CSD	853.0000	1.0800	PER RWADA	921.24	0.00	921.24
	TOWN OF WEBB UFSD	217.0000	1.0800	PER RWADA	234.36	0.00	234.36
	<b>Subtotal for Service 502.020</b>				<b>3,655.80</b>	<b>0.00</b>	<b>3,655.80</b>
504.010	AUDIOVISUAL REPAIR						
	TOWN OF WEBB UFSD	6.2500	87.0000	PER HOUR	543.75	0.00	543.75
504.020	MICRO COMP REPAIR						
	TOWN OF WEBB UFSD	3.0000	87.0000	PER HOUR	261.00	0.00	261.00
504.030	MUSICAL INST REPAIR						
	TOWN OF WEBB UFSD	14.0000	74.0000	PER HOUR	1,036.00	0.00	1,036.00
518.010	SCIENCE KITS						
	ADIRONDACK CSD	1,187.0000	15.6000	PER RWADA	18,517.20	0.00	18,517.20
	CARTHAGE CSD	2,893.0000	15.6000	PER RWADA	45,130.80	0.00	45,130.80
	SOUTH LEWIS CSD	957.0000	15.6000	PER RWADA	14,929.20	0.00	14,929.20
	TOWN OF WEBB UFSD	217.0000	15.6000	PER RWADA	3,385.20	0.00	3,385.20
	<b>Subtotal for Service 518.010</b>				<b>81,962.40</b>	<b>0.00</b>	<b>81,962.40</b>
521.030	REGIONAL SCORING						
	ADIRONDACK CSD	787.0000	12.0000	PER TEST	9,444.00	0.00	9,444.00
	SOUTH LEWIS CSD	659.0000	12.0000	PER TEST	7,908.00	0.00	7,908.00
	<b>Subtotal for Service 521.030</b>				<b>17,352.00</b>	<b>0.00</b>	<b>17,352.00</b>
545.010	COMMUNITY SCHOOL RESOURCES						
	ADIRONDACK CSD	0.0000	0.0000	X-CONTRACT	170,887.50	0.00	170,887.50

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

Contract for Cooperative Educational Services

ONEIDA HERKIMER MADISON BOCES JEFFERSON-LEWIS-ONE-HAM BOCES	School Year 2023-24
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Program/ Serial No.	Service	Basis for Current Contract			Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis			
545.011	COMMUNITY SCH RESOURCES ADMIN ADIRONDACK CSD	0.0000	0.0000	X-CONTRACT	26,643.75	0.00	26,643.75
545.015	COMMUNITY SCHOOLS CFLR ADIRONDACK CSD	0.4000	68,250.0000	PER FTE	95,550.00	-68,250.00	27,300.00
610.010	TELEPHONE & SERVICE CHARGES TOWN OF WEBB UFSD	217.0000	4.3200	PER RWADA +TELE	10,937.44	0.00	10,937.44
616.010	EMPLOYEE ASSISTANCE TOWN OF WEBB UFSD	74.0000	14.0000	PER EMPLOYEE	1,036.00	0.00	1,036.00
625.010	SUB CALL. ADIRONDACK CSD	125.0000	70.3000	TEACHER/+BASE D	9,282.87	0.00	9,282.87



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

School Year 2023-24

ONEIDA HERKIMER MADISON BOCES  
JEFFERSON-LEWIS-ONE-HAM BOCES

Summary:

<u>Total of Service Costs - All Funds:</u>	385,551.06	(Except 001/002)
<u>Capital Costs:</u>	0.00	(CoSer 002)
<u>Adm. &amp; Clerical Costs:</u>	0.00	(CoSer 001)
<u>Total Contract Costs:</u>	385,551.06	

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

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

ONEIDA HERKIMER MADISON BOCES	PO BOX 70, 4747 MIDDLE SETTLEMENT ROAD, NEW HARTFORD, NY, 13413-0070
Signature, President and/or Clerk, BOCES	(Party of the First Part)

JEFFERSON-LEWIS-ONE-HAM BOCES	20104 NYS ROUTE 3, WATERTOWN, NY, 13601
Signature, President and/or Clerk, Board of Education (As Authorized)	(Party of the Second Part)

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

Contract for Cooperative Educational Services

THIS AGREEMENT made this 1st day of July, 2023 by and between the ONEIDA HERKIMER MADISON BOCES, party of the first part, and HAMILTON-FULTON-MONT BOCES, party of the second part.

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

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2023-24 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			
502.020	COOP MUSIC SHARING							
	AMSTERDAM CITY SD	3,586.0000	1.0800	PER RWADA	0.00	3,872.88	0.00	3,872.88
	BROADALBIN-PERTH CSD	1,681.0000	1.0800	PER RWADA	0.00	1,815.48	0.00	1,815.48
	ONEIDA-FULTONVILLE CSD	1,245.0000	1.0800	PER RWADA	0.00	1,344.60	0.00	1,344.60
	FORT PLAIN CSD	769.0000	1.0800	PER RWADA	0.00	830.52	0.00	830.52
	FLOWERSVILLE CENTRAL SCHOOL DISTRICT	2,554.0000	1.0800	PER RWADA	0.00	2,758.32	0.00	2,758.32
	LAKE PLEASANT CSD	65.0000	1.0800	PER RWADA	0.00	70.20	0.00	70.20
	MAYFIELD CSD	842.0000	1.0800	PER RWADA	0.00	909.36	0.00	909.36
	NORTHVILLE CSD	420.0000	1.0800	PER RWADA	0.00	453.60	0.00	453.60
	WELLS CSD	135.0000	1.0800	PER RWADA	0.00	145.80	0.00	145.80
	Subtotal for Service 502.020					12,200.76	0.00	12,200.76
45.011	COMMUNITY SCH RESOURCES ADMIN							
	FORT PLAIN CSD	0.0000	0.0000	X-CONTRACT	834.75	834.75	0.00	834.75
	OHNSTOWN CITY SD	0.0000	0.0000	X-CONTRACT	8,347.50	8,347.50	0.00	8,347.50
	Subtotal for Service 545.011					9,182.25	0.00	9,182.25
45.021	COMMUNITY SCHOOLS ICAN							
	FORT PLAIN CSD	0.1000	83,475.0000	PER FTE	0.00	8,347.50	0.00	8,347.50
	OHNSTOWN CITY SD	1.0000	83,475.0000	PER FTE	0.00	83,475.00	0.00	83,475.00
	Subtotal for Service 545.021					91,822.50	0.00	91,822.50

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

ONEIDA HERKIMER MADISON BOCES  
HAMILTON-FULTON-MONT BOCES  
School Year 2023-24

Summary:

Total of Service Costs - All Funds:	113,205.51	(Except 001/002)
Capital Costs:	0.00	(CoSer 002)
Adm. & Clerical Costs:	0.00	(CoSer 001)
Total Contract Costs:	113,205.51	

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

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

ONEIDA HERKIMER MADISON BOCES  
(Party of the First Part)

Signature, President and/or Clerk, BOCES

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

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

2755 STATE HIGHWAY 67, JOHNSTOWN, NY, 12095  
(Post Office Address)

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

Contract for Cooperative Educational Services

THIS AGREEMENT made this 1st day of July, 2023 by and between the ONEIDA HERKIMER MADISON BOCES, party of the first part, and CAYUGA-ONONDAGA BOCES, party of the second part.

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

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2023-24 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			
438.015 DL WEB BASED INSTRUCTION CAYUGA-ONONDAGA BOCES		0.0000	0.0000	USAGE	24,891.00	0.00	24,891.00	

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

ONEIDA HERKIMER MADISON BOCES  
CAYUGA-ONONDAGA BOCES

School Year 2023-24

Summary:

Total of Service Costs - All Funds:

24,891.00 (Except 001/002)

Capital Costs:

0.00 (CoSer.002)

Adm. & Clerical Costs:

0.00 (CoSer.001)

Total Contract Costs:

24,891.00

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

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

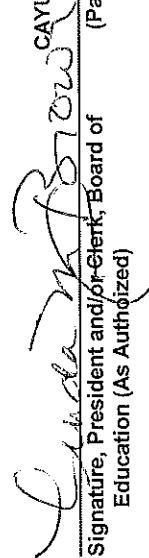
ONEIDA HERKIMER MADISON BOCES

PO BOX 70, 4747 MIDDLE SETTLEMENT ROAD, NEW HARTFORD, NY, 13413-0070

Signature, President and/or Clerk, BOCES

(Party of the First Part)

(Post Office Address)

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

CAYUGA-ONONDAGA BOCES

1879 WEST GENESEE STREET, AUBURN, NY, 13021

(Party of the Second Part)

(Post Office Address)

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

Contract for Cooperative Educational Services

THIS AGREEMENT made this 1st day of July, 2023 by and between the ONEIDA HERKIMER MADISON BOCES, party of the first part, and DELAWARE-CHEN-MAD-OTSEGO BOCES, party of the second part.

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

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2023-24 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			
438.015	DL WEB BASED INSTRUCTION DELAWARE-CHEN-MAD-OTSEGO BOCES	0.0000	0.0000	USAGE	5,000.00	0.00	5,000.00 ✓	
521.030	REGIONAL SCORING SHERBURNE-EARLVILLE CSD	315.0000	12.0000	PER TEST	3,780.00	0.00	3,780.00 ✓	

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

ONEIDA HERKIMER MADISON BOCES  
DELAWARE-CHEN-MAD-OTSEGO BOCES  
School Year 2023-24

Summary:

Total of Service Costs - All Funds:	8,780.00	(Except 001/002)
Capital Costs:	0.00	(CoSer 002)
Adm. & Clerical Costs:	0.00	(CoSer 001)
Total Contract Costs:	8,780.00	

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

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

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

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

*Robin Wicksten*  
Signature, President and/or Clerk Board of Education (As Authorized)

DELAWARE-CHEN-MAD-OTSEGO BOCES  
6678 COUNTY ROAD 32, NORWICH, NY, 13815-3554

(Party of the Second Part)

(Post Office Address)

(Post Office Address)

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

Contract for Cooperative Educational Services



THIS AGREEMENT made this 1st day of July 2023 by and between the ONEIDA HERKIMER MADISON BOCES, party of the first part, and WASHINGTON-SARATOGA-WARREN-HAM-ESSX BOCE, party of the second part.

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

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2023-24 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost				
502.020	COOP MUSIC SHARING								
	ARGYLE CSD	463.0000	1.0800	PER RWADA	0.00	500.04	0.00	500.04	
	BOLTON CSD	0.0000	1.0800	PER RWADA	0.00	193.32	-193.32	0.00	
	FORT EDWARD UFSD	444.0000	1.0800	PER RWADA	0.00	479.52	0.00	479.52	
	GALWAY CSD	800.0000	1.0800	PER RWADA	0.00	864.00	0.00	864.00	
	GLENS FALLS CITY SD	2,022.0000	1.0800	PER RWADA	0.00	2,183.76	0.00	2,183.76	
	MINERVA CSD	99.0000	1.0800	PER RWADA	0.00	106.92	0.00	106.92	
	NEWCOMB CSD	68.0000	1.0800	PER RWADA	0.00	73.44	0.00	73.44	
	NORTH WARREN CSD	493.0000	1.0800	PER RWADA	0.00	532.44	0.00	532.44	
	SCHUYLERVILLE CSD	0.0000	1.0800	PER RWADA	0.00	1,638.36	-1,638.36	0.00	
	WARRENSBURG CSD	662.0000	1.0800	PER RWADA	0.00	714.96	0.00	714.96	
	<b>Subtotal for Service 502.020</b>					<b>7,286.76</b>	<b>-1,831.68</b>	<b>5,455.08</b>	



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

ONEIDA HERKIMER MADISON BOCES  
WASHINGTON-SARATOGA-WARREN-HAM-ESSX BOCE  
School Year 2023-24

Summary:

Total of Service Costs - All Funds:	5,455.08	(Except.001/002)
Capital Costs:	0.00	(CoSer 002)
Adm. & Clerical Costs:	0.00	(CoSer 001)
Total Contract Costs:	5,455.08	

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

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

Signature, President and/or Clerk, BOCES	ONEIDA HERKIMER MADISON BOCES	PO BOX 70, 4747 MIDDLE SETTLEMENT ROAD, NEW HARTFORD, NY, 13413-0070
	(Party of the First Part)	(Post Office Address)
Signature, President and/or Clerk, Board of Education (As Authorized)	WASHINGTON-SARATOGA-WARREN-HAM-ESSX BOCE	10 LACROSSE STREET, SUITE 6, HUDSON FALLS, NY, 12839
	(Party of the Second Part)	(Post Office Address)

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

Contract for Cooperative Educational Services

THIS AGREEMENT made this 1st day of July, 2023 by and between the ONEIDA HERKIMER MADISON BOCES, party of the first part, and ULSTER BOCES, party of the second part.

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

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2023-24 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
502.040	LOTE EXAMS SAUGERTIES CSD	50.0000	5.7500	PER EXAM	143.00	0.00	430.50	430.50

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

ONEIDA HERKIMER MADISON BOCES  
ULSTER BOCES

School Year 2023-24

Summary:

<u>Total of Service Costs - All Funds:</u>	430.50	(Except.001/002)
<u>Capital Costs:</u>	0.00	(CoSer 002)
<u>Adm. &amp; Clerical Costs:</u>	0.00	(CoSer 001)
<u>Total Contract Costs:</u>	430.50	

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

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

ONEIDA HERKIMER MADISON BOCES	PO BOX 70, 4747 MIDDLE SETTLEMENT ROAD, NEW HARTFORD, NY, 13413-0070
(Party of the First Part)	(Post Office Address)
ULSTER BOCES	175 ROUTE 32 NORTH, NEW PALTZ, NY, 12561
(Party of the Second Part)	(Post Office Address)

Signature, President and/or Clerk, BOCES

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

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

Contract for Cooperative Educational Services

THIS AGREEMENT made this 1st day of July, 2023 by and between the ONEIDA HERKIMER MADISON BOCES, party of the first part, and MONROE 2-ORLEANS BOCES, party of the second part.

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

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2023-24 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			
438.015	DL WEB BASED INSTRUCTION CHURCHVILLE-CHILI CSD	0.0000	0.0000	USAGE	250.00	0.00	250.00

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


ONEIDA HERKIMER MADISON BOCES  
MONROE 2-ORLEANS BOCES  
School Year 2023-24

Summary:

Total of Service Costs - All Funds:	250.00	(Except.001/002)
Capital Costs:	0.00	(CoSer.002)
Adm. & Clerical Costs:	0.00	(CoSer.001)
Total Contract Costs:	250.00	

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

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

Signature, President and/or Clerk, BOCES	ONEIDA HERKIMER MADISON BOCES	PO BOX 70, 4747 MIDDLE SETTLEMENT ROAD, NEW HARTFORD, NY, 13413-0070
	(Party of the First Part)	(Post Office Address)
	MONROE 2-ORLEANS BOCES	3599 BIG RIDGE ROAD, SPENCERPORT, NY, 14559
Signature, President and/or Clerk, Board of Education (As Authorized)		(Post Office Address)



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: 315.793.8566


F: 315.793.8652

[smorris@oneida-boces.org](mailto:smorris@oneida-boces.org)

VII B. 5.  
Approval of Contracts  
(Seller) with Schools  
July 12, 2023

MEMORANDUM

To: Cooperative Board

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

Date: June 26, 2023

Subject: Approval of Oneida BOCES Contractor (Seller) With Schools  
2023-2024 Contracts

Prepared by: Scott Morris

Background:

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

Discussion:

Contracts for services for the 2023-2024 school year are based on requests that were submitted to BOCES by component school districts and other BOCES on May 1, 2023. The contracts reflect the range of services provided by our BOCES such as Occupational Education, Handicapped Students, Instructional and Management Services. All contracts are signed by the President or Clerk of both Boards of Education. All adjustments in service throughout the year are additional adjustments to the original contract.

Recommendation:

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

***Oneida BOCES Contractor (Seller) With Schools***

Sauquoit Valley CSD      \$4,473,352.68

Initial contract for all BOCES services for 2023-2024 including administration, career & technical education, handicapped services, alternative

## Education.

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 Sauquoit Valley Central School District and for the 2023-2024 school year.

SM:ct

Attachments

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

Contract for Cooperative Educational Services

THIS AGREEMENT made this 1st day of July, 2023 by and between the ONEIDA HERKIMER MADISON BOCES, party of the first part, and SAUQUOIT VALLEY CSD, party of the second part.

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

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2023-24 school year at the indicated cost:

Program/ Serial No.	Service	Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
Basis for Current Contract								
001.010	ADMINISTRATIVE COSER	1,018.0000	109.6004	PER RWADA	-0.03	111,573.18	0.00	111,573.18
002.010	RENT	1,018.0000	18.2067	PER RWADA	0.00	18,534.42	0.00	18,534.42
002.020	CAPITAL FUND	1,018.0000	117.8560	PER RWADA	0.00	119,977.41	0.00	119,977.41
101.010	OCCUPATIONAL EDUCATION	0.0000	0.0000	STUDENT AVG	507,097.00	507,097.00	0.00	507,097.00
107.010	OCCUPATIONAL EDUCATION-HANDICAPPED	1.0000	9,133.0000	PER STUDENT	0.00	9,133.00	0.00	9,133.00
201.010	8:1:2 PROGRAM	17.0000	39,295.0000	TUITION RATE	0.00	668,015.00	0.00	668,015.00
201.015	8:1:2 + 1 PROGRAM	0.0000	42,440.0000	PER STUDENT FTE	0.00	42,440.00	-42,440.00	0.00
201.715	8:1:2 PROGRAM SPEECH IMPAIRED - RS	3.5000	4,553.0000	PER HOUR	0.00	15,935.50	0.00	15,935.50
201.720	8:1:2 PROGRAM PHYS THERAPY -RS	0.0000	4,720.0000	PER HOUR	0.00	4,720.00	-4,720.00	0.00
201.721	8:1:2 PROGRAM SOCIAL WORKERS	21.0000	4,015.0000	PER 1/2 HOUR	0.00	96,360.00	-12,045.00	84,315.00
203.010	12:1:1 ADJUSTMENT PROGRAM	4.0000	49,700.0000	TUITION RATE	0.00	248,500.00	-49,700.00	198,800.00
203.721	ADJUSTMENT- COUNSELING -RS	4.0000	4,015.0000	PER 1/2 HOUR	0.00	28,105.00	-12,045.00	16,060.00
204.010	12:1:1 MILD/MODERATE PROGRAM	16.0000	29,720.0000	TUITION RATE	0.00	445,800.00	29,720.00	475,520.00
204.708	12:1:1 MILD/MODERATE TEACH ASST	1.5000	53,420.0000	PER FTE	0.00	80,130.00	0.00	80,130.00
204.715	12:1:1 MILD/MODERATE SPEECH IMP-RS	6.0000	4,553.0000	PER HOUR	0.00	27,318.00	0.00	27,318.00
204.721	12:1:1 MILD/MODERATE COUNSELING-RS	12.0000	4,015.0000	PER 1/2 HOUR	0.00	48,180.00	0.00	48,180.00
209.010	12:1:4 DEV/MD PROGRAM	9.0000	39,910.0000	TUITION RATE	0.00	359,190.00	0.00	359,190.00
209.708	12:1:4 DEV/MD TEACH ASSIST	2.0000	53,420.0000	PER FTE	0.00	106,840.00	0.00	106,840.00
209.715	12:1:4 DEV/MD SPEECH - RS	12.0000	4,553.0000	PER HOUR	0.00	54,636.00	0.00	54,636.00
209.716	12:1:4 DEV/MD VISUALLY IMP-RS	1.0000	6,153.0000	PER HOUR	0.00	6,153.00	0.00	6,153.00
209.721	12:1:4 DEV/MD SOCIAL WORKER - RS	4.0000	4,015.0000	PER 1/2 HOUR	0.00	16,060.00	0.00	16,060.00



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

Contract for Cooperative Educational Services

ONEIDA HERKIMER MADISON BOCES  
SAUQUOIT VALLEY CSD

School Year 2023-24

Program/Serial No. Service		Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
Quantity/Share	Unit Cost	Cost Basis	Current Fixed Cost					
0.2000	127,029.0000	PER FTE	0.00		25,405.80	0.00	25,405.80	
1.0000	1,963.7000	DOSHS DIRECTOR	0.00		1,963.70	0.00	1,963.70	
2.0000	1,054.5300	PHYS CONSULTANT	0.00		2,109.06	0.00	2,109.06	
1.2000	114,305.0000	PER FTE	0.00		182,888.00	-45,722.00	137,166.00	
0.4000	105,011.0000	PER FTE	0.00		42,004.40	0.00	42,004.40	
0.0000	0.0000	X-CONTRACT	3,000.00		6,209.87	-3,209.87	3,000.00	
1.0000	1,605.0000	BASE/USAGE	0.00		5,378.00	-3,773.00	1,605.00	
2.0000	27,059.0000	PER STUDENT	0.00		54,118.00	0.00	54,118.00	
0.0000	0.0000	PER HOUR	0.00		756.00	-756.00	0.00	
0.0000	0.0000	X-CONTRACT	1,210.01		1,210.01	0.00	1,210.01	
2.0000	2,139.0000	PER STUDENT	0.00		4,278.00	0.00	4,278.00	
20.0000	200.0000	PER STUDENT	0.00		12,200.00	-8,200.00	4,000.00	
14.0000	533.0000	PER COURSE	0.00		7,462.00	0.00	7,462.00	
0.0000	780.0000	PER STUDENT	0.00		780.00	-780.00	0.00	
0.0000	196.0000	PER COURSE	0.00		1,960.00	-1,960.00	0.00	
0.0000	0.0000	PER DISTRICT	20,101.80		20,101.80	0.00	20,101.80	
0.0000	0.0000	USAGE	8,100.00		8,100.00	0.00	8,100.00	
4.0000	6,682.3300	PER SEMESTER CL	0.00		13,364.66	13,364.66	26,729.32	
0.0000	12,529.3700	PER CLASS	0.00		12,529.37	-12,529.37	0.00	
0.0000	0.0000	X-CONTRACT	0.00		11,950.00	-11,950.00	0.00	
1,018.0000	22.5400	Per RWADA	0.00		22,945.72	0.00	22,945.72	
1,018.0000	1.0800	Per RWADA	0.00		1,099.44	0.00	1,099.44	
1,018.0000	2.2700	Per RWADA	3,989.00		6,299.86	0.00	6,299.86	

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

**Contract for Cooperative Educational Services**

ONEIDA HERKIMER MADISON BOCES  
SAUQUOIT VALLEY CSD

School Year 2023-24

Program/Serial No. Service		Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
Quantity/Share	Unit Cost	Cost Basis	Current Fixed Cost					
100.0000	5,7500 PER EXAM		0.00		4,111.25	-3,536.25	575.00	
140.0000	87.0000 PER HOUR		0.00		12,180.00	0.00	12,180.00	
256.0000	87.0000 PER HOUR		0.00		22,272.00	0.00	22,272.00	
0.0000	0.0000		10,200.00		10,200.00	0.00	10,200.00	
0.0000	0.0000 USAGE		23,500.00		23,500.00	0.00	23,500.00	
0.0000	0.0000 X-CONTRACT		4,211.93		9,472.89	-5,260.96	4,211.93	
0.6000	88,304.1500 PER UNIT		0.00		52,982.49	0.00	52,982.49	
0.0000	0.0000		50,000.00		44,520.00	5,480.00	50,000.00	
0.0000	0.0000 X-CONTRACT		9,760.00		10,223.97	-463.97	9,760.00	
0.0000	0.0000 X-CONTRACT		28,816.05		27,915.17	900.88	28,816.05	
0.0000	0.0000 X-CONTRACT		47,793.75		114,748.07	-66,954.32	47,793.75	
1,018.0000	15.6000 PER RWADA		0.00		15,880.80	0.00	15,880.80	
1,018.0000	7.8000 Per RWADA+BASE		15,100.00		23,040.40	0.00	23,040.40	
0.0000	0.0000		18,150.00		18,150.00	0.00	18,150.00	
0.0000	0.0000 VARIES PER DIST		8,470.00		8,470.00	0.00	8,470.00	
1,065.0000	12.0000 PER TEST		0.00		12,780.00	0.00	12,780.00	
1.0000	430.0000 PER DISTRICT		0.00		430.00	0.00	430.00	
1.0000	5,250.0000 Per District		0.00		5,250.00	0.00	5,250.00	
1.0000	3,145.0000 PER DISTRICT		0.00		3,145.00	0.00	3,145.00	
5.0000	2,610.0000 PER PARTICIPANT		0.00		13,050.00	0.00	13,050.00	
0.0000	0.0000 X-CONTRACT		3,937.50		3,937.50	0.00	3,937.50	
0.5000	78,750.0000 PER FTE		0.00		39,375.00	0.00	39,375.00	
22.0000	1,065.0000 PER STUDENT		0.00		23,430.00	0.00	23,430.00	
1,018.0000	4.4500 RWADA/Base		20,500.00		25,030.10	0.00	25,030.10	

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

Contract for Cooperative Educational Services

ONEIDA HERKIMER MADISON BOCES SAUQUOIT VALLEY CSD	School Year 2023-24
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Basis for Current Contract

Program/ Serial No. Service	Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
576.010 REGIONAL CATALOG SERVICE	3.0000	913.5200	PER LIBRARY	0.00	2,740.56	0.00	2,740.56
576.020 EXPANDED INTERLIBRARY LOAN	1,018.0000	0.8000	FEE/RWADA	398.32	1,212.72	0.00	1,212.72
576.030 ONLINE LIBRARY RESOURCES	0.0000	0.0000		14,452.44	19,740.38	-5,287.94	14,452.44
576.040 COLLECTION DEVELOP.	17.0000	853.9000	PER UNIT	0.00	14,516.30	0.00	14,516.30
578.259 LIBRARY AUTOMATION XC MADISON	0.0000	0.0000	X-CONTRACT	10,656.00	11,499.00	-843.00	10,656.00
601.259 ADMIN COMPUTER XC MADISON	0.0000	0.0000	X-CONTRACT	260,108.53	187,088.22	73,020.31	260,108.53
602.259 NEGOTIAT XC MADISON	0.0000	0.0000	X-CONTRACT	7,210.00	7,040.00	170.00	7,210.00
603.010 SCHOOL COMMUNICATION	202.0000	70.9800	PER HOUR	0.00	14,337.96	0.00	14,337.96
609.429 ENERGY SERVICES XC ONONDAGA	0.0000	0.0000	X-CONTRACT	2,625.00	2,575.00	50.00	2,625.00
610.010 TELEPHONE & SERVICE CHARGES	1,018.0000	4.3200	PER RWADA +TELE	10,659.00	15,056.76	0.00	15,056.76
610.040 AIR CARD	1.0000	795.7200	PER UNIT	0.00	795.72	0.00	795.72
610.060 CELL PHONE	7.0000	899.8800	ANNUAL PER CELL	0.00	6,299.16	0.00	6,299.16
616.010 EMPLOYEE ASSISTANCE	177.0000	14.0000	PER EMPLOYEE	0.00	2,478.00	0.00	2,478.00
618.030 HEALTH INS. COORD.	1.0000	9,250.0000	PER DISTRICT	0.00	9,250.00	0.00	9,250.00
618.040 DENTAL ADMIN. FEE	0.0000	0.0000	MO/EMPLOYEE	16,373.00	16,373.00	0.00	16,373.00
620.010 SAFETY SERVICE	1,018.0000	3.2500	Per RWADA+11845	11,845.00	15,153.50	0.00	15,153.50
620.011 CHILD LIFE	0.0000	0.0000		0.00	6,110.00	-6,110.00	0.00
620.020 ASBESTOS MAINT.	4.0000	725.0000	PER BLDG.	0.00	2,900.00	0.00	2,900.00
620.040 FIRE INSPECTIONS	4.2500	725.0000	PER BLDG.	0.00	3,081.25	0.00	3,081.25
620.060 DASA/PBIS	0.2000	22,816.0000	PER ONE DAY/WK	0.00	4,563.20	0.00	4,563.20
622.259 REG BUS RADIOS XC MADISON	0.0000	0.0000	X-CONTRACT	1,241.00	1,225.00	16.00	1,241.00
623.499 STATE AID PLANNING XC QUESTAR III	0.0000	0.0000	X-CONTRACT	3,515.00	3,445.00	70.00	3,515.00
625.010 SUB CALL.	0.0000	70.3000	TEACHER/+BASE D	0.00	6,400.57	-6,400.57	0.00

ONEIDA HERKIMER MADISON BOCES  
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NEW HARTFORD, NY 13413-0070

Contract for Cooperative Educational Services

ONEIDA HERKIMER MADISON BOCES SAUQUOIT VALLEY CSD	School Year 2023-24
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Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
0226.010	SCHOOL FOOD MNGT	0.0000	0.0000	MEAL EQUIVALENT	68,684.00	0.00	68,684.00	
0227.010	RECORDS RETENTION	20.0000	410.0000	PER DAY	8,610.00	-410.00	8,200.00	
0228.010	TELECOMMUNICATIONS	1.0000	6,721.2600	SVC COST + LINE	25,267.92	0.00	25,267.92	
0331.259	COOPERATIVE BID/MAD. BOCES	0.0000	0.0000	X-CONTRACT	3,054.00	130.65	3,184.65	
0334.219	STAFF DEV. - BOARD - HERK BOCES	0.0000	0.0000	X-CONTRACT	1,003.00	0.00	1,003.00	
0337.499	FIXED ASSET INVENTORY/QUESTAR III	0.0000	0.0000	X-CONTRACT	2,500.00	20.00	2,520.00	
0340.229	DRUG TESTING/JEFF-LEWIS BOCES	0.0000	0.0000	X-CONTRACT	1,350.00	25.00	1,375.00	
0341.489	ON-LINE APPL./PUTNAM BOCES	0.0000	0.0000	X-CONTRACT	2,500.00	50.00	2,550.00	
0346.259	MEDICAID REIMBURSEMENT/MADISON BOCES	0.0000	0.0000	X-CONTRACT	1,005.52	120.48	1,126.00	
0355.499	SPECIAL ED AID ASSISTANCE SVC	0.0000	0.0000	X-CONTRACT	3,450.75	69.62	3,550.37	

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

School Year 2023-24

ONEIDA HERKIMER MADISON BOCES  
SAUQUOIT VALLEY CSD

Summary:

Total of Service Costs - All Funds:	4,023,267.67	(Except 001/002)
Capital Costs:	138,511.83	(CoSet.002)
Adm. & Clerical Costs:	111,573.18	(CoSet.001)
Total Contract Costs:	4,273,352.68	

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

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

ONEIDA HERKIMER MADISON BOCES	PO BOX 70, 4747 MIDDLE SETTLEMENT ROAD, NEW HARTFORD, NY, 13413-0070
(Party of the First Part)	(Post Office Address)

Signature, President and/or Clerk, BOCES

*Dawn Miller*

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

SAUQUOIT VALLEY CSD	ADMIN OFFICE, 2601 ONEIDA STREET, SAUQUOIT, NY, 13456
(Party of the Second Part)	(Post Office Address)

**C. PERSONNEL REPORT**

**a. RETIREMENTS**

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

			Hire Date	Retire Date
1.	JACQUELINE M. OWENS	FOOD SERVICE HELPER	09/03/2013	06/04/2023

**b. RESIGNATIONS**

**1. Teaching/Certified Staff**

			Hire Date	Resign Date
1.	ANGELA M. EVANS	SUPERVISOR - SPECIAL EDUCATION	10/11/2016	06/30/2023
2.	HEATHER A. GAETANO	SUPERVISOR - SPECIAL EDUCATION	09/24/2018	06/30/2023
3.	KRISTYN E. HAMMOND	TEACHER SPEECH/HEARING	11/23/2015	09/04/2023
4.	DAVID E. STAYTON	PRINCIPAL	09/01/2011	06/30/2023
5.	CHRISTINA M. WARNER	PRINCIPAL P-TECH	03/09/2023	06/30/2023

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

			Hire Date	Resign Date
1.	MARIA N. LAPERTOSA	CAREER EXPLORATION SPECIALIST	08/24/2022	06/09/2023
2.	SARAH A. MCELROY	CAREER EXPLORATION SPECIALIST	01/13/2020	06/30/2023

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

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

			Start Date	End Date
1.	SUSAN L. ROBERTS	SENIOR ACCOUNT CLERK	07/01/2023	TBD
2.	SHANNON E. VESCERA	BUSINESS & EDUCATION PROGRAM SPECIALIST	07/01/2023	TBD

**d. APPOINTMENTS**

**1. Teaching/Certified Staff**

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

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

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

1. Recommend that **ANGELA M. EVANS** be appointed as a **COORDINATOR OF ALTERNATIVE EDUCATION & SUMMER PROGRAMS** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Middle Settlement Academy @ OHM BOCES for a three year probationary appointment in the Program Specialist/Coordinator, Youth-at-Risk tenure area, commencing July 01, 2023 and ending June 30, 2026 at an annual salary rate of \$106,000.00.

redacted

2. Recommend that **HEATHER A. GAETANO** be appointed as a **COORDINATOR OF SPECIAL PROGRAMS & PROJECTS** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, for a three year probationary appointment in the Coordinator of Special Programs & Project tenure area, commencing July 01, 2023 and ending June 30, 2026 at an annual salary rate of \$104,000.00.

redacted



3. Recommend that **CHRISTINA M. WARNER** be appointed as a **PRINCIPAL PTECH/SCHOOL TO CAREER** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, P-TECH and CTE for a four year probationary appointment in the Principal of Career and Technical Education tenure area, commencing July 01, 2023 and ending June 30, 2027 at an annual salary rate of \$116,000.00.

redacted

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

1. Recommend that **ANNE J. SWEARINGEN's** appointment as a **CLINICAL INSTRUCTOR** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Career and Technical Education programs, be extended for a temporary appointment commencing September 01, 2023 and ending June 30, 2024 at a salary rate of \$34.18/hour, as needed.

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

- a. Recommendation to create five (5) Assistant Cook positions and ten (10) Food Service Helper positions.

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

1. Recommend that **ALEX J. COOPER** be appointed to a provisional appointment as a **PUBLIC INFORMATION SPECIALIST** in SUPPORT SERVICES, School Communications, commencing June 20, 2023 at an annual salary rate of \$48,054.00, prorated.

**ALEX J. COOPER** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **PUBLIC INFORMATION SPECIALIST**, until the results of the next civil service exam are known.

redacted

2. Recommend that **SHANNON E. VESCERA** be appointed to a provisional appointment as a **BUSINESS & EDUCATION PROGRAM SPECIALIST** in INSTRUCTIONAL PROGRAMS & PROFESSIONAL LEARNING, SABA PROGRAM commencing July 01, 2023 at an annual salary rate of \$70,000.00.

**SHANNON E. VESCERA** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **BUSINESS & EDUCATION PROGRAM SPECIALIST**, until the results of the next civil service exam are known.

redacted

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

1. Recommend that **OLIVIA G. MARTELLO** be appointed to a probationary appointment as a **LIBRARY AIDE** in SUPPORT SERVICES, School Library System, commencing July 17, 2023 at an annual salary rate of \$31,416.00, prorated.

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

redacted

2. Recommend that **SUSAN L. ROBERTS** be appointed to a probationary appointment as a **PRINCIPAL ACCOUNT CLERK** in SUPPORT SERVICES, Central Business Office, commencing July 01, 2023 at an annual salary rate of \$46,816.00.

**SUSAN L. ROBERTS** has taken and passed the exam, and has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **PRINCIPAL ACCOUNT CLERK**. **SUSAN L. ROBERTS** will be required to serve a twenty-six week probationary period.

redacted

**c. 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.

- |    |            |                         |                          |
|----|------------|-------------------------|--------------------------|
| 1. | LORI ALLEN | PRINCIPAL ACCOUNT CLERK | Prob. Date<br>07/01/2023 |
|----|------------|-------------------------|--------------------------|

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

1. Recommend that **MARCIA L. EMRICH's** part-time appointment as a **CLERK (PART TIME)** in SUPPORT SERVICES, School Library System, be extended commencing July 01, 2023 through June 30, 2024 at a salary rate of \$30.39/hour, as needed.
2. Recommend that **ROBERT F. HARRIS JR** be appointed to a part-time appointment as a **CLERK OF THE WORKS** in SUPPORT SERVICES commencing July 01, 2023 through June 30, 2024 at an hourly salary rate of \$47.16, as needed.
3. Recommend that **SHARON L. PARRY** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in **SUPPORT SERVICES**, School Lunch Program, commencing June 01, 2023 at an hourly salary rate of \$15.00, as needed.

**SHARON L. PARRY** 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 **ADAM B. ROYS** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Lunch Program, commencing June 07, 2023 at an hourly salary rate of \$15.00, as needed

**ADAM B. ROYS** 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 **ARTHUR J. SWINEGAR's** part-time appointment as a **CLEANER (HOURLY)** in SUPPORT SERVICES, Operations and Maintenance, be extended commencing July 01, 2023 through June 30, 2024 at a salary rate of \$15.91/hour, as needed.
6. Recommend that **FREDERICK G. WAMPFLER's** part-time appointment as a **CLEANER (HOURLY)** in SUPPORT SERVICES, Operations and Maintenance, be extended commencing July 01, 2023 through June 30, 2024 at a salary rate of \$17.63/hour.

7. Recommend that **DIANE M. WENZEL's** part-time appointment as a **CLERK (part-time)** in **SUPPORT SERVICES**, Operations and Maintenance, be extended commencing July 01, 2023 through June 30, 2024 at an hourly salary rate of \$24.04, as needed.

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

1. Recommend that **MIRANDA S. BROWN** be appointed to a temporary appointment as a **LABORER - HOURLY** in **SUPPORT SERVICES**, Technical Repair Service, commencing June 26, 2023 and ending June 30, 2023 at an hourly salary rate of \$15.60 and then from July 1, 2023 through June 30, 2024 at an hourly salary rate of \$15.94.

**MIRANDA S. BROWN** meets the civil service requirements for the title and has been pre-approved by civil service.

redacted

2. Recommend that **TERESA FOBARE's** temporary appointment as a **BUSINESS MANAGER** in **SUPPORT SERVICES** be extended commencing July 01, 2023 and ending June 30, 2024 at a salary rate of \$300.00/day, as needed.

3. Recommend that **MIKAYLA A. GADZ** be appointed to a temporary appointment as a **LABORER - HOURLY** in **SUPPORT SERVICES**, Technical Repair Service, commencing June 26, 2023 and ending June 30, 2023 at an hourly salary rate of \$15.60 and then from July 1, 2023 through June 30, 2024 at an hourly salary rate of \$15.94.

**MIKAYLA A. GADZ** meets the civil service requirements for the title and has been pre-approved by civil service.

redacted

4. Recommend that **KADENCE P. HEINLEIN** be appointed to a temporary appointment as a **LABORER - HOURLY** in **SUPPORT SERVICES**, Technical Repair Service, commencing June 26, 2023 and ending June 30, 2023 at an hourly salary rate of \$15.60 and then from July 1, 2023 through June 30, 2024 at an hourly salary rate of \$15.94

**KADENCE P. HEINLEIN** meets the civil service requirements for the title and has been pre-approved by civil service.

redacted

5. Recommend that **DAVID P. SIMMONS'S** temporary appointment as a **MOTOR VEHICLE OPERATOR - HOURLY** in **SUPPORT SERVICES**, Operations and Maintenance, be extended commencing July 01, 2023 and ending June 30, 2024 at a salary rate of \$28.68/hour, as needed.

6. Recommend that **YASMEENA T. YAGAN** be appointed to a temporary appointment as a **LABORER - HOURLY** in **SUPPORT SERVICES**, Technical Repair Service, commencing June 26, 2023 and ending June 30, 2023 at an hourly salary rate of \$15.60 and then from July 1, 2023 through June 30, 2024 at an hourly salary rate of \$15.94.

**YASMEENA T. YAGAN** meets the civil service requirements for the title and has been pre-approved by civil service.

redacted

**f. RECOMMENDATION FOR NON-INSTRUCTIONAL TEMPORARY APPOINTMENTS**

		Title	Start Date	End Date	Salary
1.	HOWARD J. MADDEN	LABORER - HOURLY	07/01/2023	06/30/2024	\$15.45/hr.
2.	TESSA R. STAYTON	LABORER - HOURLY	07/01/2023	06/30/2024	\$15.94/hr.

**g. RECOMMENDATION FOR ADDITIONAL ASSIGNMENT(S)**

1. Recommend that **ANNE M. WIGHTMAN** be appointed to an additional assignment as a **PROCEDURES COORDINATOR** commencing July 01, 2023 and ending June 30, 2024 at a salary rate of \$15,000.00.

**e. SUMMER SCHOOL**

**1. RECOMMENDATIONS FOR SUMMER SCHOOL APPOINTMENTS - TEACHING/CERTIFIED**

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

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

		Title	Start Date	End Date	Max Days	Salary
1.	TERRY R. BARR	Food Services	07/01/2023	07/31/2023	Instructor, Summer Camp	\$30.00/hr
2.	ALAINA M. BROCCOLI	Registered Professional Nurse	07/01/2023	08/31/2023	4	\$34,743
3.	KELLY A. COLANTUONI	Mathematics	07/01/2023	07/31/2023	Summer Bridge	\$33.32/hr.
4.	MARISA G. DECOLA	Instructor	07/01/2023	07/31/2023	Instructor, summer camp	\$30.00/hr
5.	KELLY FOOTE	School Social Worker	07/01/2023	07/31/2023	Summer Bridge	\$33.32/hr.
6.	JAMIE L. FRENCH	Instructor	07/01/2023	07/31/2023	Summer Bridge	\$33.32/hr.
7.	SARA L. GARRETT	Teacher of Business Education	08/01/2023	08/31/2023	29	\$47,653
8.	LINDSAY M. GIRUZZI	English 7-12	07/01/2023	07/31/2023	Summer Bridge	\$33.32/hr.
9.	DANIELLE L. HAJDASZ	Teaching Assistant	07/01/2023	07/31/2023	Teaching Assistant, summer camp	\$15.00/hr
10.	JOSEPH E. KELLEHER	Welding	07/01/2023	07/31/2023	Instructor, summer camp	\$30.00/hr
11.	JACQUELINE A. LAPERTOSA	Guidance	07/01/2023	08/31/2023	14	\$104,549
12.	BRENNA P. MACRINA	Guidance	07/01/2023	07/31/2023	Summer Bridge	\$33.32/hr.
13.	BRENNA P. MACRINA	Guidance	07/01/2023	08/31/2023	14	\$51,551
14.	ALEXANDER MCKINSEY	Teaching Assistant	07/01/2023	07/31/2023	Teaching Assistant, summer camp	\$15.00/hr
15.	GORDON PECKHAM	Automotive Mechanics	07/01/2023	07/31/2023	Instructor, summer camp	\$30.00/hr
16.	KIMBERLY E. PETRONELLA	Practical Nursing	07/01/2023	07/31/2023	Instructor, summer camp	\$30.00/hr

		Title	Start Date	End Date	Max Days	Salary
17.	KIMBERLY E. PETRONELLA	Practical Nursing	07/01/2023	08/31/2023	3	\$92,284
18.	TIFFANY A. PIATKOWSKI	Multi-Occupational (Trade)	07/01/2023	07/31/2023	Summer Bridge	\$33.32/hr.
19.	LAURA PONIKTERA	Cosmetology	07/01/2023	08/31/2023	20	\$92,267
20.	THERESA M. SORON	Teaching Assistant	07/01/2023	07/31/2023	Teaching Assistant, summer camp	\$15.00/hr
21.	MICHELE WEAKLEY	Cosmetology	07/01/2023	08/31/2023	20	\$96,025
22.	KIMBERLY WHEELock	Guidance	07/01/2023	08/31/2023	20	\$76,359

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

		Title	Start Date	End Date	Max Days	Salary
1.	BRIANA M. CARMAN	Prog. for Speech & Hearing Handicapped	07/03/2023	08/11/2023	12	\$67,643
2.	MATTHEW M. DONATO	Teacher of Special Education	07/03/2023	08/11/2023	29	\$45,590
3.	DANIELLE O. FLACK	Teaching Assistant	07/03/2023	08/11/2023	29	\$18,000
4.	ROCHELLE L. HULL	Prog. for Speech & Hearing Handicapped	07/03/2023	08/11/2023	12	\$70,749
5.	KIMBERLY JENNINGS	OCCUPATIONAL THERAPIST	07/03/2023	08/11/2023	18	\$69,528
6.	KAITLIN R. KOPCZA	Teaching Assistant	07/03/2023	08/11/2023	29	\$18,000
7.	MEGAN E. KOVACS	Teaching Assistant	07/03/2023	08/11/2023	29	\$18,000
8.	DEIDRE LALYER	Prog. for Speech & Hearing Handicapped	07/03/2023	08/11/2023	12	\$88,678
9.	CAROLYN M. MACTURK	Prog. for Speech & Hearing Handicapped	07/03/2023	08/11/2023	12	\$65,896
10.	CAROL MARTIN	Physical Education	07/03/2023	08/11/2023	29	\$96,277 (revised @.6 FTE)
11.	SHELLEY MATTHEWS	Prog. for Speech & Hearing Handicapped	07/03/2023	08/11/2023	12	\$81,300
12.	LISA A. MCLEAN-TURNER	Teacher of Special Education	07/03/2023	08/11/2023	29	\$45,590
13.	MICHELLE T. MCQUEENEY	OCCUPATIONAL THERAPIST	07/03/2023	08/11/2023	18	\$66,441
14.	ANNAMARIA L. MIRZA	Prog. for Speech & Hearing Handicapped	07/03/2023	08/11/2023	29	\$58,033



		Title	Start Date	End Date	Max Days	Salary
15.	JOHN A. NICOTERA	Physical Education	07/03/2023	08/11/2023	29	\$61,672 (@.4 FTE)
16.	JULIE D. PACIFIC	Prog. for Speech & Hearing Handicapped	07/03/2023	08/11/2023	18	\$73,525
17.	SUE PARDEE	OCCUPATIONAL THERAPY ASSISTANT	07/03/2023	08/11/2023	29	\$54,337
18.	RACHEL E. RIOLO	Prog. for Speech & Hearing Handicapped	07/03/2023	08/11/2023	12	\$67,767
19.	TRICIA L. ROBINSON	Prog. for Speech & Hearing Handicapped	07/03/2023	08/11/2023	18	\$100,779
20.	BRIAN O. SANCHEZ VALDERRAMOS	Teaching Assistant	07/03/2023	08/11/2023	29	\$18,000
21.	EMMA C. SCRANTON	Teaching Assistant	07/03/2023	08/11/2023	29	\$18,000
22.	MARY SARA SPERL	PHYSICAL THERAPIST	07/03/2023	08/11/2023	24	\$76,751
23.	CAMRYN R. STONE	Teaching Assistant	07/03/2023	08/11/2023	29	\$18,000
24.	HEIDI L. VANDERMEULEN	Program for Visually Handicapped	07/03/2023	08/11/2023	15	\$89,587
25.	NOELLE M. WELCH	Teaching Assistant	07/03/2023	08/11/2023	29	\$18,000
26.	CANDACE WIGGINS	PHYSICAL THERAPIST	07/03/2023	08/11/2023	24	\$83,978

**c. RECOMMENDATION FOR ACADEMIC REGIONAL SUMMER SCHOOL APPOINTMENTS - TEACHING/CERTIFIED**

The following people are being recommended to teach in the Regional Summer School Program for 2023, for the period indicated. The actual need for any individual will not be determined until July 1, 2023. The decisions will be based upon enrollments at that time. Assignments may be for two period (\$2,993) or three periods (\$4,489.50) or not at all, based on enrollment. The Driver Education Instructors will be paid (\$5,986) for a full class load. Teaching Assistant - \$13.30/hr. Extended School Year (ESY) STEPS -Alternative Education Special Education Teacher/TA and Attendance Teacher Daily rate is 1/200th of salary.

		Title	Start Date	End Date	Salary
1.	MICHAEL A. AGOSTO	Elementary	07/10/2023	08/03/2023	\$2,993
2.	GINA F. ANTONE	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
3.	HEATHER L. BANEK	English	07/05/2023	08/17/2023	\$4,489.50
4.	ALAINA R. BEANE	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
5.	MEREDITH A. BLANDO	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
6.	LEE BOYD	PLATO Teacher	07/05/2023	08/17/2023	\$4,489.50
7.	KATRINA M. BRIODY	Elementary	07/10/2023	08/03/2023	\$2,993

		Title	Start Date	End Date	Salary
8.	EDITH M. BURKE	Mathematics	07/05/2023	08/17/2023	\$4,489.50
9.	RYAN A. CALOGERO	Social Studies	07/05/2023	08/17/2023	\$4,489.50
10.	CHRISTY CANNISTRA	Elementary	07/10/2023	08/03/2023	\$2,993
11.	MARY CATHERINE CAREY	Special Education	07/05/2023	08/17/2023	\$4,489.50
12.	MICHAEL J. CAREY	Social Studies	07/05/2023	08/17/2023	\$4,489.50
13.	MARIE A. CASTANO	Elementary	07/10/2023	08/03/2023	\$2,993
14.	JAMIE L. CERASI	Elementary	07/10/2023	08/03/2023	\$2,993
15.	KALYN M. CHAMBRONE	Elementary	07/10/2023	08/03/2023	\$2,993
16.	BRANDEE A. COLLINS	PLATO Teacher	07/05/2023	08/17/2023	\$4,489.50
17.	MICHELLE M. COMMISSO	Elementary	07/10/2023	08/03/2023	\$2,993
18.	ALYSSA G. COOK	English	07/05/2023	08/17/2023	\$4,489.50
19.	ANTHONY L. CORIALE JR.	Social Studies	07/05/2023	08/17/2023	\$4,489.50
20.	FRANCESCA A. D'AMBRO	Special Education	07/05/2023	08/17/2023	\$4,489.50
21.	JULIE A. DALEY	Elementary	07/10/2023	08/03/2023	\$2,993
22.	NATHAN DEBAN	Mathematics	07/05/2023	08/17/2023	\$4,489.50
23.	MICHAEL A. DEGIOVINE	English	07/05/2023	08/17/2023	\$4,489.50
24.	JARED M. DEPASS	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
25.	AMANDA L. EDWARDS	Teaching Assistant	07/10/2023	08/03/2023	\$15.00/hr
26.	SARA M. ENGELL	Special Education	07/05/2023	08/17/2023	\$4,489.50
27.	NICOLE L. ESTEY	PLATO Teacher	07/05/2023	08/17/2023	\$4,489.50
28.	CAROL L. FURMANSKI	Science	07/05/2023	08/17/2023	\$4,489.50
29.	JULIE A. GIARDULLO	Teaching Assistant	07/10/2023	08/03/2023	\$15.00/hr
30.	TRACI L. GRADY	Special Education	07/05/2023	08/17/2023	\$4,489.50
31.	JAMIE A. GREEN	Elementary	07/10/2023	08/03/2023	\$2,993
32.	LISA M. GREICO	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
33.	NINA M. GRISWOLD	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
34.	MICHAEL W. HARTNETT	English	07/05/2023	08/17/2023	\$4,489.50
35.	MEGAN M. HICKEL	Elementary	07/10/2023	08/03/2023	\$2,993
36.	MACKENZIE R. HOLBERT	Elementary	07/05/2023	08/17/2023	\$4,489.50

		Title	Start Date	End Date	Salary
37.	PHILLIP A. HOWARD	Social Studies	07/05/2023	08/17/2023	\$4,489.50
38.	MERRITT H. HOWARD II	Social Studies	07/05/2023	08/17/2023	\$4,489.50
39.	ANGELA M. HOZANOVIC	Mathematics	07/05/2023	08/17/2023	\$4,489.50
40.	ELIZABETH L. JENNINGS	Spanish	07/05/2023	08/17/2023	\$4,489.50
41.	TERRY L. JONES	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
42.	EMILY R. JULIAN	Elementary	07/10/2023	08/03/2023	\$2,993
43.	LINDSAY M. KACZOR	Elementary	07/10/2023	08/03/2023	\$2,993
44.	DANIEL T. KEATING	Physical Education	07/05/2023	08/17/2023	\$4,489.50
45.	WILLIAM J. KEISER IV	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
46.	KRISTIN J. KOHN	Elementary	07/10/2023	08/03/2023	\$2,993
47.	JULIANNE M. LARAMIE-NORDSTROM	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
48.	ADRIANA M. LIBERATORE	Elementary	07/10/2023	08/03/2023	\$2,993
49.	BRITTNEY LINK	Mathematics	07/05/2023	08/17/2023	\$4,489.50
50.	LAUREN E. LIONETTI	Elementary	07/10/2023	08/03/2023	\$2,993
51.	WILLIAM J. LOCKE	Social Studies	07/05/2023	08/17/2023	\$4,489.50
52.	SOPHIA C. LORE	Teaching Assistant	07/10/2023	08/03/2023	\$15.00/hr
53.	KRISTEN A. LUBECK	Mathematics	07/05/2023	08/17/2023	\$4,489.50
54.	JOSEPH P. MACRINA	Social Studies	07/05/2023	08/17/2023	\$4,489.50
55.	BRITTNEY S. MALTESE	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
56.	CASSIDY K. MANEEN	Teaching Assistant	07/10/2023	08/03/2023	\$15.00/hr
57.	ABIGAIL G. MARTIN	Teaching Assistant	07/10/2023	08/03/2023	\$15.00/hr
58.	SARAH A. MCELROY	Mathematics	07/05/2023	08/17/2023	\$4,489.50
59.	ERIN M. MCKINLEY	Physical Education/Health	07/05/2023	08/17/2023	\$4,489.50
60.	RYAN MCNERNEY	Social Studies	07/05/2023	08/17/2023	\$4,489.50
61.	CAITLIN E. MENNIG	Elementary	07/10/2023	08/03/2023	\$2,993
62.	CHERI A. MISIAK	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
63.	DANIEL G. PALMISANO	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
64.	LOUIS F. PARROTTA	Social Studies	07/05/2023	08/17/2023	\$4,489.50
65.	ALEX W. PRUE	Physical Education/Health	07/05/2023	08/17/2023	\$4,489.50
66.	FAITH RAUTENSTRAUCH	Teaching Assistant	07/10/2023	08/03/2023	\$15.00/hr

		Title	Start Date	End Date	Salary
67.	AMBER L. RENZI	English	07/05/2023	08/17/2023	\$4,489.50
68.	BRETT A. REWAKOWSKI	Mathematics	07/05/2023	08/17/2023	\$4,489.50
69.	RACHAEL A. RIVERA	Elementary	07/10/2023	08/03/2023	\$2,993
70.	LINDSAY B. ROBERTS	Elementary	07/10/2023	08/03/2023	\$2,993
71.	FALLON E. RUSSO	Elementary	07/10/2023	08/03/2023	\$2,993
72.	STEPHANIE B. SACCO	Elementary	07/10/2023	08/03/2023	\$2,993
73.	JIANNA M. SCALISE	Teaching Assistant	07/10/2023	08/03/2023	\$15.00/hr
74.	MELINDA P. SCHMELCHER	Teaching Assistant	07/10/2023	08/03/2023	\$15.00/hr
75.	KEVIN T. SCHULTZ	Mathematics	07/05/2023	08/17/2023	\$4,489.50
76.	PETER J. SCIALDONE	School Counselor	07/05/2023	08/17/2023	\$4,489.50
77.	MALLORY L. SNOW	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
78.	JOYA L. SPINA	Elementary	07/10/2023	08/03/2023	\$2,993
79.	AMANDA L. SULLIVAN	Elementary	07/10/2023	08/03/2023	\$2,993
80.	KERRY A. SULLIVAN	Social Studies	07/05/2023	08/17/2023	\$4,489.50
81.	JOANNE F. SZCZYGIEL	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
82.	DAWN A. THOMAS	Special Education	07/05/2023	08/17/2023	\$4,489.50
83.	ELIZABETH G. UEBELHOER	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
84.	LAUREN E. VALENTE	English	07/05/2023	08/17/2023	\$4,489.50
85.	CONSTANCE E. VAN NAMEE	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
86.	TARA L. VANCAUWENBERGE	Health	07/05/2023	08/17/2023	\$4,489.50
87.	JENNIFER L. WASKIEWICZ	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
88.	JAMIE L. WEILER	Teaching Assistant	07/10/2023	08/03/2023	\$15.00/hr
89.	ERICA A. WILCZYNSKI	Special Education	07/05/2023	08/17/2023	\$4,489.50
90.	ASHLEY R. WILLIAMS	Teaching Assistant	07/10/2023	08/03/2023	\$15.00/hr
91.	KATE L. WILLIAMS	Teaching Assistant	07/10/2023	08/03/2023	\$15.00/hr
92.	GORDON B. WYDYSH	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
93.	KARINA M. ZABKO	Elementary	07/10/2023	08/03/2023	\$2,993
94.	BENJAMIN J. ZALEWSKI	Social Studies	07/05/2023	08/17/2023	\$4,489.50

		Title	Start Date	End Date	Salary
95.	DAVID M. ZAMMIELLO	Social Studies	07/05/2023	08/17/2023	\$4,489.50
96.	VICTORIA L. ZISSER	English	07/05/2023	08/17/2023	\$4,489.50
97.	AUDREY K. ZUIS	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr

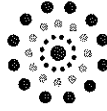
**d. RECOMMENDATION FOR SUMMER SCHOOL APPOINTMENTS - ADMINISTRATION**

		Title	Start Date	End Date	Salary
1.	ERIC D. BOISEN	Principal	07/05/2023	08/17/2023	\$5,986
2.	BRETT M. BOSTIC	Assistant Principal	07/05/2023	08/17/2023	\$4,489.50
3.	DANIELLE N. MOORE	Assistant Principal	07/05/2023	08/17/2023	\$5,986
4.	COLLEEN F. RUTHERFORD	Assistant Principal	07/05/2023	08/17/2023	\$5,986
5.	JAMIE M. WILLIAMS	Principal	07/10/2023	08/03/2023	\$5,986

**2. RECOMMENDATIONS FOR SUMMER SCHOOL - NON-INSTRUCTIONAL**

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

		Title	Start Date	End Date	Max Days	Salary
1.	JILL A. MACDONALD	NURSE PRACTITIONER	07/01/2023	08/31/2023	12	\$76,021
2.	ANTHONY R. SBIROLI	NURSE PRACTITIONER	07/01/2023	08/31/2023	8	\$63,411
3.	JULIE SHANKMAN	NURSE PRACTITIONER	07/01/2023	08/31/2023	15	\$93,782
4.	TAMMY M. WEST	NURSE PRACTITIONER	07/01/2023	08/31/2023	12	\$70,643



# Oneida-Herkimer-Madison BOCES

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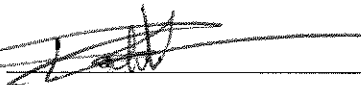
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VII D. 1.  
Acceptance of Board Clerk's  
Report of June 23, 2023  
July 12, 2023

## MEMORANDUM

To: Cooperative Board  
From: Deborah L. Kimball <sup>DLK</sup>  
Date: June 23, 2023  
Subject: Board Clerk's Report – Oath of Office for John J. Salerno

Please be advised that Mr. John J. Salerno was given the Oath of Office on June 23, 2023 at 11:00 a.m. by the Clerk of the Board, Deborah L. Kimball witnessed by the District Superintendent, Patricia N. Kilburn, Ed.D.

Witnessed by:   
\_\_\_\_\_



## Oneida-Herkimer-Madison BOCES


P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
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Scott Morris  
Assistant Superintendent  
for Administrative Services  
T: 315.793.8572  
F: 315.793.8562  
[smorris@oneida-boces.org](mailto:smorris@oneida-boces.org)

VII D. 2.  
Approval of Updated approval of Future  
Price Increase for Full-Paid Lunch  
July 12, 2023


### MEMORANDUM

To: Cooperative Board

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

Date: June 20, 2023

Subject: Updated Approval of future Price Increase for Full-Paid Lunch

Prepared by:   
Scott Morris/Kate Dorr

#### **Background:**

The Oneida-Herkimer-Madison BOCES has run a School Food Service Program for both component and non-component schools since 1991. The lunch price for fully participating districts is set by the Cooperative Board and has been increased five times since its inception with the last increase to \$2.75 approved for the 2021-2022 school year. During 2021-2022, meals were being served for free under the Seamless Summer Option, and so the price increase took effect during the 2022-2023 School Year.

#### **Discussion:**

The reauthorization of the National School Lunch Program; the Healthy, Hunger Free Act in 2010 included an initiative known as Equity in School Lunch Pricing. This initiative requires participating agencies to provide the same level of support for full-paid meals as with the reimbursements received for Free and Reduced meals provided by the federal and state agencies.

The federal government Paid Lunch Equity (PLE) mandate continues to require that School Food Authorities gradually raise their full-paid meal prices to match reimbursement levels for free meals. This has been done by raising the price in 25-cent increments every 2-3 years over the past 15 years. The OHM BOCES Board of Education previously approved that the lunch price

should remain at \$2.75 for the 2022-2023 school year, and then increase .25 per year for the following 3 years- \$3.00 for SY23-24, \$3.25 for SY24-25 and \$3.50 for SY25-26.

However, beginning July 1, 2023, 29 of the 32 school buildings in the OHM BOCES Food Service Program have now been approved to serve breakfast and lunch for free to all students under the Community Eligibility Provision (CEP). Hughes Elementary, Bradley Elementary/New Hartford High School and Perry Jr High School in the New Hartford School District were not included in the CEP application because their percent of students directly certified as free was not high enough to meet the cut off. While there is federal discussion to lower the cutoff, at this time, meals will remain as free/reduced/paid in those 3 buildings during the 2023-2024 school year.

**Recommendation:**

That the Oneida-Herkimer-Madison Cooperative Board maintain the price for a full-paid lunch at \$2.75 for 2023-24 School Year, and set the prices for the following three years at \$3.00 for SY24-25, \$3.25 for SY25-26 and \$3.50 for SY26-27.

**Resolution:**

That the Oneida-Herkimer-Madison Cooperative Board maintain the price for a full-paid lunch at \$2.75 for 2023-24 School Year, and set the prices for the following three years at \$3.00 for SY24-25, \$3.25 for SY25-26 and \$3.50 for SY26-27.





## Oneida-Herkimer-Madison BOCES


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VII D. 3.  
Approval Award of the Source Identifiable  
Fruit, Vege and Protein Foods Bid 2023-2024  
July 12, 2023

Scott Morris  
Assistant Superintendent for Support Services  
Oneida-Herkimer-Madison BOCES  
(315.793.8572)  
smorris@oneida-boces.org  
www.oneida-boces.org


### MEMORANDUM

**TO:** Cooperative Board

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

**DATE:** June 15, 2023

**SUBJECT:** Award of the Source Identifiable Fruit, Vegetable and Protein Foods Bid  
2023-2024

**PREPARED BY:**  Scott Morris, Kate Dorr, Jake Perrin

**Background:** The Oneida-Herkimer-Madison BOCES Food Service Program intends to purchase New York State grown and source verifiable foods. The Food Service Program operates the National School Lunch and Breakfast Programs in 32 school buildings in 16 school districts across the Mohawk Valley. Our goal is that school children have regular access to regionally sourced foods, that school cafeterias champion local agriculture and promote foods that meet or exceed school nutrition standards, and that Farm to School changes in the cafeteria are supported and reinforced throughout the school and community. It is our stated objective to participate in the New York State 30% Incentive Program.

**Discussion:** The purchase of source identifiable fresh, frozen and minimally processed foods by bid is the most effective method of sourcing foods that are eligible to be counted toward the New York State 30% lunch purchase incentive program. Vendors are made aware that OHM BOCES is seeking items for which the source farm can be identified. Products in the following categories were solicited: fresh by the case (traditional fresh wholesale packaging), minimally processed then frozen produce, and

meat/meat alternate (protein foods) for a total of 28 different items. A bid notice was placed in the Observer Dispatch and all known vendors were notified of the opportunity to bid. The variety of these items and specialization among food vendors/processors calls for a line-by-line award. This year we received responses from 10 vendors, some bidding on a single item, others on several items in more than one category.

**Recommendation:** Therefore, it is recommended that the Cooperative Board award the Source Identifiable Fruit, Vegetable and Protein Foods bid to the lowest qualified bidders meeting specifications.

**Resolution:** The Cooperative Board approves the award of the Source Identifiable Fruit, Vegetable and Protein Foods Bid 2023-2024 as per the attached listing representing the lowest qualified bidders meeting specifications, for a total award of \$110,473.

Vendor	Proposed Award
Headwater Foods	\$44,211
Russo Produce Co Inc	\$10,670
Smith Packing Company	\$18,540
Dino's Sausage and Meat Co, Inc	\$32,852
Hudson Harvest	\$4,200
Total	\$110,473



## 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](mailto:smorris@oneida-boces.org)

VII D. 4.  
Approval of Creation of Library Computer  
Specialist position  
July 12, 2023


### MEMORANDUM

To: Cooperative Board

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

Date: June 21, 2023

Subject: Approval of the creation of Library Computer Specialist position

Prepared by: Scott Morris   
Jennifer Parzych

#### **Background:**

In the past year the resources and databases that are utilized by our Component Districts has moved to the new Opals system and Library FYI. Opals is a customizable library automation service, while Library FYI is a system that allows component districts to renew individual databases and software subscriptions bought through the Library and Media Cosers. This move to Opals and Library FYI, requires the need for a position within the Oneida-Herkimer-Madison BOCES School Library System and Media to work with vendors setting up virtual resources, create single sign ons and other integrations for districts. They will work with the vendors regarding changes to the virtual databases and provide support to our component districts. In the past, this position was held by a Librarian 1 or a Librarian 2 title. As we transition more and more into the realm of Opals and Library FYI, another skill set is needed for this position and to help move the Library and Media Department forward.

#### **Discussion:**

As the Oneida-Herkimer-Madison School Library and Media Department strives to support our component districts' librarians, teachers and students more and more with Opals and Library FYI a new position is needed to collaborate and work with our districts. A Library Computer Specialist will be able to provide support to districts regarding the various vendors and databases that the School Library and Media Department offer through Opals and Library FYI. This position will also coordinate and resolve problems associated with training and troubleshooting

and be integral in setting up integrations and single sign ons with other systems within districts and our library system. The Library Computer Specialist will act as a liaison in the department to ensure timely implementation of the virtual and digital databases through the Opals platform, as well as communication and training with our component districts. Further, this position provides the model and structure as to how library usage statistics are procured from the various resources.

**Recommendation:**

It is recommended that the Oneida-Herkimer-Madison BOCES Cooperative Board approve the creation of the Library Computer Specialist and provide the salary range of \$33,764 to \$36,513 from Instructional Support Services Coser 502.

**Resolution:**

That the BOCES Cooperative Board approves the creation of the Library Computer Specialist position and at a salary range of \$33,764 to \$36,513 from Instructional Support Services Coser 502.



## Oneida-Herkimer-Madison BOCES


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

Patricia N. Kilburn, Ed.D.  
**District Superintendent**  
T: 315.793.8560  
F: 315.793.8541  
pkilburn@oneida-boces.org

VII D. 5.  
Approval of Policy 3003, 3100, 3101, 3211  
(first reading)  
July 12, 2023

### Memorandum

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 

Date: June 29, 2023

Subject: Recommendation for Adoption of Board Policy

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

#### **Discussion**

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

#### **Recommendation**

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

- 3003 Administrative Councils, Cabinets and Committees
- 3100 District Superintendent
- 3101 Evaluation of the District Superintendent and Other Administrative Staff
- 3211 Organizational Chart

#### **Resolution**

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

- 3003 Administrative Councils, Cabinets and Committees
- 3100 District Superintendent
- 3101 Evaluation of the District Superintendent and Other Administrative Staff
- 3211 Organizational Chart

Attachments: policies

*We are collaborators, working together and partnering with leaders in education, business, industry, government and the local community to promote inclusive educational and career opportunities and equitable access in order to prepare all of our learners for the dynamic world of today and tomorrow.*

# Policy

Draft 6/19/23  
3003

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## ADMINISTRATION

### ADMINISTRATIVE COUNCILS, CABINETS AND COMMITTEES

- I. Policy
  - A. The Board of Cooperative Educational Services authorizes the District Superintendent to establish such permanent or temporary councils, cabinets, and committees as are necessary for proper administration of Board of Cooperative Educational Services policies and for improvement of the total OHM BOCES programs.
  - B. All councils, cabinets, and committees created by the District Superintendent shall be for the purpose of obtaining to a maximum degree the advice and counsel of administrative, supervisory and other personnel and to aid in communication. Functioning in an advisory capacity, such groups may make recommendations for submission to the Board through the District Superintendent. Such groups shall exercise no inherent authority. Authority for establishing policy remains the Board of Cooperative Educational Services and authority for implementing policy remains with the District Superintendent.
  - C. The membership, composition, and responsibility of administrative councils, cabinets and committees shall be defined by the District Superintendent and may be changed at his/her discretion.
- II. Administrative Cabinet
  - A. A Chief School Officers' (CSOs) Cabinet has been established to provide a means for appropriate and necessary communication between and among the OHM BOCES and the component school districts.
  - B. This CSOs' Cabinet may be used to ascertain the needs of school districts, discuss proposals for meeting such needs, provide information concerning legal requirement of school districts and other topics deemed appropriate by the District Superintendent.
  - C. It is the intent of the CSOs' Cabinet to maintain and develop close cooperation among and between component school districts and to facilitate the communication process within the OHM BOCES area.
  - D. Membership in the Cabinet is limited to the officially appointed Chief School Officers of the component school districts who shall meet at such times and places as designated by the District Superintendent.
  - E. Other personnel of the component school districts and OHM BOCES may be required to attend regularly or at specific meetings by the District Superintendent to facilitate the matters under consideration.

ADMINISTRATIVE COUNCILS, CABINETS AND COMMITTEES

III. Administrative Council

- A. An Administrative Council has been established by the District Superintendent of Schools to facilitate the administrative, instructional and organizational phases of the OHM BOCES.
- B. It meets at such times and places as determined by the District Superintendent.
- C. Membership in the Administrative Council is composed of those persons appointed by the Board of Cooperative Educational Services whom the District Superintendent wishes to regularly consult on OHM BOCES matters and who have major administrative responsibilities for OHM BOCES services and programs.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Adopted: 07/10/02

Revised: 04/10/19, \_\_\_\_\_

# Policy

Draft 6/19/23  
3100

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## ADMINISTRATION

### DISTRICT SUPERINTENDENT

#### I. Policy

The Board of Cooperative Educational Services, with the approval of the Commissioner of Education, shall appoint a District Superintendent, who shall act as the Chief Executive Officer of the OHM BOCES.

#### II. Duties

- A. The District Superintendent shall possess the powers and discharge the duties defined in Education Law and be responsible for executing all policies, decisions and orders of the Board of Cooperative Educational Services.
- B. The District Superintendent shall report to the Board of Cooperative Educational Services upon the operation of the policies adopted by the Board of Cooperative Educational Services and may present for consideration such changes and amendments as he/she believes to be desirable or necessary. In the absence of a Board Policy, the District Superintendent shall have the power to take administrative action.
- C. The general administration of all programs shall be under the District Superintendent's discretion and supervision. The District Superintendent or their designee shall attend all meetings of the Board of Cooperative Educational Services and shall act in an advisory capacity on all matters. In all emergency situations not specifically designated, the District Superintendent shall have the power to act in accordance with their best judgment. In the absence of the District Superintendent, the Assistant Superintendents, Directors, Principals, Assistant Principals, Managers/Supervisors, in that order, shall assume responsibility for administrative decisions.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Adopted: 07/10/02

Revised: 04/10/19



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ADMINISTRATION

EVALUATION OF THE DISTRICT SUPERINTENDENT  
AND OTHER ADMINISTRATIVE STAFF

I. District Superintendent

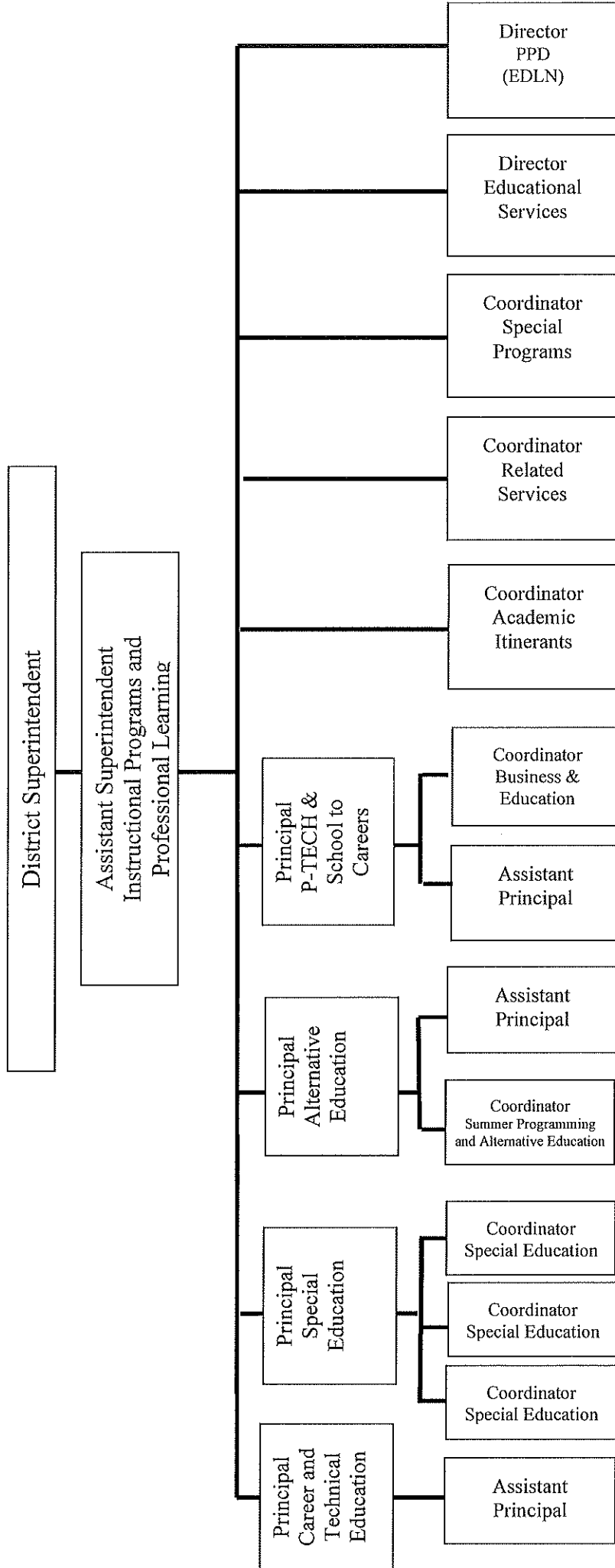
- A. The Board of Cooperative Educational Services shall conduct an annual evaluation of the performance of the District Superintendent using procedures agreed to by the District Superintendent and the Board of Cooperative Educational Services. Such procedures shall be filed in the District Superintendent's Office, and be available for review by any individual no later than August 1 of each year.
- B. The evaluation report shall be maintained as a confidential document.
- C. The District Superintendent shall be granted the opportunity to respond to the evaluation.

II. Other Administrative Staff

All other administrative personnel shall be evaluated by the District Superintendent, Assistant Superintendent or other administrator to whom they report.

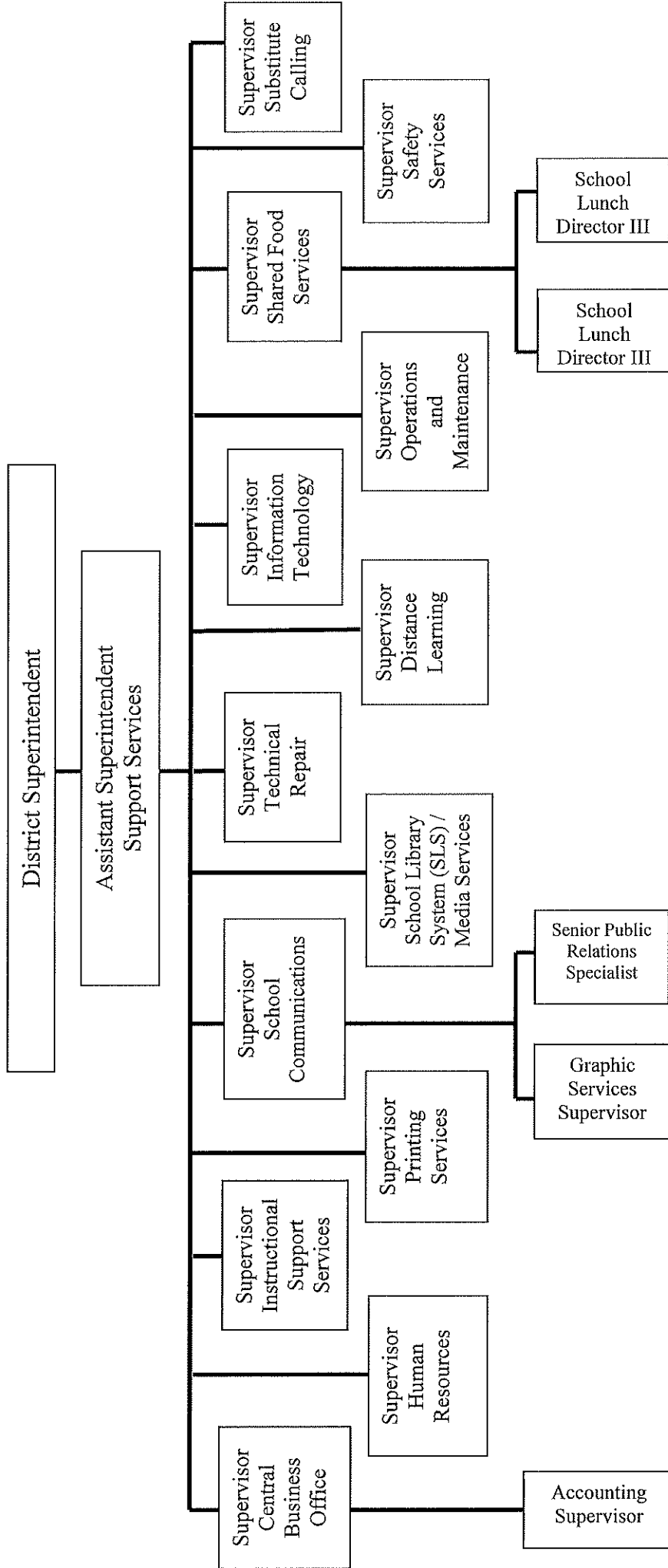
ORGANIZATIONAL CHART

## INSTRUCTIONAL PROGRAMS AND PROFESSIONAL LEARNING



ORGANIZATIONAL CHART

**SUPPORT SERVICES**





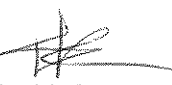
# Oneida-Herkimer-Madison BOCES

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

VII D. 6.  
Approval of Middle Settlement Academy  
Agreement with MVCC  
July 12, 2023


## MEMORANDUM

To: Cooperative Board

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

Date: June 23, 2023

Subject: Approval of Middle Settlement Academy Agreement with MVCC

Prepared by: Christopher Hill 

### Background:

Oneida-Herkimer-Madison BOCES has long partnered with Mohawk Valley Community College (MVCC) to provide services and benefits to the students of OHM BOCES and its component districts.

### Discussion:

Oneida-Herkimer-Madison BOCES has long been a provider of Alternative Education programming for its component districts. In recent years, that programming has expanded to two sites. The BOCES has also continually worked to provide career training and college opportunities for Alternative Education students. OHM BOCES Middle Settlement Academy is looking to partner with MVCC to enhance these ongoing initiatives. With this partnership, Middle Settlement Academy will locate 50 to 80 students to the MVCC campus where they will complete their high school requirements while participating in career training programs and college coursework.

### Recommendation:

It is recommended that the Oneida Herkimer Madison Cooperative Board approves the Middle Settlement Academy Agreement between OHM BOCES and MVCC.

### Resolution:

That the Oneida-Herkimer-Madison Cooperative Board approve the Middle Settlement Academy Agreement between OHM BOCES and MVCC.

## **MIDDLE SETTLEMENT ACADEMY AGREEMENT**

**THIS MIDDLE SETTLEMENT ACADEMY AGREEMENT** (“Agreement”) entered into on July 13, 2023 by and between Oneida-Herkimer-Madison Board of Cooperative Educational Services (“OHM BOCES”) and Mohawk Valley Community College (“MVCC”) (collectively referred to as the Parties).

**WHEREAS**, OHM BOCES is part of a state-wide system of Boards of Cooperative Educational Services which offer a wide variety of educationally focused programs, services, and support systems to public education agencies and students, including career and technical education, special and alternative education, administrative and financial services, human resources, program and professional learning, information and technology support, and shared itinerant staff; and

**WHEREAS**, MVCC provides accessible, high-quality educational opportunities and is committed to student success through partnerships, transfer and career pathways, and personal enrichment; and

**WHEREAS**, OHM BOCES and MVCC have worked collectively together to enhance the educational opportunities of professionals and students and desire to continue this relationship with the addition of the services and programs outlined in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

**1. Services. Middle Settlement Academy “MSA” / MVCC Pathways Partnership.** These Services shall expand opportunities for the region’s alternative education population to more fully-engage in post-high school education, training, and work opportunities through purposeful engagement with pathways to careers during their 12th grade year experience and by allowing for soft hand-offs to employers and/or higher education partners post-high school completion.

- A. Responsibilities of OHM BOCES:
  - i. Coordinate the Middle Settlement Academy pathways project at MVCC.
  - ii. Provide staffing for all high school requirements and student support.
  
- B. Responsibilities of MVCC:
  - i. Offer coursework required for MSA students to complete educational training that can lead to high tech careers in advanced manufacturing.

- ii. Align coursework to the public school calendar.
- iii. Provide academic enrichment in collaboration with and under the discretion of BOCES which include opportunities to engage with Google Career Certificates and MVCC's numerous Fast Track programs.
- iv. Support transitional planning to ensure a high and sustained level of student support.

2. **Term.** This Agreement shall become effective on July 1, 2023 and shall remain in effect until June 30, 2023 unless terminated sooner as provided herein. The Agreement shall be renewed at the end of the term for a successive one-year term provided OHM BOCES provides written notice of its intention to renew not less than fifteen (15) days before expiration of the term of the Agreement.

3. **Payment.**

A. OHM BOCES shall make the following payments to MVCC:

- i. Rent for use of MVCC facilities shall be set forth in Addendum A attached hereto.

B. MVCC shall support program deployment by providing:

- i. Up to Three Hundred Fifty-Seven Dollars (\$357,000) in tuition, fees, and book funding to implement technical and career-based programming for MSA population.

4. **Facilities Use.** MVCC shall provide suitable locations on its campus for OHM BOCES' use as part of the MSA program and related Services ("Facilities"). MVCC shall keep Facilities in good repair and be solely responsible for the maintenance, utilities, cleaning, and repair of Facilities, provided OHM BOCES shall be financial responsibility for any damage, theft or destruction of the Facilities caused by OHM BOCES, including its staff and students.

5. **Insurance.** During the term of this Agreement and any extension thereof, MVCC shall keep in effect at its own expense commercial general liability insurance, including contractual coverage, naming OHM BOCES as an additional insured, on a primary and non-contributory basis, with a combined single limit of \$3,000,000 per occurrence, general aggregate of \$4,000,000, Sexual Abuse and Molestation coverage reasonably acceptable to the District, and statutory insurance coverage in compliance with New York State Workers' Compensation Law. MVCC shall provide OHM BOCES with certificates of insurance evidencing such coverage, and shall require its carrier to provide not less than thirty (30) days advance written notice prior to any cancellation, non-renewal or material modification of coverage.

**6. Indemnification.** MVCC shall at all times (both during and after the term hereof) defend, indemnify and hold harmless OHM BOCES, its officers, administrators, and employees against and from any and all settlements, losses, damages, costs, counsel fees and all other expenses relating to or arising from any and all claims (whether or not groundless) of every nature or character (including, but without limitation, claims for personal injury, death and damage to property) asserted against OHM BOCES resulting from (i) the gross negligence or willful misconduct of MVCC, its officers, administrators, employees, or agents providing services in connection with this Agreement; (ii) failure to maintain the Facilities in good repair; or (iii) breach of this Agreement. Except to the extent caused by MVCC's negligence or willful misconduct, OHM BOCES shall at all times (both during and after the term hereof) defend, indemnify and hold harmless Provider, its employees and affiliates against and from any and all settlements, losses, damages, costs, counsel fees and all other expenses relating to or arising from any and all claims (whether or not groundless) of every nature or character (including, but without limitation, claims for personal injury, death and damage to property) asserted against MVCC resulting from the gross negligence or willful misconduct of OHM BOCES, its officers, administrators, and employees.

**7. Compliance with Law.** The Parties shall comply with all federal, state, local laws, rules and regulations applicable to the Services provided under this Agreement, including local laws and codes applicable to the Facilities.

**8. Termination.** Either Party may terminate this Agreement (a) without cause, upon one hundred and twenty (120) days written notice to the other Party; (b) for a breach of a material term upon thirty days (30) days written notice to the other Party; or (c) or my mutual written consent.

**9. Independent Entities.** It is expressly intended by the Parties that MVCC and OHM BOCES are independent entities and nothing contained herein shall be construed as creating joint or co-employment relationship for any reason. MVCC's officers, employees, and agents shall under no circumstances be deemed to be or shall hold themselves out to be employees or representatives of OHM BOCES. OHM BOCES' officers, employees, and agents shall under no circumstances be deemed to be or shall hold themselves out to be employees or representatives of MVCC. Each Party shall have exclusive liability for the payment of local, state and federal payroll taxes or contributions or taxes for unemployment insurance, workers' compensation, pensions or other social security and related protection, for its employees.

**10. Notice.** Except as otherwise provided for herein, all notices required under this Agreement shall be sent (a) via overnight courier or (b) hand delivered to the addresses set forth below, or to such other address as either Party shall provide by notice given in accordance with this Agreement.

To OHM BOCES:

To MVCC: Lewis Kahler  
1101 Sherman Drive  
Utica, NY 13501

11. **Force Majeure.** Neither Party shall be liable for any delays or failure to perform under this Agreement caused by acts of God, public enemies, war, civil disorder, strike, pandemic, or any other similar or different causes not within the reasonable control of the non-performing Party.
12. **Waiver.** The waiver by either Party of any breach of this Agreement by the other Party shall not waive subsequent breaches of the same or different kind. The failure of either Party to enforce any rights under this Agreement in a particular instance shall not operate as a waiver of said Party's right to enforce the same or different rights in subsequent instances.
13. **Construction.** This Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement or based on a Party's undertaking of an obligation under this Agreement.
14. **Severability.** The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision herein. Any invalid or unenforceable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be invalid or unenforceable.
15. **Applicable Law.** This Agreement shall be controlled by the procedural and substantive laws of the State of New York.
16. **Assignment.** Any assignment of this Agreement or any interest herein by either Party without the other Party's written consent having first been obtained shall be void and of no effect.
17. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. Any and all written or oral agreements existing between the Parties pertaining to the subject matter of this Agreement are expressly superseded and canceled. Except as otherwise provided in this Agreement, this Agreement may not be altered, modified, amended or otherwise changed, except by a written instrument executed by both Parties.

*- The Remainder of This Pages was Intentionally Left Blank -*



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year first above written.

**Oneida-Herkimer-Madison BOCES**

**Mohawk Valley Community College**

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

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

Name: Patricia N. Kilburn, Ed.D.

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

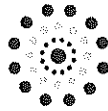
Title: District Superintendent

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

Addendum A: Rent for use of MVCC Facilities

OHM BOCES shall be provided with 2-dedicated classrooms and sufficient office and meeting space required to deploy MSA programming at MVCC. Additionally, MSA coursework will be offered in additional classroom and technical lab facilities, coordinated through MVCC's master room schedule.

OHM BOCES shall pay to MVCC the base rent of Eighteen Thousand Five Hundred Dollars (\$18,500) (the "**Base Annual Rent**") during the Term. Rent shall be payable semesterly during the Term of this contract.




## Oneida-Herkimer-Madison BOCES

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

VII D. 7.  
Approval of Educational Enrichment  
Agreement with MVCC  
July 12, 2023


### MEMORANDUM

To: Cooperative Board

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

Date: June 23, 2023

Subject: Approval of Educational Enrichment Agreement with MVCC

Prepared by: Christopher Hill 

#### **Background:**

Oneida-Herkimer-Madison BOCES has long partnered with Mohawk Valley Community College (MVCC) to provide services and benefits to the students of OHM BOCES and its component districts.

#### **Discussion:**

The Oneida-Herkimer-Madison BOCES and its component districts looks to expand and enhance these partnership opportunities through collaboration with Mohawk Valley Community College in the areas of Career Development, Professional Learning, Enrichment Activities and Transition Services.

- In Career Development we will partner to bring college resources and guidance to all students through our School to Careers activities such as job fairs, internships, and college admissions processes.
- With Professional development, the partnership will work to align pathways, curriculum, and pedagogy from 9<sup>th</sup> grade through college.
- With enrichment activities, the partnership will seek to provide new learning opportunities for beyond the traditional scope for all students in the region, such as Math Corps.
- In Transitions Services, the partnership will work to support school districts by creating new, authentic opportunities and support for a broad array of students with disabilities in their transition from High School to postsecondary opportunities (education/employment/independent living).

#### **Recommendation:**

It is recommended that the Oneida-Herkimer-Madison Cooperative Board approves the Educational Enrichment Agreement between OHM BOCES and MVCC.

#### **Resolution:**

That the Oneida-Herkimer-Madison Cooperative Board approve the Educational Enrichment Agreement between OHM BOCES and MVCC.

## **EDUCATIONAL ENRICHMENT AGREEMENT**

**THIS EDUCATIONAL ENRICHMENT AGREEMENT** (“Agreement”) entered into on July 13, 2023 by and between Oneida-Herkimer-Madison Board of Cooperative Educational Services (“OHM BOCES”) and Mohawk Valley Community College (“MVCC”) (collectively referred to as the Parties).

**WHEREAS**, OHM BOCES is part of a state-wide system of Boards of Cooperative Educational Services which offer a wide variety of educationally focused programs, services, and support systems to public education agencies and students, including career and technical education, special and alternative education, administrative and financial services, human resources, program and professional learning, information and technology support, and shared itinerant staff; and

**WHEREAS**, MVCC provides accessible, high-quality educational opportunities and is committed to student success through partnerships, transfer and career pathways, and personal enrichment; and

**WHEREAS**, OHM BOCES and MVCC have worked collectively together to enhance the educational opportunities of professionals and students and desire to continue this relationship with the addition of the services and programs outlined in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

**1. Services.** The Parties shall provide the following services:

**A. Career Development.**

i. Responsibilities of OHM BOCES:

- Align high school programs for BOCES and the component districts to maximize advanced standing in postsecondary education/training programs, and to generate cohesive pathways to advanced degrees and careers.
- Endeavor to ensure that career development includes all students.
- Provide coordination and leadership of activities.

ii. Responsibilities of MVCC:

- Provide resources and support to BOCES and component schools districts in navigating the college admissions and financial aid process.

- Support the development and maintenance of standard curricular scope and sequences tailored for individual school districts that maximize program-specific dual credit coursework to minimize future higher education expenses.
- Engage with school district and BOCES parent events to add an additional dimension, enabling the events to be more holistic in nature and focused on providing whole-family upskilling pathways.

**B. Professional Learning.**

- i. Responsibilities of OHM BOCES:
  - Schedule and coordinate regional professional development offerings in partnership with MVCC faculty and staff.
  - Provide oversight of curricular initiatives.
  - Perform needs assessment and evaluation.
- ii. Responsibilities of MVCC:
  - Collaborate with regional school districts and BOCES on curricular mapping and modification projects aimed at developing cohesive, vertically aligned curriculums from grade 9 to career.
  - Embed college faculty into regional Professional Learning Communities to diversify group perspectives.
  - Co-develop programming to ease students' transitions from high school to higher education.

**C. Transition Services.** These services will include the Co-development, deployment, and scaling of targeted strategies aimed at assisting students with disabilities in receiving job exploration counseling, work-based learning experiences, counseling on post-secondary educational options, workplace readiness training, self-advocacy training, and peer mentoring.

- i. Responsibilities of OHM BOCES:
  - Serve as a conduit for regional school districts to access all transition services.
  - Schedule and coordinate regional services.
  - Provide staffing as appropriate to enhance delivery of Services.
- ii. Responsibilities of MVCC:
  - Collaborate on the development and deployment of transition services.
  - Provide staffing as appropriate to enhance delivery of services.

D. **Student Enrichment.** These Services shall provide support to and strengthen the educational pipeline by implementing comprehensive enrichment programming.

- i. Responsibilities of OHM BOCES:
  - Offer programming and recruit students from regional school districts.
  - Coordinate and schedule regional events.
  - Provide staffing for regional events as needed.
- ii. Responsibilities of MVCC:
  - Co-develop a Math Corps replication program and mimic the guiding tenets of the Math Corps program to develop a complementary Literacy Corps program.
  - Engage with Districts and BOCES to expand FIRST Tech Challenge programming throughout the region.

2. **Term.** This Agreement shall become effective on July 1, 2023 and shall remain in effect until June 30, 2023 unless terminated sooner as provided herein. The Agreement shall be renewed at the end of the term for a successive one-year term provided OHM BOCES provides written notice of its intention to renew not less than fifteen (15) days before expiration of the term of the Agreement.

3. **Payment.**

A. OHM BOCES shall make the following payments to MVCC:

- i. An annual amount of Two Hundred Thirty-One Thousand Dollars (\$231,000) to be divided into Four (4) equal payments for services provided under Sections 1(a) – (d) above.

4. **Insurance.** During the term of this Agreement and any extension thereof, MVCC shall keep in effect at its own expense commercial general liability insurance, including contractual coverage, naming OHM BOCES as an additional insured, on a primary and non-contributory basis, with a combined single limit of \$3,000,000 per occurrence, general aggregate of \$4,000,000, Sexual Abuse and Molestation coverage reasonably acceptable to the District, and statutory insurance coverage in compliance with New York State Workers' Compensation Law. MVCC shall provide OHM BOCES with certificates of insurance evidencing such coverage, and shall require its carrier to provide not less than thirty (30) days advance written notice prior to any cancellation, non-renewal or material modification of coverage.

5. **Indemnification.** MVCC shall at all times (both during and after the term hereof) defend, indemnify and hold harmless OHM BOCES, its officers, administrators, and employees

against and from any and all settlements, losses, damages, costs, counsel fees and all other expenses relating to or arising from any and all claims (whether or not groundless) of every nature or character (including, but without limitation, claims for personal injury, death and damage to property) asserted against OHM BOCES resulting from (i) the gross negligence or willful misconduct of MVCC, its officers, administrators, employees, or agents providing services in connection with this Agreement; (ii) failure to maintain the Facilities in good repair; or (iii) breach of this Agreement. Except to the extent caused by MVCC's negligence or willful misconduct, OHM BOCES shall at all times (both during and after the term hereof) defend, indemnify and hold harmless Provider, its employees and affiliates against and from any and all settlements, losses, damages, costs, counsel fees and all other expenses relating to or arising from any and all claims (whether or not groundless) of every nature or character (including, but without limitation, claims for personal injury, death and damage to property) asserted against MVCC resulting from the gross negligence or willful misconduct of OHM BOCES, its officers, administrators, and employees.

**6. Compliance with Law.** The Parties shall comply with all federal, state, local laws, rules and regulations applicable to the Services provided under this Agreement.

**7. Termination.** Either Party may terminate this Agreement (a) without cause, upon one hundred and twenty (120) days written notice to the other Party; (b) for a breach of a material term upon thirty days (30) days written notice to the other Party; or (c) or by mutual written consent.

**8. Independent Entities.** It is expressly intended by the Parties that MVCC and OHM BOCES are independent entities and nothing contained herein shall be construed as creating joint or co-employment relationship for any reason. MVCC's officers, employees, and agents shall under no circumstances be deemed to be or shall hold themselves out to be employees or representatives of OHM BOCES. OHM BOCES' officers, employees, and agents shall under no circumstances be deemed to be or shall hold themselves out to be employees or representatives of MVCC. Each Party shall have exclusive liability for the payment of local, state and federal payroll taxes or contributions or taxes for unemployment insurance, workers' compensation, pensions or other social security and related protection, for its employees.

**9. Notice.** Except as otherwise provided for herein, all notices required under this Agreement shall be sent (a) via overnight courier or (b) hand delivered to the addresses set forth below, or to such other address as either Party shall provide by notice given in accordance with this Agreement.

To OHM BOCES:

To MVCC: Lewis Kahler  
1101 Sherman Drive  
Utica, NY 13501

- 10. Force Majeure.** Neither Party shall be liable for any delays or failure to perform under this Agreement caused by acts of God, public enemies, war, civil disorder, strike, pandemic, or any other similar or different causes not within the reasonable control of the non-performing Party.
- 11. Waiver.** The waiver by either Party of any breach of this Agreement by the other Party shall not waive subsequent breaches of the same or different kind. The failure of either Party to enforce any rights under this Agreement in a particular instance shall not operate as a waiver of said Party's right to enforce the same or different rights in subsequent instances.
- 12. Construction.** This Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement or based on a Party's undertaking of an obligation under this Agreement.
- 13. Severability.** The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision herein. Any invalid or unenforceable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be invalid or unenforceable.
- 14. Applicable Law.** This Agreement shall be controlled by the procedural and substantive laws of the State of New York.
- 15. Assignment.** Any assignment of this Agreement or any interest herein by either Party without the other Party's written consent having first been obtained shall be void and of no effect.
- 16. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. Any and all written or oral agreements existing between the Parties pertaining to the subject matter of this Agreement are expressly superseded and canceled. Except as otherwise provided in this Agreement, this Agreement may not be altered, modified, amended or otherwise changed, except by a written instrument executed by both Parties.



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the date and year first above written.

**Oneida-Herkimer-Madison BOCES**

**Mohawk Valley Community College**

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

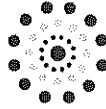
By: \_\_\_\_\_

Name: Patricia N. Kilburn, Ed.D.

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

Title: District Superintendent

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



# Oneida-Herkimer-Madison BOCES


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

www.oneida-boces.org

VII D. 8.  
Approval of Transition Services Agreement  
With MVCC  
July 12, 2023


## MEMORANDUM

To: Cooperative Board

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

Date: June 23, 2023

Subject: Approval of Transition Services Agreement with MVCC

Prepared by: Christopher Hill 

### **Background:**

Oneida-Herkimer-Madison BOCES has long partnered with Mohawk Valley Community College (MVCC) to provide services and benefits to the students of OHM BOCES and its component districts, beyond the Prekindergarten-Grade 12 (P-12) scope of BOCES programming.

### **Discussion:**

School Districts and BOCES are required to provide Transition Services to all students with disabilities in order to prepare students for life after high school and to expose and connect students to postsecondary opportunities. Oneida-Herkimer-Madison BOCES looks to partner with MVCC, through a grant, provided by Adult Career Continuing Education Services-Vocational Rehabilitation (ACCES-VR), to build a team of Transition Specialists that will provide direct support to OHM BOCES component districts and their students with disabilities, with their transition services while in high school and during their post-secondary transition.

### **Recommendation:**

It is recommended that the Oneida-Herkimer-Madison Cooperative Board approves the Transition Services Agreement between OHM BOCES and MVCC.

### **Resolution:**

That the Oneida-Herkimer-Madison Cooperative Board approve the Transition Services Agreement between OHM BOCES and MVCC.

## **TRANSITION SERVICES AGREEMENT**

**THIS TRANSITION SERVICES AGREEMENT** (“Agreement”) entered into on July 13, 2023 by and between Oneida-Herkimer-Madison Board of Cooperative Educational Services (“OHM BOCES”) and Mohawk Valley Community College (“MVCC”) (collectively referred to as the Parties).

**WHEREAS**, OHM BOCES is part of a state-wide system of Boards of Cooperative Educational Services which offer a wide variety of educationally focused programs, services, and support systems to public education agencies and students, including career and technical education, special and alternative education, administrative and financial services, human resources, program and professional learning, information and technology support, and shared itinerant staff; and

**WHEREAS**, MVCC provides accessible, high-quality educational opportunities and is committed to student success through partnerships, transfer and career pathways, and personal enrichment; and

**WHEREAS**, OHM BOCES and MVCC have worked collectively together to enhance the educational opportunities of professionals and students and desire to continue this relationship with the addition of the services and programs outlined in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

**1. Services.** The Services shall include co-develop, deploy, and scale targeted strategies that will assist students with disabilities in receiving job exploration counseling, work-based learning experiences, counseling on post-secondary educational options, workplace readiness training, self-advocacy training, and peer mentoring.

- A. Responsibilities of OHM BOCES:
  - i. Serve as a conduit for regional school districts to access all transition services.
  - ii. Schedule and coordinate regional services.
  - iii. Provide staffing as appropriate to enhance delivery of Services.
  
- B. Responsibilities of MVCC:
  - i. Collaborate on the development and deployment of pre-Employment Transition Services including the following:
    - o Job exploration counseling opportunities
    - o Work-based learning experiences

- Counseling on opportunities for enrollment in post-secondary educational programs
- Work-readiness training
- Instruction in self-advocacy

2. **Term.** This Agreement shall become effective on July 1, 2023 and shall remain in effect until June 30, 2023 unless terminated sooner as provided herein. The Agreement shall be renewed at the end of the term for a successive one-year term provided OHM BOCES provides written notice of its intention to renew not less than fifteen (15) days before expiration of the term of the Agreement.

3. **Grant Funding.** MVCC shall provide OHM BOCES One Million Three Hundred Twenty-Eight Thousand Nine Hundred Dollars (\$1,328,900) in annual grant funding to support the high school staffing necessary for transitional planning services and an additional Three Hundred One Thousand Dollars (\$301,000) to support travel and material procurement requirements of Transitional Services.

4. **Use of Funds.** OHM BOCES agrees that the funds will be used in support of the Services under Section 1 and the Detailed Budget (Appendix A). Any transfers within the detailed budget lines have to be approved by MVCC.

5. **Invoicing.** OHM BOCES shall submit invoices based upon actual, allowable expenditures incurred during the billing period. All invoices shall be submitted using OHM BOCES' standard invoice, but at a minimum shall include current and cumulative costs and must include supporting documentation. Upon the receipt of proper invoices, MVCC agrees to process payments within 1-month of receipt.

Period 1: May 1-August 31	Invoice Due: September 14
Period 2: September 1-December 31	Invoice Due: January 14
Period 3: January 1-April 30	Invoice Due: May 14

6. **Insurance.** During the term of this Agreement and any extension thereof, MVCC shall keep in effect at its own expense commercial general liability insurance, including contractual coverage, naming OHM BOCES as an additional insured, on a primary and non-contributory basis, with a combined single limit of \$3,000,000 per occurrence, general aggregate of \$4,000,000, Sexual Abuse and Molestation coverage reasonably acceptable to the District, and statutory insurance coverage in compliance with New York State Workers' Compensation Law. MVCC shall provide OHM BOCES with certificates of insurance evidencing such coverage, and shall require its carrier to provide not less than thirty (30) days advance written notice prior to any cancellation, non-renewal or material modification of coverage.

7. **Indemnification.** MVCC shall at all times (both during and after the term hereof) defend, indemnify and hold harmless OHM BOCES, its officers, administrators, and employees against and from any and all settlements, losses, damages, costs, counsel fees and all other

expenses relating to or arising from any and all claims (whether or not groundless) of every nature or character (including, but without limitation, claims for personal injury, death and damage to property) asserted against OHM BOCES resulting from (i) the gross negligence or willful misconduct of MVCC, its officers, administrators, employees, or agents providing services in connection with this Agreement; (ii) failure to maintain the Facilities in good repair; or (iii) breach of this Agreement. Except to the extent caused by MVCC's negligence or willful misconduct, OHM BOCES shall at all times (both during and after the term hereof) defend, indemnify and hold harmless Provider, its employees and affiliates against and from any and all settlements, losses, damages, costs, counsel fees and all other expenses relating to or arising from any and all claims (whether or not groundless) of every nature or character (including, but without limitation, claims for personal injury, death and damage to property) asserted against MVCC resulting from the gross negligence or willful misconduct of OHM BOCES, its officers, administrators, and employees.

**8. Compliance with Law.** The Parties shall comply with all federal, state, local laws, rules and regulations applicable to the Services provided under this Agreement.

**9. Termination.** Either Party may terminate this Agreement (a) without cause, upon one hundred and twenty (120) days written notice to the other Party; (b) for a breach of a material term upon thirty days (30) days written notice to the other Party; or (c) or my mutual written consent.

**10. Independent Entities.** It is expressly intended by the Parties that MVCC and OHM BOCES are independent entities and nothing contained herein shall be construed as creating joint or co-employment relationship for any reason. MVCC's officers, employees, and agents shall under no circumstances be deemed to be or shall hold themselves out to be employees or representatives of OHM BOCES. OHM BOCES' officers, employees, and agents shall under no circumstances be deemed to be or shall hold themselves out to be employees or representatives of MVCC. Each Party shall have exclusive liability for the payment of local, state and federal payroll taxes or contributions or taxes for unemployment insurance, workers' compensation, pensions or other social security and related protection, for its employees.

**11. Notice.** Except as otherwise provided for herein, all notices required under this Agreement shall be sent (a) via overnight courier or (b) hand delivered to the addresses set forth below, or to such other address as either Party shall provide by notice given in accordance with this Agreement.

To OHM BOCES:

To MVCC: Lewis Kahler  
1101 Sherman Drive  
Utica, NY 13501

**12. Force Majeure.** Neither Party shall be liable for any delays or failure to perform under this Agreement caused by acts of God, public enemies, war, civil disorder, strike, pandemic, or any other similar or different causes not within the reasonable control of the non-performing Party.

**13. Waiver.** The waiver by either Party of any breach of this Agreement by the other Party shall not waive subsequent breaches of the same or different kind. The failure of either Party to enforce any rights under this Agreement in a particular instance shall not operate as a waiver of said Party's right to enforce the same or different rights in subsequent instances.

**14. Construction.** This Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement or based on a Party's undertaking of an obligation under this Agreement.

**15. Severability.** The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision herein. Any invalid or unenforceable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be invalid or unenforceable.

**16. Applicable Law.** This Agreement shall be controlled by the procedural and substantive laws of the State of New York.

**17. Assignment.** Any assignment of this Agreement or any interest herein by either Party without the other Party's written consent having first been obtained shall be void and of no effect.

**18. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. Any and all written or oral agreements existing between the Parties pertaining to the subject matter of this Agreement are expressly superseded and canceled. Except as otherwise provided in this Agreement, this Agreement may not be altered, modified, amended or otherwise changed, except by a written instrument executed by both Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the date and year first above written.

**Oneida-Herkimer-Madison BOCES**

**Mohawk Valley Community College**

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

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

Name: Patricia N. Kilburn, Ed.D.

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

Title: District Superintendent

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

Appendix A: Detailed Budget

Budget Line Item	Amount
Personnel Costs	\$970,000
Fringe Costs	\$358,900
Food	\$20,000
Staff Travel	\$5,000
Student Transportation	\$44,000
Printing	\$2,000
Consumable Materials	\$10,000
Technology	\$20,000
Student Stipends for Mentoring	\$50,000
Driver's Education Course	\$150,000





## Oneida-Herkimer-Madison BOCES


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

Christopher Hill  
*Assistant Superintendent for  
Instructional Programs & Professional Learning*  
T: 315.793.8644  
F: 315.793.8549  
chill@oneida-boces.org

VII D. 9.  
Approval of Code of Conduct  
2023-2024 (first reading)  
July 12, 2023


### MEMORANDUM

To: Cooperative Board

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

Date: June 29, 2023

Subject: Approval of Code of Conduct for 2023-2024 School Year

Prepared By: Christopher Hill 

#### Background

In 2000 New York State Project SAVE legislation was signed into law mandating the development and implementation of plans and procedures relating to school codes of conduct, character education and school safety plans.

#### Discussion

Each year the Code of Conduct is reviewed for revisions by the Instructional Programs & Professional Learning Division team comprised of administration, teaching, and support staff. At the suggestion of that team, and as a result of guidance from the Cooperative Board's Policy Committee there has been suggested revisions to the Code in the following areas:

- Section XII – language added to reflect BOCES' compliance with the use of aversive interventions.

#### Recommendation

It is recommended that the Cooperative Board adopt the revised 2023-2024 Code of Conduct for the Oneida-Herkimer-Madison BOCES.

#### Resolution

That the Cooperative Board approves the Code of Conduct for the Oneida-Herkimer-Madison BOCES effective July 1, 2023, with the understanding that this document will be reviewed annually.

Attachment

Sole supervisory District Oneida-Herkimer-Madison BOCES

# 2023-2024 Code of Conduct

# 2023-2024 CODE OF CONDUCT

IN ACCORDANCE WITH THE  
NEW YORK STATE SCHOOLS  
AGAINST VIOLENCE IN  
EDUCATION ACT

*"We are better together  
We are OHM BOCES!"*

CODE OF CONDUCT

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CODE OF CONDUCT**I. Introduction**

The Oneida-Herkimer-Madison BOCES (OHM BOCES) Board of Cooperative Educational Services has adopted a comprehensive Code of Conduct which aligns with the New York State SAVE Legislation, delivers the highest quality of education that can be provided to students, and formulates a policy which provides our children a safe school environment.

The Board of Cooperative Educational Services' purpose is to meet the requirements established by the SAVE Legislation (Safe Schools Against Violence in Education Act (Chapter 181 of the Laws of 2000), Article 2-A of the Education Law, and Section 100.2 of the Commissioner's Regulations and in collaboration with students, teachers, administrators, parents, school safety personnel and other school personnel) and make provisions for the governing of the conduct of students, school personnel and visitors on OHM BOCES property, on school buses and at school-sponsored functions. In order to do so, OHM BOCES' comprehensive approach attempts to assure the constitutional rights of every student to expect an education delivered in an environment which is conducive to learning and free of disruption. Furthermore, it deals with any form of school violence that endangers the safety and welfare of students and disrupts the learning environment.

OHM BOCES has also established certain expectations for conduct on school property and at school functions. These expectations are based upon:

1. Enforcing of school rules in a fair, firm, consistent campus-wide manner.
2. Utilizing positive reinforcement for acceptable behavior.
3. Keeping open communication with parents and the community.
4. Demonstrating by work and personal example, respect for law, order, self-discipline, and strive to uphold principles of civility, mutual respect, citizenship, character tolerance, honesty and integrity.

Unless otherwise indicated, this code applies to all students, school personnel, parents and other visitors when on school property or attending a school function.

**II. Definitions**

For the purposes of this code, the following definitions apply:

**Assault** - a person is guilty of assault when:

1. With intent to cause serious physical injury to another person, he/she causes such injury to such person or to a third person; or
2. They recklessly cause physical injury to another person; or
3. With criminal negligence, he/she causes physical injury to another person

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by means of a deadly weapon or a dangerous instrument.

Other circumstances involving assault, but are not limited to are:

1. Intent to disfigure.
2. Evincing a depraved indifference to human life, recklessly engaging in Conduct which creates a grave risk of death to another person.

**Cyberbullying** - means harassment or bullying that occurs through any form of electronic communication.

**Disability** - means (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques or (b) a record of such an impairment or (c) a condition regarded by others as such an impairment, provided, however, that in all provisions of this article dealing with employment, the term must be limited to disabilities which, upon the provision of reasonable accommodations, do not prevent the complainant from performing in a reasonable manner the activities involved in the job or occupation sought or held.

**Discrimination** – means discrimination against any student be a student or students and/or employee or employees on school property or at a school function including, but not limited to, discrimination based on a person’s actual or perceived race, color, weight, natural hair or hairstyle, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex.

**Disruptive student** - an elementary or secondary student age 21 or under who is substantially disruptive of the educational process or substantially interferes with the teacher’s authority over the classroom.

**Employee** – any person: (i) who is receiving compensation from a school or (ii) whose duties involve direct student contact and (a) who is receiving compensation from any person or entity that contracts with a school to provide transportation services to children, or (b) who is an employee of a contracted service provider or worker placed within the school under a public assistance employment program, pursuant to title nine-B of article five of the social services law, and consistent with the provisions of such title for the provision of services to such school, its students or employees, directly or through contract.

**Gender** - means a person’s actual or perceived sex and includes a person’s gender identity or expression (Education Law Section 11(6)). “Gender expression” is the manner in which a person represents or expresses gender to others, including but not limited to behavior, clothing, hairstyle, activities, voice or mannerisms. “Gender Identity” means a person’s self-conception of their gender, whether or not such self-conception is different from that traditionally associated with the person’s physiology or

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assigned sex at birth.

**“Harassment or bullying”** means the creation of a hostile environment by conduct or by threats, intimidation, or abuse, including cyberbullying as defined in this Code, that either:

1. Has or would have the effect of unreasonably and substantially interfering with a student’s educational performance, opportunities or benefits, or with the student’s mental, emotional and/or physical well-being, including conduct, threats, intimidation or abuse that reasonably causes or would reasonably be expected to cause emotional harm; or
2. Reasonably causes or would reasonably be expected to cause physical injury to a student or to cause a student to fear for his or her physical safety.

This Code applies to all acts of harassment or bullying that occur on school property or at a school function, as well as to acts occurring off school property when (i) those acts create or would foreseeably create a risk of substantial disruption within the school environment, and (ii) it is foreseeable that the conduct, threats, intimidation, or abuse might reach school property.

For purposes of this definition, the terms “threats, intimidation, or abuse” shall include verbal and non-verbal actions. “Emotional harm” that takes place in the context of “harassment or bullying” means harm to a student’s emotional well-being through creation of a hostile school environment that is so severe or pervasive as to unreasonably and substantially interfere with a student’s education.

Acts of harassment and bullying that are prohibited include but are not limited to those acts based on a person’s actual or perceived race, color, weight, natural hair or hair style, national origin, ethnic origin, ethnic group, religion, religious practice, disability, sexual orientation, sex, gender (including gender identity and expression) or any other legally protected status.

**Hazing** - For purposes of this policy, “hazing” is defined to mean committing an act against a student, or coercing a student into committing an act, that creates a risk of emotional, physical or psychological harm to the student, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. The term “hazing” includes, but is not limited to: humiliating, degrading or dangerous activities; substance abuse of alcohol, tobacco or illegal drugs; any activity that intimidates or threatens the student with ostracism, or adversely affects the health or safety of the student; or any activity that causes or requires the student to perform a task or act that is a violation of state or federal law or district policies/regulations.

**Illegal Substances** - includes, but is not limited to, inhalants, cannabis/marijuana, synthetic marijuana, or cannabinoids, including, but not limited to, items labeled as incense, bath salts, herbal mixtures, or potpourri; cocaine, LSD, PCP, amphetamines, heroin, steroids,

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look-alike drugs and any substances commonly referred to as "designer drugs." This also includes any prescription or over-the-counter drugs when possession is unauthorized or such are inappropriately used or shared with others, and any product which, when misused, will result in an impaired or altered state; as well as any drug-related paraphernalia.

**Material Incident of Harassment, Bullying and/or Discrimination** – a single verified incident or a series of related verified incidents where a student is subjected to harassment, bullying and/or discrimination by a student and/or employee on school property or at a school function. In addition, such term shall include a verified incident or series of related incidents of harassment or bullying that occur off school property, and is the subject of a written or oral complaint to the Superintendent, Principal, or their designee, or other school employee. Such conduct shall include, but is not limited to, threats, intimidation or abuse based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, sex or any other legally protected status.

**Parent** - parent, legal guardian or person in parental role to a student.

**Prohibited conduct** - no person, either singly or in concert with others, shall:

1. Cause physical injury to any other person, or threaten to do so for the purpose of compelling or inducing such other person to refrain from any act which he or she has a lawful right to do, or to do any act which he/she has a lawful right not to do.
2. Damage or destroy property of the OHM BOCES or remove or use such property without authorization.
3. Enter into any private office, desk, files or vehicle of an administrative officer, faculty member or staff member without permission, expressed or implied. This prohibition does not apply to law enforcement officers or individuals designated by the District Superintendent to conduct lawful investigations of alleged misconduct.

**Retaliation** – the actions of an employee, student, or visitor that mistreats any person because he/she has reported, testified about, or otherwise assisted in an investigation, proceeding or hearing concerning alleged harassment or bullying or a student disciplinary matter. An individual may be found to have engaged in prohibited retaliation even if the underlying complaint is determined to be unfounded. Retaliation includes, but is not limited to any form of intimidation, reprisal or harassment or inducing a third party to take such actions and may be redressed through application of the same reporting, investigation, and enforcement procedures as for harassment.

**School Bus** – every motor vehicle owned by a public or governmental agency or private school and operated for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity, to or from school or school activities, or privately owned and operated for compensation or the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity to or from school or school activities.

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**School Function** - any school-sponsored extracurricular event or activity. For the purposes of this policy, a “school function” is defined as any event, occurring on or off school property, sanctioned or approved by the school, including but not limited to offsite athletic events, school dances, plays, musical productions, field trips or other school-sponsored trips.

**School property** - any building, or structure, or on any athletic playing field, playground, parking lot or land contained within the real property boundary line of a public elementary or secondary school, or in or on a school bus, as defined in Vehicle and Traffic Law §142.

**Sexual orientation** - means a person’s actual or perceived heterosexuality, homosexuality, or bisexuality.

**Tobacco Product** – means any vaping or nicotine-containing devices and parts or accessories to such devices and any other tobacco-containing product in any form, as well as matches, lighters and other related paraphernalia. This also includes any simulated tobacco products that imitate or mimic tobacco products.

**Under the Influence** – a student shall be considered “under the influence” if they have used any quantity of an illegal substance within a time period reasonably proximate to their presence on school property, on a school bus, in a school vehicle, or at a school function and/or exhibits symptoms of such use as to lead to the reasonable conclusion of such consumption.

**Violent pupil** - a student age 21 or under who:

1. Commits an act of violence upon a school employee, or attempts to do so.
2. Commits, or attempts, while on school property or at a school function, an act of violence upon another student or any other person lawfully on school property or at the school function.
3. Possesses a weapon while on school property or at a school function.
4. Displays what appears to be a weapon while on school property or at a school function.
5. Threatens to use a weapon while on school property or at a school function.
6. Knowingly and intentionally damages or destroys the personal property of any school employee or any person lawfully on school property or at a school function.
7. Knowingly and intentionally damages or destroys OHM BOCES’ property.
8. Conspires, either with others or alone, in an attempt to commit an act of violence.

**Weapon** - a firearm as defined in 18 USC §921 for purposes of the Gun-Free Schools Act. It also means any other gun, BB gun, pistol, revolver, shotgun, rifle, machine gun, disguised gun, ammunition, dagger,



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dirk, razor, stiletto, switchblade knife, gravity knife, pocket knife, brass knuckles, sling shot, metal knuckle knife, box cutter, cane sword, electronic dart gun, paint ball guns, pellet guns, Kung Fu star, electronic stun gun, pepper spray or other noxious spray, explosive or incendiary bomb, or other device, instrument, material or substance (“Other Item”) that can cause physical injury or death when such Other Item is used to cause physical injury or death. Any “look-alikes,” fake, or toy weapons, or Other Items wielded as a weapon are considered a weapon for purposes of this definition.

**III. Student Bill of Rights and Responsibilities****A. Student Rights**

The Board of Cooperative Educational Services is committed to safeguarding the rights given to all students under state and federal law, as well as focusing upon positive student behavior. In addition, to promote a safe, healthy, orderly and civil school environment, all students have the right to:

- a. Take part in all OHM BOCES activities on an equal basis regardless of race, color, creed, national origin, religion, gender, disability, or any other category of individuals protected against discrimination by federal, state or local law.
- b. Present their version of the relevant events to school personnel authorized to impose a disciplinary penalty in connection with the imposition of the penalty.
- c. Access school rules and, when necessary, receive an explanation of those rules from school personnel.
- d. Learn in an environment free of discrimination and harassment based on actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression) or sex;
- e. Participate equally in all school activities regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practices, disability, sexual orientation, gender (including gender identity or expression) or sex;
- f. Have complaints of alleged discrimination, bullying, and/or harassment be addressed by the appropriate BOCES official in accordance with all applicable federal and state laws and regulations, as well as all applicable BOCES policies, regulations, procedures, and other relevant documents.
- g. Present all other concerns or grievances about school-related incidents to the appropriate teacher, coach or other school employee; if such complaints or grievances cannot be resolved by the teacher, coach or other school employee to whom they were initially presented, a student may make a complaint to the Building Principal; if a complaint or grievance is not

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resolved by the Building Principal, then the Building Principal shall report such complaint or grievance to the District Superintendent for consideration.

**C. Student Responsibilities**

All students have the responsibility to:

1. Contribute to maintaining a safe and orderly school environment that is conducive to learning and to show respect to other persons and to property.
2. Be familiar with and abide by all OHM BOCES' policies, rules and regulations dealing with student conduct.
3. Adhere to the prohibition of all illegal substances, alcohol, tobacco products and any associated paraphernalia, energy drinks/stimulants and any objects which may be considered a weapon.
4. Attend OHM BOCES school every day unless legally excused, and be in class, on time, and prepared to learn.
5. Approach teachers, if they have been absent, to make up missed work.
6. Obtain assignments ahead of time from their teacher if they know they are going to be out for an extended time.
7. Work to the best of their ability in all academic and extracurricular pursuits and strive toward their highest level of achievement possible.
8. Adhere to direction given by all school personnel in a respectful, positive manner.
9. Work to develop strategies to control their anger.
10. Ask questions when they do not understand.
11. Seek help in solving problems to avoid inappropriate behaviors which may lead to disciplinary measures.
12. Dress appropriately for school and school functions.
13. Accept responsibility for their actions.
14. Conduct themselves as representatives of OHM BOCES when participating in or attending school-sponsored extracurricular events and to hold themselves to the highest standards of conduct, demeanor, and sportsmanship.
15. Act and speak respectfully about issues/concerns.
16. Use non-sexist, non-racist and other non-biased language.
17. Respect and treat others with tolerance and dignity regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression) or sex.
18. Use communication that is non-confrontational and is not obscene or defamatory.
19. Report acts of bullying, discrimination, harassment and other inappropriate actions that hurt others.
20. In addition to the preceding standards of conduct, the OHM BOCES prohibits discrimination and harassment/bullying, as defined in this Code.

**IV. Age Appropriate Restatement of Policy**

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You should never feel that it is not safe for you to come to school and participate in all OHM BOCES activities. You should never be prevented from concentrating on your schoolwork because another student or a OHM BOCES staff member is teasing you, making fun of you, pushing you around, or threatening you in some way, because of your race, color, weight, national origin (where your family comes from), ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression), or sex.

You may not act toward another student in a way that reasonably might make them feel threatened or unsafe, or that might reasonably make them unable to concentrate on their school work, because of what you think about their race, color, weight, national origin (where their family comes from), ethnic group, religion, religious practices, disability, sexual orientation, gender (including gender identity or expression), or sex. It is against school rules for you to do this by your physical actions or by your verbal statements, including electronic messages.

**V. The Role of Essential Parties****A. Parents**

All parents are expected to:

1. Recognize that the education of their child(ren) is a joint responsibility of the parents and the school community.
2. Send their children to school ready to participate and learn.
3. Ensure their children attend school regularly and on time as required by State Education Law.
4. Provide written excuses for all absences.
5. Provide for their children's health, personal cleanliness, suitable grooming and dress in a manner consistent with the student dress code.
6. Help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment.
7. Know school rules and help their children understand them. Teach their child respect for the law, for the authority of the school and for the rights and property of others.
8. Convey to their children a supportive attitude toward education and OHM BOCES.
9. Build good relationships with teachers, other parents and their children's friends.
10. Help their children deal effectively with peer pressure.
11. Inform school officials of changes in the home situation that may affect student conduct or performance.
12. Provide a place for study and ensure homework assignments are completed.
13. Provide schools with the means to contact them or a designated person during regular school hours in case of an emergency or a discipline problem.

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14. Provide school with any changes in:
  - address
  - telephone number
  - emergency contact
  - custodial designee
  - medication

#### **B. Teachers**

All OHM BOCES teachers are expected to:

1. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex (including gender identity or expression), with the intent of strengthening students' self-concept and promote confidence to learn.
2. Assist students in coping with peer pressure and emerging personal, social and emotional problems, and make referrals as needed.
3. Be prepared to teach.
4. Demonstrate interest in teaching and concern for student achievement.
5. Know OHM BOCES policies and rules, and enforce them in a fair and consistent manner.
6. Communicate to students and parents:
  - a. Course objectives and requirements
  - b. Marking/grading procedures
  - c. Assignment deadlines
  - d. Expectations for students
  - e. Classroom discipline plan
7. Communicate regularly with students, parents and other teachers concerning growth and achievement.
8. Communicate and reinforce OHM BOCES' Code of Conduct on a daily basis.
9. Report orally to a DASA Coordinator any incident of harassment, bullying and/or discrimination that they witness or that is reported to them, not more than one school day later; and file a written report not later than two (2) school days after the initial oral report .

#### **C. School counselors/Social Worker**

1. Maintain a climate of mutual respect and dignity in for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex, with the intent of strengthening students' confidence and promote learning.
2. Know school policies and rules, and enforce them in a fair and consistent manner.
3. Assist students in coping with peer pressure and emerging personal, social and emotional problems, and make referrals as needed.

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4. Initiate teacher/student/counselor conferences, as necessary, as a way to resolve problems.
5. Review educational progress and career plans with students on a regular basis.
6. Provide information to assist students with career planning.
7. Encourage students to benefit from the curriculum and extracurricular programs.
8. Communicate and reinforce the OHM BOCES' Code of Conduct on a regular basis.
9. Report orally to a DASA Coordinator any incident of harassment, bullying and/or discrimination that they witness or that is reported to them, not more than one day later; and file a written report not later than two (2) school days after the initial oral report .

**D. Support Staff**

1. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex, with the intent of strengthening students' confidence and promote learning.
2. Know school policies and rules, and enforce them in a fair and consistent manner.
3. Communicate and reinforce OHM BOCES' Code of Conduct on a regular basis.
4. Assist students in coping with peer pressure and emerging personal, social and emotional problems.
5. Initiate teacher/student/counselor conference, as necessary, as a way to resolve problems.
6. Promote a safe, orderly and stimulating school environment to support active teaching and learning.
7. Report orally to a DASA Coordinator any incident of harassment, bullying and/or discrimination that they witness or that is reported to them, not more than one day later; and file a written report not later than two (2) school days after the initial oral report.

**E. Principals**

1. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression) or sex, with the intent of strengthening students' confidence and promote learning.
2. Know school policies and rules, and enforce them in a fair, consistent, campus-wide manner.
3. Promote a safe, orderly and stimulating school environment to support active teaching and learning.
4. Ensure that students and staff have the opportunity to communicate regularly with the principal and approach the principal for redress of grievances.

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5. Evaluate on a regular basis all instructional programs.
6. Support the development of and student participation in appropriate extracurricular activities.
7. Enforce the Code of Conduct and will endeavor to resolve all cases promptly and fairly.
8. Acting as a DASA Coordinator, complete a report any incident of harassment, bullying and/or discrimination that they witness or that is reported to them, not more than one day later; and file a written report not later than two (2) school days after the initial oral report.

**F. District Superintendent**

1. Maintain a climate of mutual respect and dignity in for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex, with the intent of strengthening students' confidence and promote learning.
2. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
3. Review with OHM BOCES administrators, the policies of the Board of Cooperative Educational Services and state and federal laws relating to school operations and management.
4. Inform the Board of Cooperative Educational Services about educational trends relating to student discipline.
5. Work to create and support instructional programs that minimize problems of misconduct and are sensitive to student and teacher needs.
6. Work with OHM BOCES administrators in enforcing the Code of Conduct and endeavor to resolve all cases promptly and fairly.
7. Review in a timely manner all reports prepared by the Compliance Coordinator or a DASA Coordinator concerning an incident of alleged harassment, bullying and/or discrimination and ensure that appropriate reports are made to law enforcement and appropriate corrective actions have been taken in OHM BOCES.

**G. Cooperative Board of Education**

1. Collaborate with student, teacher, administrator, parent organizations, school safety personnel and other school personnel to develop Code of Conduct that clearly defines expectations for the conduct of students, OHM BOCES personnel and visitors on school property and at school functions.
2. Adopt and review annually OHM BOCES' Code of Conduct to evaluate the Code's effectiveness and the fairness and consistency of its implementation.
3. Lead by example by conducting the Board of Cooperative Educational Services meetings in a professional, respectful and courteous manner.

**VI. Student Dress Code**

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The intent of the dress code is to foster an environment that is sanitary, safe and conducive to teaching and student learning.

All students are expected to give proper attention to personal cleanliness and to dress appropriately and acceptably for school and school functions. Students and their parents have the primary responsibility for acceptable student dress, appearance, hygiene and behavior. Teachers and all other OHM BOCES personnel should exemplify and reinforce dress and behavior to help students develop an understanding of appropriate appearances and behavior in the school setting.

A student's dress, grooming, hygiene and appearance, including but not limited to jewelry and other accessories, make-up and nails, shall comport with the following guidelines:

1. Be safe, appropriate and not disrupt or interfere with the educational process or endanger the health, safety and welfare of self or others.
2. Not expose the midriff (front and back), lower abdominal area, gluteal area or chest, and students may not wear clothing through which these areas of the body are visible.
3. Ensure that underwear and other undergarments are completely covered with outer clothing.
4. Shorts or skirts, whether stockings or leggings are also worn, must be appropriate in length. Appropriate length is defined as mid-thigh. Garments with holes or rips above the appropriate level are prohibited.
5. Include appropriate footwear at all times. Footwear that is a safety hazard will not be allowed.
6. Prohibit the wearing of pajamas and slippers.
7. Prohibit the wearing of headwear, including but not limited to hats, bandanas, scarves, hoods, sunglasses or any other item covering the head or face in school, except for a medical reason, religious purpose or instructional necessity (CTE). Head coverings that display indecent language, impose a health risks, disrupts or creates other compelling educational concerns are prohibited.
8. Prohibit the wearing of any articles that display any and all gang related colors, slogans or other related forms.
9. Not include items that are vulgar, obscene, libelous or that denigrate others on account of a persons actual or perceived race, color, weight, ethnic group, religion, religious practice, creed, national origin, gender, sexual orientation or disability.
10. Not promote nor endorse the use of alcohol, tobacco, illegal substances or illegal drugs nor encourage other illegal or violent activities.
11. Not include items which are gang related or display gang involvement.
12. Not include chains, spiked accessories or any other item which could be harmful or dangerous.
13. Remove all heavy winter outerwear in the building as required by the New York State Health Department.
14. Shall wear all safety equipment and attire as required by OSHA for CTEC.
15. Prohibit clothing and jewelry that presents a safety hazard.

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Nothing in this Dress Code will be construed to limit the ability of students to dress and/or groom themselves in a way that allows them to express their gender identity, or to discipline students for doing so. In addition, nothing in this Dress Code will be construed to limit the ability of students to wear certain protective hairstyles (including but not limited to braids, locks and twists) or to wear their hair in a particular texture, or to discipline students for doing so.

Each building principal or his/her designee shall be responsible for informing all students and their parents of the student dress code at the beginning of the school year and any revisions to the dress code made during the school year.

Students who violate the student dress code shall be required to modify their appearance by removing the offending item, replacing it by an acceptable item, or by covering it up. Furthermore, if it is necessary, a parent/guardian may be required to bring an acceptable item to school for their child to change into. Any student who refuses to do so shall be subject to disciplinary action, up to and including in-school suspension. Any student who repeatedly fails to comply with the dress code shall be subject to further disciplinary action, up to and including out-of-school suspension.

**VII. Prohibited Student Conduct**

The Board of Cooperative Educational Services expects all students to conduct themselves in an appropriate, acceptable and civil manner, with proper regard for the rights and welfare of other students, OHM BOCES personnel and other members of the school community, and for the care of school facilities and equipment. The Board of Cooperative Educational Services also recognizes that the involvement of parents, teachers, administrators and other school personnel shall play a role in maintaining proper student conduct. (See Section II, Definition of Prohibited Conduct).

**The best discipline is self-imposed, and students must learn to assume and accept responsibility for their behavior. OHM BOCES personnel who interact with students are expected to use disciplinary action only when necessary and to place emphasis on the students' ability to grow in self-discipline.**

The Board of Cooperative Educational Services recognizes the need to set specific and clear expectations for student conduct while on school property or engaged in a school function. The rules of conduct listed below are intended to meet this objective, while focusing on safety and respect for the rights and property of others. Students who will not accept responsibility for their own behavior and who violate these school rules will be required to accept the penalties for their conduct.

Students will be subject to disciplinary action, up to and including suspension from school, when they:



CODE OF CONDUCT**A. Engage in conduct that is disorderly. Examples of disorderly conduct include, but are not limited to:**

1. Boisterous behavior and running in hallways.
2. Making unreasonable noise.
3. Using language or gestures that are profane, lewd, vulgar, abusive, threatening or have racial, gender, or religious implications.
4. Obstructing vehicular or pedestrian traffic.
5. Engaging in any willful act which disrupts the normal operation of the school community.
7. Trespassing. Students are not permitted in any school building, other than the one they regularly attend, without permission from the administrator in charge of the building. Students are not allowed on school property other than for regular school or extracurricular activity. Students are also not allowed on school property when suspended out-of-school.
8. Computer/electronic communications misuse, including any unauthorized use of computers, software, or internet/intranet account; accessing inappropriate websites; or any other violation of OHM BOCES' acceptable use policy.
9. The use of MP3 players, iPods, walkmans, radios/players are prohibited in classrooms without authorization or specifically designated on a student's Individualized Education Plan. Beepers, pagers and laser light devices are prohibited in school.
10. The use of cell phones and electronic communication devices is strictly prohibited in school.
11. The use of skateboards, roller skates, scooters and in-line skates on school property.
12. Cutting classes
13. Spitting, gleeking or any action that allows any substance to be emitted or discharged from the mouth or nose.
14. Not promote, endorse, possess or use alcohol, tobacco, tobacco products or electronic substitutes, lighters, matches or any object that may be deemed a weapon.

**B. Engage in conduct that is insubordinate. Examples of insubordination conduct include, but are not limited to:**

1. Failure to comply with the reasonable directions of teachers, school administrators or other school employees in charge of students.
2. Demonstrating disrespect.
3. Tardiness, missing or leaving school without permission.
4. Skipping detention.

**C. Engage in conduct that is disruptive. Examples of disruptive conduct include, but are not limited to:**

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1. Violating OHM BOCES Acceptable Use Policy.
2. Unacceptable classroom behavior which interferes with the learning process of any other student.
3. Unacceptable classroom behavior which is disrespectful toward teachers, staff members or peers.
4. Inappropriate noise or talking in class.
5. Public displays of affection.

**D. Engage in conduct that is violent. Examples of violent conduct include, but are not limited to:**

1. Committing an act of violence (such as, but not limited to, hitting, kicking, punching, and scratching) upon a teacher, administrator or other school employee or attempting to do so.
2. Committing an act of violence (such as, but not limited to, hitting, kicking, punching, and scratching) upon another student or any other person lawfully on school property or attempting to do so.
3. Possessing a weapon. Authorized law enforcement officials are the only persons permitted to have a weapon in their possession while on school property or at a school function.
4. Displaying what appears to be a weapon.
5. Communicating threats to use any weapon.
6. Damaging, destroying, or stealing the personal property of a student, teacher, administrator, other OHM BOCES employee or any person lawfully on OHM BOCES property, including graffiti or arson.
7. Damaging or destroying OHM BOCES property.

**E. Engage in any conduct that endangers the safety, morals, health or welfare of self and/or of others. Examples of such conduct include, but are not limited to:**

1. Lying to school personnel or impeding an investigation.
2. Stealing the property of other students, school personnel or any other person lawfully on OHM BOCES property or attending a school function.
3. Defamation, which includes making false or unprivileged statements or representations about an individual or identifiable group of individuals that harm the reputation of the person or the identifiable group by demeaning them.
4. Discrimination, which includes the use of a persons actual or perceived race, color, creed, national origin, weight, ethnic group, religion, gender, religious practice, sexual orientation or disability as a basis for treating another in a negative manner.
5. Harassment or bullying, which includes a sufficiently severe action, statement or a persistent, pervasive pattern of actions or statements directed at an identifiable individual or group which are intended to be, or which a reasonable person would perceive as, ridiculing, demeaning or sexual.

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6. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm.
7. Hazing, which includes any intentional or reckless act directed against another for the purpose of initiation into, affiliating with or maintaining membership in any school sponsored activity, organization, club or team.
8. Selling, using or possessing obscene material.
9. Using vulgar, discriminatory, or abusive language, cursing or swearing.
10. All tobacco products and associated items (lighters, matches, etc.) are prohibited on campus. In addition to behavioral consequences, Law Enforcement will be notified.
11. Possessing, consuming, selling, distributing or exchanging alcoholic or illegal substances, or being under the influence of either. Law Enforcement will be notified.
14. Gambling.
15. Extortion.
16. Indecent exposure, that is, exposure to sight the private parts of the body in a lewd or indecent manner.
17. Initiating or engaging in a report warning of fire, bomb threat or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher.
18. Leaving school grounds or building without permission.
19. Fighting, threatening, intimidating or endangering others.
20. Forgery.
21. Violation of another student's civil rights, meaning any behavior that interferes with and/or disrupts the educational process in a way that violates the civil rights of another student.

**F. Engage in misconduct while on a school bus.** It is crucial for students to behave appropriately while riding on school buses to ensure their safety and that of other passengers and to avoid distracting the bus driver. Students are required to conduct themselves on the bus in a manner consistent with established standards for classroom behavior. Any noise, pushing, shoving, spitting and fighting will not be tolerated as outlined in the individual's district Code of Conduct.

**G. Engage in any form of academic misconduct. Examples of academic misconduct include, but are not limited to:**

1. Plagiarism.
2. Cheating.
3. Copying.
4. Altering records.
5. Assisting another student in any of the above actions.

### VIII. Reporting Violations

**A. Procedures to Inform Law Enforcement Officials of a Crime and Filing**

CODE OF CONDUCT**Criminal/Juvenile Delinquency Complaints:**

1. In the case of a violation of this section or any other provision of this Code of Conduct which constitutes a crime, the District Superintendent has established the following procedures to report such an incident to the appropriate law enforcement agency and to follow through with filing a criminal/juvenile delinquency complaint:
  - a. All individuals are expected to promptly report violations of the Code of Conduct to a teacher, school counselor/social workers, the building principal or his/her designee. Any individual observing a person possessing, discussing the possession of or using a weapon, alcohol or an illegal substance on school property, a school bus, or at a school function shall report this information immediately.
  - b. The principal and/or his/her designee will gather the necessary information to determine whether they believe a crime has been committed. Any weapon, alcohol or illegal substance shall be confiscated. If it has been determined that a crime has been committed, the appropriate law enforcement agency will be contacted immediately, followed by notification to the parents/guardian of the student(s) involved. These procedures should be followed in all circumstances except in reporting "child abuse in an educational setting" where the procedures for reporting such incidents is set forth in the statute.
  - c. The building principal or his/her designee must notify the appropriate local law enforcement agency of any code violations that constitute a crime or substantially affect the order or security of a school as soon as practical, but in no event no later than the close of business the day the principal or his/her designee learns of the violation. The notification may be made by telephone, followed by a letter mailed on the same day as the telephone call is made. The notification must identify the student and explain the conduct that violated the Code of Conduct and constituted a crime.
  - d. If, in consultation with the local law enforcement agency, the school district is deemed the appropriate entity to file a criminal/juvenile delinquency complaint against the code violator, the appropriate school official (e.g., building principal) will be expected to file such a complaint. Where the victim of the crime is an individual, whether a student, teacher, staff member, visitor, etc., the crime victim will be strongly encouraged to file such a complaint.
  - e. All OHM BOCES staff who are authorized to impose disciplinary sanctions are expected to do so in a prompt, fair and lawful manner. OHM BOCES staff who are not authorized to impose disciplinary sanctions are expected to promptly report violations of the Code of Conduct to their supervisor, who shall

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in turn impose an appropriate disciplinary sanction, if so authorized, or refer the matter to a staff member who is authorized to impose an appropriate sanction.

**B. Responding to Reports of Possible Harassment, Discrimination or Bullying**

1. In addition to the procedures described below for removal of disruptive students and possible suspension from attendance, OHM BOCES provides a procedure for responding to reports of possible discrimination, bullying or harassment against students by another student, an employee, or any other person on school property or at a school function. The process is described in the Equal Opportunity and Nondiscrimination Policy.
2. OHM BOCES has also designated a Dignity Act Coordinator for each school. Those coordinators are:
  - a. Mary Lourdes Tangorra Principal of Alternative Education  
315-223-6029
  - b. David Stayton Principal of Career and Technical Education  
315-793-8647
  - c. Ellen Mahanna Principal of Special Education  
315-793-8603

The Dignity Act Coordinators are trained in methods to respond to human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practices, disability, sexual orientation, gender, and sex. They are available to speak with any person who has witnessed possible discrimination or harassment, or if that person has experiences treatment that may be prohibited discrimination or harassment.

3. The Dignity Act Coordinators are charged with receiving all reports of harassment, bullying and discrimination; however, students and parents may make an oral or written complaint of harassment, bullying or discrimination to any teacher, administrator or school employee. The BOCES will act to promptly investigate all complaints, verbal or written, formal or informal, of allegations of discrimination, harassment and bullying; and will promptly take appropriate action to protect individuals from further discrimination, harassment and bullying.

It is essential that any student who believes he/she has been subjected to discrimination, harassment, bullying or retaliatory behavior, as well as any individual who is aware of and/or who has knowledge of, or witnesses any possible occurrence, immediately report same to any staff member or administrator. The staff member/administrator to whom the report is made (or the staff member/administrator who witnesses or suspects

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bullying/cyberbullying behavior) shall document and take appropriate action to address the immediacy of the situation and shall promptly report in accordance with the following paragraphs.

Upon receipt of a complaint (even an anonymous complaint), or if a school employee otherwise learns of any occurrence of possible conduct prohibited by this Code, the school employee shall promptly and orally notify the Dignity Act Coordinator(s) no later than one (1) school day after such school employee witnesses or receives the complaint or learns of such conduct. Such school employee shall also file a written report with the Dignity Act Coordinator(s) no later than two (2) school days after making such oral report. In the event that the Dignity Act Coordinator is the alleged offender, the report will be directed to the Building Principal or District Superintendent.

After receipt of a complaint, the Dignity Act Coordinator(s) shall lead or supervise a thorough investigation of the alleged harassing, bullying and/or retaliatory conduct. The Dignity Act Coordinator(s) shall ensure that such investigation is completed promptly and investigated in accordance with the terms of BOCES policy. All complaints shall be treated as confidential and private to the extent possible within legal constraints.

Based upon the results of this investigation, if the BOCES determines that a school official, employee, volunteer, vendor, visitor and/or student has violated the BOCES' Code of Conduct or a material incident of harassment, bullying and/or discrimination has occurred, immediate corrective action will be taken as warranted, it will take prompt action reasonably calculated to end the violation, eliminate any hostile environment, create a more positive school culture and climate, prevent recurrence of the behavior, and ensure the safety of the student or students against whom such violation was directed.

The Building Principal, District Superintendent, or their designee shall notify promptly the appropriate local law enforcement agency when it is believed that any harassment, bullying or discrimination constitutes criminal conduct. The Building Principal or the Building Principal's designee shall provide a regular report, at least once during each school year, on data and trends relating to harassment, bullying and/or discrimination to the District Superintendent.

As a general rule, responses to acts of harassment, bullying, and/or discrimination against students by students shall incorporate a progressive model of student discipline that includes measured, balanced and age-appropriate remedies and procedures that make appropriate use of prevention, education, intervention and discipline, and considers among

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other things, the nature and severity of the offending student's behavior(s), the developmental age of the student, the previous disciplinary record of the student and other extenuating circumstances, and the impact the student's behaviors had on the individual(s) who was physically injured and/or emotionally harmed. Responses shall be reasonably calculated to end the harassment, bullying, and/or discrimination, prevent recurrence, and eliminate the hostile environment.

**C. No Retaliation for Reporting**

No act of retaliation may be directed at any person who makes a good faith report of conduct by another person that may reasonably be a violation of this Code, or who assists in, or is part of, the investigation of such a report. To engage in such retaliation is considered a violation of this Code.

**IX. Disciplinary Penalties, Procedures and Referrals**

Discipline is often most effective when it deals directly with the problem at the time and place it occurs, and in a way the students view as fair and impartial. OHM BOCES personnel who interact with students are expected to use disciplinary action only when appropriate and to place emphasis on the student's ability to grow in self-discipline. Disciplining action, when necessary, will be firm, fair and consistent so as to be the most effective in changing student behavior and protecting the student body. In determining the appropriate disciplinary action, OHM BOCES personnel authorized to impose disciplinary penalties will consider the following:

1. The student's age.
2. The nature of the offense and the circumstances which led to the offense.
3. The student's prior disciplinary record.
4. The effectiveness of all available forms of discipline.
5. Information from parents, teachers and/or others, as appropriate.
6. Other extenuating circumstances.

As a general rule, discipline will be progressive, unless it poses a serious threat or endangerment. This often means that a student's first violation will merit a lighter penalty than subsequent violations. However, the district may impose any level of discipline, even for a first violation, that is proportionate to the misconduct at issue.

Responses to acts of harassment, bullying and/or discrimination against students by students shall use measured, balanced, and age-appropriate remedies and procedures, with the goals of prevention and education, as well as intervention and discipline. We will consider the nature and severity of the conduct, the developmental age of the student engaging in the conduct, the actor's prior disciplinary record, and the impact of the conduct on the student at whom it was directed.

If the conduct of a student is related to a disability or suspected disability, the student

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shall be referred to the Committee on Special Education.

**A. Positive Behavioral Interventions & Remedial Measures**

In lieu of, or in addition to, the disciplinary penalties described in this Code of Conduct, the BOCES may, at its discretion, utilize measured, balanced and age appropriate positive behavioral interventions and other remedial responses for any violations of this Code if, in the opinion of the administrator, such actions will result in improved behavior. Such age-appropriate measures may include, but are not limited to:

- Use Positivity Project to build engagement and self-esteem within a positive program culture
- Life Space Interviews
- Recovery and restorative practices
- Use of Social Workers to de-escalate, resolve, and return students to instruction
- Use of alternative learning environment when able
- Establish a positive culture and climate
- Greet students outside as they exit the bus, inside the front door, and in the hallways
- Utilize a progressive model of student discipline (as stated on page 21)
- Encourage teacher/teaching assistant to meet with student to discuss concerns
- Refer student to counselor for additional discussion
- Establish a child study team to review students in need of additional support
- Encourage peer to peer mediation and peer to peer accountability
- Utilize the guidance suite for time-out as necessary
- Contact parents for support
- Contact home school for additional support

**B. Penalties**

Students who are found to have violated the OHM BOCES' Code of Conduct may be subject to any combination of the following penalties. The OHM BOCES personnel identified after each penalty are authorized to impose that penalty, consistent with the student's right to due process.

1. Verbal warning - any member of the OHM BOCES staff.
2. Written warning - coaches, school counselor/social workers, student managers, teacher assistants, teachers, principal, District Superintendent or designee.
3. Written notification to parent - coaches, school counselors/social workers, teachers, principal, District Superintendent or designee.



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4. Detention – teachers may assign detentions if they are consistent with the building detention policy.
5. Detention - principal, District Superintendent or designee.
6. Suspension from transportation - principal, District Superintendent or designee.
7. Suspension from social or extracurricular activities - principal, District Superintendent or designee.
8. Suspension of other privileges - principal, assistant Superintendent, District Superintendent or designee.
9. In-school suspension - principal, assistant Superintendent, District Superintendent or designee.
10. Removal from classroom by teacher - teachers, principal.
11. Short-term (five days or less) suspension from OHM BOCES program - principal, assistant Superintendent, District Superintendent.
12. Long-term (more than five days) suspension from OHM BOCES program - District Superintendent.
13. Restitution for damage to school property or the personal property of any staff member - principal.

#### **C. Procedures**

The amount of due process students are entitled to receive before a penalty is imposed depends on the penalty being imposed. In all cases, regardless of the penalty imposed, the OHM BOCES personnel authorized to impose the penalty must inform the student of the alleged misconduct and must investigate, to the extent necessary, the facts surrounding the alleged misconduct. All students will have an opportunity to present their version of the facts to the OHM BOCES personnel imposing the disciplinary penalty in connection with the imposition of the penalty.

Students who are to be given penalties other than an oral warning, written warning or written notification to their parents are entitled to additional rights before the penalty is imposed. These additional rights are explained below:

1. Detention At present, a OHM BOCES detention program does not exist. If, in the future, OHM BOCES incorporates a detention program, the following policy will be followed:

Teachers, principals and the District Superintendent may use after school detention as a penalty for student misconduct in situations where removal from the classroom or suspension would be inappropriate. Detention will be imposed as a penalty only after the student's parent has been notified to confirm that the student has appropriate transportation home following detention. Assignment to a detention must comply with building detention policy and procedure.

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## 2. Suspension from transportation

If a student does not conduct himself/herself properly on a bus, the bus driver is expected to bring such misconduct to the individual's district administrator or the district administrator's designee for dealing with bus behavior. Students who become a serious disciplinary problem may have their riding privileges suspended by the district. In such cases, the student's parent will become responsible for seeing that his/her child gets to and from school safely. Should the suspension from transportation amount to a suspension from attendance, the district will make appropriate arrangements to provide for the student's education.

A student subjected to a suspension from transportation is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the building principal or the principal's designee to discuss the conduct and the penalty involved.

## 3. Suspension from athletic participation, extra-curricular activities and other privileges.

A student subjected to a suspension from athletic participation, extra-curricular activities or other privileges will follow the sending district's policy, if it applies to the district's activity or privilege. If it does not, then the decision to suspend a student from athletic participation, extra-curricular activities and other privileges will be a shared decision between the staff or faculty involved in the activity, and the building principal.

## 4. In-school suspension

OHM BOCES recognizes that it must balance the need of students to attend school and the need for order in the classroom to establish an environment conducive to learning. As such, the Board of Cooperative Educational Services authorizes building principals and the District Superintendent to place students who would otherwise be suspended from school as the result of a Code of Conduct violation in "in-school suspension." The in-school suspension staff will be supervised by a certified teacher.

A student subjected to an in-school suspension is not entitled to full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the OHM BOCES official imposing the in-school suspension to discuss the conduct and the penalty involved.

## 5. Teacher removal of disruptive students

A student's behavior can affect a teacher's ability to teach and can make it

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difficult for other students in the classroom to learn. In most instances, the classroom teacher can and should make every effort to control a student's behavior and maintain or restore control over the classroom by using good classroom management techniques. When these techniques fail a teacher may direct a student to briefly leave the classroom to give the student an opportunity to regain his/her composure and self-control in an alternative setting. Short-term time out will be in a designated area.

The teacher who removes a student from the classroom is responsible to see that equal instructional time that the student was removed is made up.

On occasion, a student's behavior may become disruptive. In order to initiate a removal of a student from the classroom, the teacher must first determine that a student is disruptive. For purposes of this Code of Conduct, a disruptive student is a student who substantially disrupts the educational process or substantially interferes with the teacher's authority over the classroom. A substantial disruption of the educational process or substantial interference with a teacher's authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher's instructions or repeatedly violates the teacher's classroom behavior rules. Behaviors which do not rise to the level defined as disruptive shall be subject to traditional disciplinary strategies, in accordance with this policy.

If the disruptive student does not pose a danger or ongoing threat of disruption to the academic process, the teacher must provide the student with an explanation for why he/she is being removed and an opportunity to explain his/her version of the relevant events before the student is removed. Only after the informal discussion may a teacher remove a student from class.

If the student poses a danger or ongoing threat of disruption, the teacher may order the student to be removed immediately. The teacher must, however, explain to the student why he/she was removed from the classroom and give the student a chance to present his/her version of the relevant events within 24-hours.

The teacher must complete a BOCES-established disciplinary removal form and meet with the Principal or his or her designee as soon as possible, but no later than the end of the school day, to explain the circumstances of the removal and to present the removal form. If the Principal or designee is not available by the end of the same school day, the teacher must leave the form with the secretary and meet with the Principal or designee prior to the beginning of classes on the next school day.

Within 24 hours after the student's removal, the Principal or another District administrator designated by the Principal must notify the student's parent, in writing, that the student has been removed from class and why. The notice must also inform the parent that they have the right, upon request, to meet informally with the Principal or the Principal's designee to discuss the reasons for the removal.

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The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the student's removal at the last known address for the parent. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents.

The principal may require the teacher who ordered the removal to attend the informal conference if it is held within the teacher's regular school day.

If at the informal meeting the student denies the charges, the principal or the principal's designee must explain why the student was removed and give the student and the student's parents a chance to present the student's version of the relevant events. The informal meeting must be held within 48 hours of the student's removal. The timing of the informal meeting may be extended by mutual agreement of the parent and principal.

The principal or the principal's designee may overturn the removal of the student from class if the principal finds any one of the following:

1. The charges against the student are not supported by substantial evidence.
2. The student's removal is otherwise in violation of law.
3. The conduct warrants suspension from school pursuant to Education Law §3214 and a suspension will be imposed.

The principal or his/her designee may overturn a removal at any point between receiving the referral form issued by the teacher and the close of business on the day following the 48 hour period for the informal conference, if a conference is requested. No student removed from the classroom by the classroom teacher will be permitted to return to the classroom until the principal makes a final determination, or the period of removal expires whichever is less.

Any disruptive student removed from the classroom by the classroom teacher shall be offered continued educational programming and activities until he/she is permitted to return to the classroom.

Each program or site will establish their own procedures for handling record keeping and notification. These must meet the SAVE Legislation requirement.

Removal of a student with a disability, under certain circumstances, may constitute a change in the student's placement. Accordingly, no teacher may remove a student with a disability from his or her class until they have verified with the Principal or the chairperson of the Committee on Special Education that the removal will not violate the student's rights under state or federal law or regulation.

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## 6. Suspension from school

Suspension from school is a severe penalty, which may be imposed only upon students who are insubordinate, disorderly, violent or disruptive, or whose conduct otherwise endangers the safety, morals, health or welfare of self and/or others.

The Board of Cooperative Educational Services retains its authority to suspend students, but places primary responsibility for the suspension of students with the District Superintendent and the building principals.

Any staff member may recommend to the District Superintendent or the principal that a student be suspended. All staff members must immediately report and refer a violent student to the principal or District Superintendent for a violation of the Code of Conduct. All recommendations and referrals shall be made in writing unless the conditions underlying the recommendation or referral warrant immediate attention. In such cases a written report is to be prepared as soon as possible by the staff member recommending the suspension. The District Superintendent or principal, upon receiving a recommendation or referral for suspension or when processing a case for suspension, shall gather the facts relevant to the matter and record them for subsequent presentation, if necessary.

## a. Short-term (5 days or less) suspension from school

When the District Superintendent or principal (referred to as the "suspending authority") proposes to suspend a student charged with misconduct of five days or less pursuant to Education Law §3214 (3), the suspending authority must immediately notify the student orally. If the student denies the misconduct, the suspending authority must provide an explanation of the basis for the proposed suspension. The suspending authority must also notify the student's parents in writing that the student is being suspended from school. The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24-hours of the decision to propose suspension at the last known address for the parents. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting the parents.

The notice shall provide a description of the charges against the student and the incident for which suspension is proposed and shall inform the parents of the right to request an immediate informal conference with the principal. Both the notice and informal conference shall be in the dominant language or mode of communication used by the parents. At the conference, the parents shall be permitted to ask questions of the complaining witnesses under such procedures as the principal may establish.

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The notice and opportunity for an informal conference shall take place before the student is suspended unless the student's presence in school poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process. If the student's presence does pose such a danger or threat of disruption, the notice and opportunity for an informal conference shall take place as soon after the suspension as is reasonably practicable.

After the conference, the principal shall promptly advise the parents in writing of his/her decision.

b. Long-term (more than 5 days) suspension from school

When the District Superintendent or Principal determines that a suspension for more than five days may be warranted, he or she will generally refer the student to their home district for disciplinary proceedings. In these circumstances, the student's home district shall be responsible for parent notification and holding the disciplinary hearing in accordance with the Education Law. To facilitate the administration of such disciplinary matters by the home district, the District Superintendent or Principal will provide relevant and appropriate documentation to the appropriate school official at the student's home district.

The District Superintendent may impose long-term suspensions in accordance with Section 3214 of the Education Law. Should the District Superintendent choose to impose the long-term suspension, rather than referring the student to their home District, then he or she shall give reasonable written notice to the student and the student's parents of their right to a fair hearing and of the charges against the student, pursuant to Section 3214 of the Education Law. At the hearing, the student shall have the right to be represented by counsel, the right to question witnesses against him or her, the right to present witnesses and other evidence on his or her behalf, the right to make any statement on his or her behalf concerning the alleged incident, and the right to refrain from testifying at said hearing, since the testimony may be used against him or her.

The District Superintendent shall personally hear and determine the proceeding or may, at his or her discretion, designate a hearing officer to conduct the hearing. The hearing officer shall be authorized to administer oaths, and to issue subpoenas in conjunction with the proceeding before him or her. A record of the hearing shall be maintained, but no stenographic transcript shall be required. A tape recording shall be deemed a satisfactory record. The hearing officer shall make findings of fact and recommendations, as to the appropriate measure of discipline to the District Superintendent. The report of the hearing officer shall be advisory only, and the District Superintendent may accept all or any part thereof.

An appeal of the decision of the District Superintendent may be made to the Board of Education that will make its decision based solely upon the record before it. All

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appeals to the Board must be in writing and submitted to the District Clerk within thirty (30) calendar days of the date of the Superintendent's decision. The Board may adopt in whole or in part the decision of the Superintendent. Final decisions of the Board may be appealed to the Commissioner of Education within thirty (30) days of the decision.

c. Permanent suspension

Permanent suspension is reserved for extraordinary circumstances such as when a student's conduct poses a life-threatening danger to the safety and well-being of other students, OHM BOCES personnel, themselves, or any other person lawfully on school property or attending a school function.

**D. Minimum Periods of Suspension**

1. Students who bring a weapon to school:

In accordance with the Gun-Free Schools Law (20 U.S.C.A. Section 3351), the Gun-Free Schools Act of 1994 (20 U.S.C.A. Section 8921), New York State Education Law Section 3214(3), and this Board Policy, the punishment for violation of Section VII Subsection D(3), (4), (5) shall be suspension from attendance upon instruction for a period of not less than one calendar year. The District Superintendent has the authority to modify the one-year suspension on a case-by-case basis.

In deciding whether to modify the penalty, the District Superintendent may consider the following:

1. The student's age.
2. The student's grade in school.
3. The student's prior disciplinary record.
4. The District Superintendent's belief that other forms of discipline may be more effective.
5. Input from parents, teachers and/or others.
6. Other extenuating circumstances

A student with a disability may be suspended only in accordance with the requirements of state and federal law.

2. Students who commit violent acts other than bringing a weapon to school (Refer to violent student under Section II of this policy):

Any student, other than a student with a disability, who is found to have committed a violent act, other than bringing a weapon onto school property, shall be subject to suspension from school for at least five days. If the proposed penalty is the minimum five-day suspension, the student and the student's parents

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will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed penalty exceeds the minimum five-day suspension, the student and the student's parents will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The District Superintendent has the authority to modify the minimum five-day suspension on a case-by-case basis. In deciding whether to modify the penalty, the District Superintendent may consider the same factor considered in modifying a one-year suspension for possessing a weapon.

3. Students who are repeatedly substantially disruptive of the educational process or who repeatedly substantially interfere with the teacher's authority over the classroom:

Any student, other than a student with a disability, who repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom will be suspended from school for at least five days. For purposes of this Code of Conduct, "repeatedly is substantially disruptive" means engaging in conduct that results in the student being removed from the classroom by teacher(s), pursuant of Education Law §3214(3-a) and this code, on four or more occasions during a semester, or three or more occasions during a trimester. If the proposed penalty is the minimum five-day suspension, the student and the student's parent will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed penalty exceeds the minimum five-day suspension, the student and the student's parent will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The District Superintendent has the authority to modify the minimum five-day suspension on a case-by-case basis. In deciding whether to modify the penalty, the District Superintendent may consider the same factors considered in modifying a one-year suspension for possessing a weapon.

**E. Smoking/Tobacco/Nicotine, E-Cigarette Use Prohibited**

The possession, use, sale, or consumption of any form of tobacco, any substance containing nicotine (except prescribed medications), any e-cigarette or oil or vaping product intended for use in an e-cigarette, and any associated paraphernalia is prohibited. Consequences have been determined by OHM BOCES. They are as follows:

1<sup>st</sup> Offense The student will be suspended for one full day of in-school suspension, with a letter and a phone call to parents notifying them of the disciplinary process. The student may be given an additional assignment and or task, as deemed appropriate, to educate the student to the harmful effects of product usage.

2<sup>nd</sup> Offense The student will be suspended for an increased amount of time in in-school suspension. A letter will be sent, followed by a phone call to parents, notifying them of the second offense and requesting a conference. The student may be given an additional



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assignment and or task, as deemed appropriate, to educate the student to the harmful effects of product usage.

3<sup>rd</sup> Offense The student will be suspended out-of-school for a minimum of one day, followed by a letter and a phone call to parents notifying them of the third offense. Additionally, this letter will be followed by a phone call to the parents to establish the date and time of a conference. The student may be given an additional assignment and or task, as deemed appropriate, to educate the student to the harmful effects of product usage.

Subsequent Offenses The student will be suspended out-of-school up to a maximum of five days. Parents will be notified by a letter and a phone call regarding these continued offenses and a re-entry meeting with parents will be arranged.

**F. Referrals**

## 1. Referrals to Counseling and Appropriate Humans Services Agencies

The School counselor/Social Worker Office shall handle all referrals of students to counseling. When any student need is beyond the scope of the BOCES' resources, a referral to appropriate human services agencies will be made. All administrators, faculty, pupil services personnel, and other support staff will be responsible for communicating the need for such referrals to the principal or their designee.

## 2. PINS Petitions

The district may file a PINS (person in need of supervision) petition in Family Court on any student under the age of 18 who demonstrates that he or she requires supervision and treatment by:

- a. Being habitually truant and not attending school as required by Part One of Article 65 of the Education Law.
- b. Engaging in an ongoing or continual course of conduct which makes the student ungovernable, or habitually disobedient and beyond the lawful control of the school.
- c. Violating Penal Law §230.00. A single violation of §230.00 will be sufficient basis for filing a PINS petition.

## 3. Juvenile Delinquents and Juvenile Offenders

The District Superintendent is required to refer the following students to the County Attorney for a juvenile delinquency proceeding before the Family Court.

- a. Any student under the age of 16 who is found to have brought a weapon to school, or

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- b. Any student 14 or 15 years old who qualifies for juvenile offender status under the Criminal Procedure Law §1.20(42).

The District Superintendent is required to refer students, age 16 and older or any student 14 or 15 years old, who qualifies for juvenile offender status to the appropriate law enforcement authorities.

**X. Alternative Instruction**

When a student of any age is removed from class by a teacher, or a student of compulsory attendance age is suspended from school pursuant of Education Law §3214, OHM BOCES will take immediate steps (in conjunction with the provisions under Section IX., B., 5. of this document) to ensure the provision of continued educational programming and activities for such students, which shall include alternative educational programs appropriate to individual student needs.

**XI. Discipline of Students with Disabilities**

The Board of Cooperative Educational Services recognizes that it may be necessary to suspend, remove or otherwise discipline students with disabilities to address disruptive or problem behavior. The Board of Cooperative Educational Services also recognizes that students with disabilities are afforded certain procedural protections whenever school authorities intend to impose discipline upon them. Procedures followed for suspending, removing or otherwise disciplining students with disabilities shall be consistent with the procedural safeguards required by applicable laws and regulations relating to students with disabilities, including but not limited to the Individuals with Disabilities Act (IDEA), Chapter 33 of Title 20 of the United States Code, Part 300 of the Regulations of the Offices of the Department of Education, Education Law Section 3214, and Part 201 of the Regulations of the Commissioner of Education.

This Code of Conduct affords students with disabilities subject to disciplinary action no greater or lesser rights than those expressly afforded by applicable federal and state law regulations.

Students that are enrolled in an OHM BOCES Special Education Program located at a school district site are required to follow the Code of Conduct of the district and of OHM BOCES.

**XII. Corporal Punishment**

Corporal punishment is any act of physical force upon a student for the purpose of punishing that student. Corporal punishment of a student by any OHM BOCES employee is strictly forbidden.

No BOCES employees, contractors, or volunteers will use an aversive intervention, including mechanical restraints, as an intervention intended to induce pain or discomfort

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for the purpose of eliminating or reducing maladaptive behaviors.

However, in situations where alternative procedures and methods that do not involve the use of physical force cannot reasonably be employed, reasonable physical force may be used to:

1. Protect oneself, another student, teacher or any person from physical injury.
2. Protect the property of the school or others.
3. Restrain or remove a student whose behavior interferes with the orderly exercise and performance of school district functions, powers and duties, if that student has refused to refrain from further disruptive acts.

OHM BOCES will file all complaints about the use of corporal punishment with the Commissioner of Education in accordance with Commissioner's regulations.

**XIII. Student Searches and Interrogations**

The Board of Cooperative Educational Services is committed to ensuring an atmosphere on school property and at school functions that is safe and orderly. To achieve this kind of environment, any school official authorized to impose a disciplinary penalty on a student may question a student about an alleged violation of law or OHM BOCES Code of Conduct. Students are not entitled to any sort of "Miranda"-type warning before being questioned by school officials, nor are school officials required to contact a student's parent before questioning the student. However, school officials will tell all students why they are being questioned.

The Board of Cooperative Educational Services authorized the District Superintendent, building principals, the school nurse, school counselor/social worker, district security officials and designated staff to conduct searches of students and their belongings if the authorized school official has reasonable suspicion to believe that the search will result in evidence that the student violated the law or OHM BOCES' Code of Conduct. Searches can only be conducted in the presence of another designee.

In addition, the Board of Cooperative Educational Services authorizes the District Superintendent, building principals, the school nurse, school counselor/social worker, district security officials and designated staff to use metal detector technology as a screening tool to protect the school community from the possibility of the possession of weapons by students. Such metal detector searches will be conducted in accordance with applicable OHM BOCES Board policies.

An authorized school official may conduct a search of a student's belongings without reasonable suspicion that is minimally intrusive, such as touching the outside of a book bag. The school official should have legitimate reason for a very limited search.

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An authorized school official may search a student or the student's belongings based upon information received from a reliable informant. Individuals, other than OHM BOCES employees, will be considered reliable informants if they have previously supplied information that was accurate and verified, or they make an admission against their own interest, or they provide the same information that is received independently from other sources, or they appear to be credible and the information they are communicating relates to an immediate threat to safety. OHM BOCES employees will be considered reliable informants unless they are known to have previously supplied information that they knew was not accurate.

Before searching a student or the student's belongings, the authorized school official should attempt to get the student to admit that he/she possesses physical evidence that violates the law or OHM BOCES Code, or get the student to voluntarily consent to the search. Searches will be limited to the extent necessary to locate the evidence sought.

Whenever practicable, searches will be conducted in the privacy of administrative offices or other designated private area and students will be present when their possessions are being searched.

**A. Student Lockers, Desks and other School Storage Places**

The rules in this Code of Conduct regarding searches of students and their belongings do not apply to student lockers, desks and other school storage places. Students have no reasonable expectations of privacy with respect to these places and school officials retain complete control over them. This means that student lockers, desks and other school storage places may be subject to search at any time by school officials, without prior notice to students and without their consent. Students are expected, however, to assume full responsibility for the security of their lockers, and the OHM BOCES is not responsible for stolen items. A list of the locker or lock combinations to all student lockers shall be kept in the office of the building principal.

**B. Strip Searches**

A strip search is a search that requires a student to remove any or all of his/her clothing, other than an outer coat or jacket. Strip searches by any school employees are expressly prohibited.

**C. Documentation of Searches**

The principal will keep a confidential record of each reported search. The authorized school officials conducting the search shall be responsible for promptly recording the following information about each search:

1. Name, age and grade of student searched.
2. Reasons for the search.

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3. Name of any informant(s) must be confidential unless required for a hearing.
4. Purpose of search (this is, what items(s) were being sought).
5. Type and scope of search.
6. Person conducting search and his/her title and position.
7. Witnesses to the search.
8. Time and location of search.
9. Results of search (that is, what items(s) were found).
10. Disposition of items found.
11. Time, manner and results of parental notification.

The building principal or the principal's designee shall be responsible for the custody, control and disposition of any illegal or dangerous item taken from a student. The principal or his/her designee shall clearly label each item taken from the student and retain control of the item(s), until the item(s) is turned over to the police. The principal or his/her designee shall be responsible for personally delivering dangerous or illegal items to police authorities.

#### **D. Cooperation with Law Enforcement Officials**

OHM BOCES officials are committed to cooperating with police officials and other law enforcement authorities to maintain a safe school environment. When BOCES officials have called the police to investigate a crime on school premises, school officials should yield to police leadership on the conduct of the investigation. The investigation should be conducted in a manner that minimizes the disruption of the school environment.

Police officials, however, have limited authority to interview or search students in schools or at school functions, or to use school facilities in connection with police work. If law enforcement seeks to interrogate or remove a student, the BOCES is required to immediately contact the student's parents or legal guardians to arrange for their presence, if possible, or obtain their consent unless they :

1. Have a warrant for the arrest of the student; or
2. Have a court order authorizing the removal or interrogation of the student; or
3. Are investigating a possible crime and law enforcement determines either:
  - a. Exigent circumstances exist;
  - b. There is an immediate threat of serious physical harm; or
  - c. There is an emergency and immediate need for assistance.

School officials will defer to the police on these issues and their determinations.

Before police officials are permitted to question or search any student, the building principal or his/her designee shall first try to notify the student's parents to give the

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parent the opportunity to be present during the police questioning or search. If the student's parent cannot be contacted prior to the police questioning or search, the questioning or search will not be conducted, unless the student is 16 years of age or older. The principal or designee will also be present during any police questioning or search of a student on school property or at a school function.

Students who are questioned by police officials on school property or at a school function will be afforded the same rights they have outside the school. This means:

1. They must be informed of their legal rights.
2. They may remain silent if they so desire.
3. They may request the presence of an attorney.

**E. Child Protective Services Investigations**

Consistent with the OHM BOCES' commitment to keep students safe from harm and the obligation of school officials to report to child protective services when they have reasonable cause to suspect that a student has been abused or maltreated, OHM BOCES will provide data and assistance to local child protective services workers, or members of a multi-disciplinary team accompanying such workers, who are responding to allegations of suspected child abuse, and/or neglect, or custody investigations. Such data and assistance include access to records relevant to the investigation, as well as interviews with any child named as a victim in a report, or a sibling of that child, or a child residing in the same home as the victim.

All requests by child protective services to interview a student on school property shall be made directly to the building principal or his/her designee. Child protective service workers and any associated multi-disciplinary team members must comply with the District's procedures for visitors, provide identification, and identify the child(ren) to be interviewed. The principal or designee shall decide if it is necessary and appropriate for a school staff member, including but not limited to an administrator or school nurse, to observe the interview either from inside or outside the interview room.

A child protective services worker may not remove a student from school property without a court order, unless the worker reasonably believes that the student would be subject to danger of abuse if not he/she were not removed from school before a court order can reasonably be obtained. If the worker believes the student would be subject to danger of abuse, the worker may remove the student without a court order and without the parent's consent.

**XIV. Visitors to the Schools**

The Board of Cooperative Educational Services encourages parents and other district citizens to visit the district's schools and classrooms to observe the work of students, teachers and other staff. Since schools are a place of work and learning, however, certain

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limits must be set for such visits. Clearly displayed signs must be posted at all entrances informing visitors to report to the main office or designated areas. The building principal or his/her designee is responsible for all persons in the building and on the grounds. For these reasons, the following rules apply to visitors to the schools:

1. Anyone who is not a regular staff member or student of the school will be considered a visitor.
2. All visitors to the school must report to the office of the principal or other designated area upon arrival at the school. They will be required to sign the visitor's register and will be issued a visitor's identification badge, which must be worn at all times while in the school or on school grounds. The visitor must return the identification badge to the principal's office before leaving the building. A visitor may be required to provide identification.
3. Visitors attending school functions that are open to the public, such as parent-teacher organization meetings or public gatherings, are not required to register.
4. Parents or citizens who wish to observe a classroom while school is in session are required to arrange such visits in advance with the classroom teacher(s), so that class disruption is kept to a minimum. The teacher should notify the principal.
5. Teachers are expected not to take class time to discuss individual matters with visitors.
6. Any unauthorized person on school property will be reported to the principal or his/her designee. Unauthorized persons will be asked to leave. The police may be called if the situation warrants.
7. All visitors are expected to abide by the rules for public conduct on school property contained in this Code of Conduct.

**XV. Public Conduct on School Property**

OHM BOCES is committed to providing an orderly, safe, respectful environment that is conducive to learning. To create and maintain this kind of an environment, it is necessary to regulate public conduct on school property and at school functions. For purposes of this section of the code, "public" shall mean all persons when on school property or attending a school function including students, teachers and OHM BOCES personnel.

The restrictions on public conduct on school property and at school functions contained in this code are not intended to limit freedom of speech or peaceful assembly. OHM BOCES recognizes that free inquiry and free expression are indispensable to the objectives of OHM BOCES. The purpose of this code is to maintain public order and prevent abuse of the rights of others.

All persons on school property or attending a school function shall conduct themselves in a respectful and orderly manner. In addition, all persons on school property or attending a school function are expected to be properly attired (refer to Dress Code, Section VI) for the purpose they are on school property.

CODE OF CONDUCT**A. Prohibited Conduct**

No person, either alone or with others, shall:

1. Injure any person intentionally or threaten to do so.
2. Damage, destroy, or steal school district property or the personal property of a teacher, administrator, other OHM BOCES employee, student, or any person lawfully on school property, (including graffiti or arson).
3. Disrupt the orderly conduct of classes, school programs or other school activities.
4. Distribute or wear materials on school grounds or at school functions that are obscene, advocate illegal action, appear libelous, are gang related, obstruct the rights of others, or are disruptive to the school program.
5. Verbal or physical intimidation, including threatening to cause physical injury to any other person; acts that constitute harassment, as defined in Section II of the Code of Conduct, labeled "Definitions".
6. Enter any portion of the school premises without authorization or remain in any building or facility after it is normally closed.
7. Obstruct the free movement of any person in any place to which this code applies.
8. Violate the traffic laws, parking regulations or other restrictions on vehicles;
9. Possess, consume, sell, distribute or exchange alcoholic beverages or be under the influence of either on school property or at a school function.
10. Possess or use weapons in or on school property or at a school function, except in the case of law enforcement officers or except as specifically authorized by the District Superintendent.
11. Loiter on or about school property.
12. Gamble on school property or at school functions.
13. Refuse to comply with any reasonable order of identifiable OHM BOCES officials performing their duties.
14. Incite others to commit any of the acts prohibited by this code.
15. Violate any federal or state statute, local ordinance or board policy while on school property or while at a school function.
16. The use, possession, sale, gift, or purchase, or the attempted use, possession, sale, gift, or purchase of:
  - a. any Illegal Substance, as defined in this Code;
  - b. marijuana or any substance listed by the federal government as a controlled substance;
  - c. synthetic marijuana, or cannabinoids, including, but not limited to, items labeled as incense, bath salts, herbal mixtures, or potpourri;
  - d. any prescription medication other than in compliance with a valid prescription;
  - e. any non-prescription (over-the-counter) medication other than in accordance with the manufacturer's directions for use;
  - f. any substance that the possessor or one of the persons involved in a



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- transaction believes to be a substance described in this subsection; or
- g. any pipes, bongs, clips, or other paraphernalia associated with the use of any of the substances described in this subsection.

#### **B. Penalties**

Persons who violate this code shall be subject to the following penalties:

1. Visitors. Their authorization, if any, to remain on school grounds or at the school function shall be withdrawn and they shall be directed to leave the premises. If they refuse to leave, they shall be subject to ejection.
2. Students. They shall be subject to disciplinary action as the facts may warrant, in accordance with the due process requirements.
3. Tenured faculty members. They shall be subject to disciplinary action as the facts may warrant in accordance with Education Law §3020 a or any other legal rights that they may have.
4. Staff members in the classified service of the civil service who are entitled to the protection of Civil Service Law §75 shall be subject to immediate ejection and to disciplinary action as the facts may warrant in accordance with Civil Service Law §75 or any other legal rights that they may have.
5. Staff members other than those described in subdivisions 3 and 4. They shall be subject to warning, reprimand, suspension or dismissal as the facts may warrant in accordance with any legal rights they may have.

#### **C. Enforcement**

The building principal or his/her designee shall be responsible for enforcing the conduct required by this code.

When the building principal or his/her designee sees an individual engaged in prohibited conduct, which in his/her judgment does not pose any immediate threat of injury to persons or property, the principal or his/her designee shall tell the individual that the conduct is prohibited and attempt to persuade the individual to stop. The principal or his/her designee should also warn the individual of the consequences for failing to stop, if possible and appropriate. If the person refuses to stop engaging in the prohibited conduct, or if the person's conduct poses an immediate threat of injury to persons or property, the principal or his/her designee shall have the individual removed immediately from school property or the school function. If necessary, local law enforcement authorities will be contacted to assist in removing the person.

OHM BOCES shall initiate disciplinary action against any student or staff member, as appropriate, with the "Penalties" section above.

In addition, OHM BOCES reserves its right to pursue a civil or criminal legal action against

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any person violating the code.

### **XVI. Standards and Procedures to Assure the Security and Safety of Students and School Personnel**

The BOCES has established a BOCES-level school safety plan, and a building-level emergency response plan for each BOCES school building, which have been developed in accordance with applicable law and regulation to assure the security and safety of students and school personnel.

### **XVII. Dissemination and Review**

#### **A. Dissemination of Code of Conduct**

The Cooperative Board will work to ensure that the community is aware of this Code of Conduct by:

1. Posting the complete Code of Conduct, respectively, on the OHM BOCES internet website, including any annual updates or amendments thereto.
2. Providing copies of a summary of the code to all students in an age-appropriate version, written in plain language, as a general assembly held at the beginning of each school year.
3. Provide by mail a plain language summary of the Code of Conduct to all persons in a parental relation to the students before the beginning of each school year and making the summary available thereafter upon request.
4. Providing all current teachers and other staff members with a copy of the code and a copy of any amendments to the code as soon as practicable after adoption.
5. Providing all new employees with a copy of the current Code of Conduct when they are first hired.
6. Making copies of the code available for review by students, parents and other community members.
7. Provide training to teachers, administrators, and staff designed to address the concepts and issues incorporated in the Dignity Act, including, but not limited to, guidelines on promoting a safe and supportive school climate while discouraging, among other things, discrimination or harassment against students and/or school employees.
8. Provide “safe and supportive school climate concepts” in the OHM BOCES curriculum.

OHM BOCES shall develop and implement a program of instruction in grades Kindergarten through Grade 12 that supports development of a school environment free of harassment, bullying and/or discrimination, that raises student and staff awareness and sensitivity to harassment, bullying and /or discrimination, that instructs in the safe and responsible use of the internet and electronic communications and that includes a component on civility,

CODE OF CONDUCT

citizenship and character education in accordance with Education Law. 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.

The Board of Cooperative Educational Services will sponsor an in-service education program for all OHM BOCES staff members to ensure the effective implementation of the Code of Conduct and other policies on school conduct and discipline, including but not limited to guidelines on promoting a safe and supportive school climate while discouraging, among other things, harassment, bullying and discrimination against students by students and/or school employees; and including safe and supportive school climate concepts in the curriculum and classroom management. The District Superintendent may solicit the recommendations of OHM BOCES staff, particularly teachers and administrators, regarding in service programs pertaining to the management and discipline of students.

The Board of Cooperative Educational Services will review this Code of Conduct every year and update it as necessary. In conducting the review, the Board of Cooperative Educational Services will consider how effective the code's provisions have been and whether the code has been applied fairly and consistently.

The Board of Cooperative Educational Services may appoint an advisory committee to assist in reviewing the code and OHM BOCES' response to Code of Conduct violations. The committee will be made up of representatives of student, teacher, administrator, parent organizations, school safety personnel and other OHM BOCES personnel.

Before adopting any revisions to the code, the Cooperative Board will hold at least one public hearing at which OHM BOCES personnel, parents, students and any other interested party may participate.

The Code of Conduct and any amendments to it will be filed with the Commissioner no later than 30 days after adoption.

**B. In-Service Education**

In-service education regarding this Code of Conduct will be provided to all staff at the beginning of each school year. In-service education shall include OHM BOCES policy for conduct on school grounds and at school functions, methods for promoting a safe and supportive school climate, and ways of discouraging discrimination and/or harassment against students by other students or school employees.

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

Adopted: 07/01/08, 04/09/14

Revised: 10/10/12, 06/12/13, 07/12/18, 9/8/21, 8/10/22




Oneida-Herkimer-Madison BOCES

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

Patricia N. Kilburn, Ed.D.  
District Superintendent  
T: 315.793.8560  
F: 315.793.8541  
pkilburn@oneida-boces.org

VII D. 10.  
Approval of Cooperative Board  
Handbook  
July 12, 2023

MEMORANDUM

To: Cooperative Board  
From: Patricia N. Kilburn, Ed.D.   
Date: June 28, 2023  
Subject: Approval of Cooperative Board Handbook

**Background:**

The handbook was designed to assist members performing their roles as trustees of Oneida-Herkimer-Madison BOCES.

**Discussion:**

The handbook will continually be reviewed and updated to assist Cooperative Board members.

**Recommendation:**

It is recommended that the Board approve the handbook to be used for the 2023-24 year.

**Resolution:**

That the Cooperative Board approves the current and most updated version of the Cooperative Board Member Handbook dated July 12, 2023, for the 2023-24 year.

dlk  
LM2023

*We are collaborators, working together and partnering with leaders in education, business, industry, government and the local community to promote inclusive educational and career opportunities and equitable access in order to prepare all of our learners for the dynamic world of today and tomorrow.*