



Oneida-Herkimer-Madison BOCES

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

AGENDA

Cooperative Board Regular Meeting

August 9, 2023 4:30 p.m.

The Howard D. Mettelman Learning Center

Middle Settlement Road, New Hartford, New York and

2007 South Ocean Boulevard, Myrtle Beach, South Carolina. The Grand Atlantic,
Room number 407-1.

Draft Timeline

- 4:15** Public Hearing for Approval and Adoption of District-Wide and Divisional School Safety Plans
- 4:30** I. Call to Order
- II. Pledge of Allegiance
- 4:35** III. Recognition
- None
- 4:35** IV. Recognition of Visitors
- 4:50** V. Communications
- A. From the Floor
- General questions from board members?
 - Commentary from board members?
- B. Correspondence

5:00 VI. Reports

- Rural Schools Conference Report out – Mrs. Anderson, Mr. Boucher, Mrs. Corbin and Dr. Porcelli
- District Superintendent Reports
 - Understanding Budget Adjustment Reports
 - Program Updates

5:15 VII. A. Approval of the Minutes of the Reorganizational/Regular Meeting of July 12, 2023 (page 17)

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

B. Financial Report (page 61)

1. Acceptance of Report of the Treasurer, June
2. Approval of 2022-2023 Budget Adjustment Report, June

C. Personnel Report (page 81)

a. Resignations

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

b. Unpaid Leave(s) of Absence

1. Non-Instructional/Classified Staff

c. Appointments

1. Teaching/Certified Staff
 - a. Recommendation for Probationary Appointment(s)
 - b. Recommendation for Temporary Appointment(s)
 - c. Recommendation for Tenure Appointment(s)
 - d. Recommendation for Mentoring

2. Non-Instructional/Classified Staff

a. Recommendation to create one (1) Library Aide position

- a. Recommendation for Provisional Appointment(s)
- b. Recommendation for Probationary Appointment(s)
- c. Recommendation for Part-Time Appointment(s)
- d. Recommendation for Temporary Appointment(s)
- e. Recommendation for Permanent Appointment(s) – (Non-Competitive Civil Service Title)
- f. Recommendation for Non-Instructional Temporary Appointment(s)
- g. Recommendation for Additional Assignment(s)

d. Stipends

1. Teaching/Certified Staff

- a. Recommendation for Additional Stipends

e. Summer School

1. Teaching/Certified Staff

- a. Recommendation for Summer School Appointments – 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 Extra Assignments – Alternative Education Staff

2. Non-Instructional

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

D. Action Items (page 113)

- 1. Approval and Adoption of the District-Wide and Divisional School Safety Plans
- 2. Approval of Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES Lease Agreement 2023-2024
- 3. Approval of CTE Equipment Reserve/Purchases

Agenda
Cooperative Board Regular Meeting
August 9, 2023
Page 4 of 5

4. Approval of CTE Equipment Reserve Replenishment
5. Approval of Use of Funds from Unemployment Payment Insurance Reserve
6. Approval of Food Service Program Start Up Cash
7. Approval of Timothy School/TIM Academy Contract 2023-2024
8. Approval of School Special Patrol Officer Contract 2022-2023
9. Approval of 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 (*second reading*)
10. Approval of Code of Conduct for 2023-2024 (*second reading*)
11. Approval of Contracts

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

5:45 IX. Old Business

6:00 X. Executive Session

Executive Session Items:

	discussing the employment history of a particular person
	discussing matters that may lead to the appointment of a particular person (or alternatively, a particular corporation)
	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*)

6:30 Adjournment

6:30 Dinner

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

FOR THE MONTH ENDING JUNE 2023

BANK BALANCES BY FUND:

FUND	BANK	TYPE	BEGINNING BALANCE	PLUS RECEIPTS	MINUS DISBURSE	ENDING BALANCE
CAPITAL	JPM/CHASE	MMKT	7,995.58	15.11	-	8,010.69
GENERAL	JPM/CHASE	MMKT	23,194,449.85	13,978,919.52	29,349,982.35	7,823,387.02
GENERAL-MULTI C/D	JPM/CHASE	CHECK	3,149,783.68	24,501,350.23	22,564,933.02	5,086,200.89
GENERAL-MULTI C/R	JPM/CHASE	CHECK	1,301,342.16	1,521,064.04	2,726,000.00	96,406.20
GENERAL-LEARNING	JPM/CHASE	CHECK	3,773.66	384.08	4,000.00	157.74
GENERAL-MULTI C/R	NBT	MMKT	8,918.35	6,464.65	10,561.58	4,821.42
LUNCH-MULTI C/D	JPM/CHASE	CHECK	-	688,885.03	688,885.03	-
LUNCH-MULTI C/R	JPM/CHASE	CHECK	44,201.40	1,229.35	40,000.00	5,430.75
LUNCH C/R	JPM/CHASE	CHECK	1,557.89	77,289.05	75,000.00	3,846.94
LUNCH-MULTI C/R	NBT	MMKT	19,200.58	39,810.01	45,050.00	13,960.59
SPEC AID-MULTI C/R	NBT	MMKT	-	-	-	-
SPEC AID-MULTI C/R	JPM/CHASE	CHECK	3,784.80	255,721.63	254,000.00	5,506.43
SPEC AID-MULTI C/D	JPM/CHASE	CHECK	-	231,340.82	231,340.82	-
TRUST/CM SCHOL	NBT	MMKT	-	-	-	-
TRUST/CM SCHOL	JPM/CHASE	MMKT	78,830.45	246.68	9,425.00	69,652.13
EXTRA-CURR/CM	JPM/CHASE	MMKT	20,165.67	3,717.00	2,447.49	21,435.18
TOTAL CASH			27,834,004.07	41,306,437.20	56,001,625.29	13,138,815.98

TOTAL CASH BY FUND:

CAPITAL	8,010.69
GENERAL	13,010,973.27
SCHOOL LUNCH	23,238.28
SPECIAL AID	5,506.43
TRUST/AGENCY	69,652.13
EXTRA-CURRICULAR	21,435.18
	<u>13,138,815.98</u>

TOTAL CASH BY BANK:

JPM/CHASE	13,028,946.66
NBT	109,869.32
	<u>13,138,815.98</u>

CHECKING RECONCILIATION:

BANK BALANCE	OUTSTANDING CHECKS	ENDING BALANCE
14,914,430.16	9,828,229.27	5,086,200.89
22,227.79	792.61	21,435.18

CERTIFICATION:

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

Christine Turczyn
 CHRISTINE TURCZYN TREASURER

Michele North
 MICHELE NORTH DEPUTY TREASURER

VII B. 1.
 Acceptance of Report of
 the Treasurer, June
 August 9, 2023

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

BOARD MEETING PRESENTATION
 June 30, 2023

CHECKING ACCOUNT - NBT BANK		CLUB ACCOUNT BALANCES	
BALANCE: BEGINNING OF THE MONTH	\$ 20,165.67	FUTURE FARMERS OF AMERICA	\$ 11,838.77
PLUS: RECEIPTS	\$ 3,717.00	SKILLS USA	\$ 5,876.04
LESS: EXPENDITURES	\$ 2,447.49	P-TECH	\$ 3,568.64
BALANCE: END OF MONTH	\$ 21,435.18	SALES TAX	\$ 151.73
		ACCOUNT TOTALS, END OF MONTH	\$ 21,435.18
BANK RECONCILIATION			
BALANCE PER BANK STATEMENT	\$ 22,227.79		
PLUS: DEPOSITS IN TRANSIT	\$ -		
LESS: OUTSTANDING CHECKS	\$ (792.61)		
RECONCILED BALANCES	\$ 21,435.18		
CASH: END OF MONTH	\$ 21,435.18	CASH: END OF MONTH	\$ 21,435.18

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

Conner J. Wood

TREASURER, EXTRA-CURRICULAR ACTIVITY FUND

2022-2023 EXTRA-CURRICULAR
YEAR END REPORT

ACTIVITIES	FUND BALANCE 07/01/22	RECEIPTS	DISBURSEMENTS	FUND BALANCE 06/30/23
FUTURE FARMERS	7,104.93	14,026.52	9,292.68	11,838.77
SKILLS USA	4,841.10	3,556.00	2,521.06	5,876.04
P-TECH	1,677.56	6,517.22	4,626.14	3,568.64
SALES TAX COLLECTIONS	124.69	696.17	669.13	151.73
TOTALS	13,748.28	24,795.91	17,109.01	21,435.18

PREPARED BY:

Connor T. Howard

ONEIDA HERKIMER MADISON BOCES
Revenue Status Report As Of: 06/30/2023
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	2,718,558.65	1,415,772.85	197,226.50
002 CAPITAL/RENT EXPENDITURES			3,141,490.24	77,389.36	3,218,879.60	3,218,879.60	0.00	0.00
101 OCCUPATIONAL EDUCATION			7,724,893.00	321,022.64	8,045,915.64	7,839,322.25	69.00	13,077.50
102 ADULT EDUCATION			39,244.05	0.00	39,244.05	39,244.05	0.00	0.00
103 SECONDARY OCC ED/MADISON BOCES			22,118.00	0.00	22,118.00	23,106.53	0.00	988.53
107 OCCUPATIONAL EDUCATION-HANDICAPPED			550,810.00	130,851.00	681,661.00	653,345.40	0.00	0.00
109 OCC. ED./MADISON BOCES			28,662.00	1,344.00	30,006.00	30,164.66	0.00	158.66
201 8:1:2 PROGRAM			7,086,115.25	1,123,632.92	8,209,748.17	8,017,486.27	0.00	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	1,414,796.72	0.00	0.00
204 12:1:1 MILD/MODERATE PROGRAM			2,321,228.50	102,083.67	2,423,312.17	2,380,439.08	0.00	0.00
205 SPECIAL CLASS: OPTION 2/MADISON BOCE			443,845.00	-89,072.52	354,772.48	383,237.53	0.00	28,465.05
206 TRANSITIONAL PLNG & IMPLEMENTATION			529,760.00	-1,058.86	528,701.14	534,158.34	0.00	5,457.20
209 12:1:4 DEV/MD PROGRAM			6,339,599.50	533,860.54	6,873,460.04	6,760,744.68	0.00	764.00
214 SPECIAL ED. OPTION III/MADISON BOCES			496,002.75	-87,901.70	408,101.05	420,534.06	0.00	12,433.01
216 6:1:2 PROGRAM			2,260,598.00	1,022,776.76	3,283,374.76	3,220,426.67	0.00	0.00
221 6:1:1 HERKIMER BOCES			90,000.00	-56,138.40	33,861.60	33,861.60	0.00	0.00
222 SPECIAL CLASS: OPTION 3/MADISON BOCE			272,745.00	-1,852.54	270,892.46	296,564.31	0.00	25,671.85
223 1:8:1 PROGRAM/JEFF-LEWIS BOCES			0.00	14,799.20	14,799.20	14,799.20	0.00	0.00
225 ELEM IMN 6:1:2.5/MADISON			483,780.00	-76,040.00	407,740.00	430,662.78	0.00	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	85,884.12	85,884.12	85,884.12	0.00	0.00
232 AUTISM-SECONDARY(6:1:1)/MADISON BOCE			0.00	161,324.00	161,324.00	161,324.00	0.00	0.00
303 ART			183,034.60	8,895.33	191,929.93	183,034.60	0.00	0.00
305 GUIDANCE			297,801.00	-187,965.51	109,835.49	99,267.00	0.00	0.00
306 TECHNOLOGY			82,534.20	4,176.08	86,710.28	82,534.20	0.00	0.00
308 PHYSICAL EDUCATION			42,593.50	88,104.18	130,697.68	127,780.50	0.00	0.00
310 NURSE PRACTITIONER			386,040.00	27,325.32	413,365.32	399,496.20	0.00	0.00
312 SCHOOL PHYSICIAN			59,439.24	0.00	59,439.24	59,439.24	0.00	0.00
313 SCHOOL PSYCHOLOGIST			263,337.50	36,018.43	299,355.93	288,018.95	0.00	0.00
314 SCHOOL SOCIAL WORKER			353,521.74	-96,479.67	257,042.07	244,745.82	0.00	0.00
315 SPEECH IMPROVEMENT			667,281.00	68,311.37	735,592.37	714,295.34	0.00	0.00
316 VISUALLY IMPAIRED			128,699.12	-41,194.67	87,504.45	83,361.95	0.00	0.00
317 COMPUTER INSTRUCTION			73,495.94	3,050.97	76,546.91	73,495.94	0.00	0.00
318 DEAF			156,309.01	-8,907.92	147,401.09	142,099.10	0.00	0.00
321 PHYS. THERAPY			153,110.40	4,941.00	158,051.40	153,269.90	0.00	0.00
322 OCCUPATIONAL THERAPY			303,374.80	-73,640.68	229,734.12	220,905.72	0.00	0.00
325 HOME ECONOMICS			131,545.20	-12,414.30	119,130.90	111,813.42	0.00	0.00
326 ENGLISH/SECOND LANG. INTR.			657,043.20	-23,236.67	633,806.53	607,764.96	0.00	0.00
332 CURRICULUM SUPERVISION COORDINATION			52,393.00	37,130.57	89,523.57	89,523.57	0.00	0.00

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

These are estimates to balance the budget

ONEIDA HERKIMER MADISON BOCES
Revenue Status Report As Of: 06/30/2023
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	167,941.80	0.00	0.00
345	SHARED BUSINESS OFFICIAL		0.00	117,799.00	117,799.00	117,799.00	0.00	0.00
346	AUDIOLOGY/OSWEGO BOCES		120,846.55	42,371.23	163,217.78	181,097.03	0.00	17,879.25
348	SCH SOCIAL WORKER/HFHO BOCES		0.00	369.60	369.60	369.60	0.00	0.00
349	SPEECH/HERKIMER BOCES		14,421.45	-14,253.46	167.99	167.99	0.00	0.00
350	OCC. THERAPY/HERK. BOCES		4,059.00	-3,936.86	122.14	122.14	0.00	0.00
352	TEACH. AIDE 1:1/HERK. BOCES		30,800.00	-25,106.20	5,693.80	5,693.80	0.00	0.00
355	General Supervision		76,803.60	9,159.83	85,963.43	76,803.60	0.00	0.00
357	BILINGUAL/ESL ITINERANT: MADISON BOCE		20,860.00	860.00	21,720.00	22,973.91	0.00	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	2,799.00	8,019.00	8,581.09	0.00	562.09
405	PERFORMING ARTS		115,520.00	321,134.91	436,654.91	435,545.79	0.00	0.00
408	ALTERNATIVE EDUCATION		5,675,964.20	1,684,242.58	7,360,206.78	6,866,552.98	0.00	0.00
410	HOSPITAL BASED/ONONDAGA BOCES		8,100.00	-2,916.00	5,184.00	9,255.60	0.00	4,071.60
411	ALTERNATIVE H.S. EQUIV		59,970.00	0.00	59,970.00	59,970.00	0.00	0.00
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	-37,399.26	104,258.54	104,873.22	0.00	614.68
420	REGIONAL PROGRAM EXCELLENCE		171,010.00	-56,340.33	114,669.67	108,039.00	0.00	0.00
424	EXPLORATORY ENRICHMENT/ROCKLAND BOCE		0.00	61,897.50	61,897.50	61,897.50	0.00	0.00
426	Distance Learning		42,352.00	941,473.29	983,825.29	984,003.61	0.00	178.32
428	SUMMER SCHOOL		786,711.00	-178,508.50	608,202.50	602,964.00	0.00	0.00
438	DISTANCE LEARNING/CAPITAL REGION BOC		2,965,051.77	-623,837.33	2,341,214.44	1,981,397.49	0.01	0.00
461	DISTANCE LEARNING/CAPITAL REGION BOC		0.00	9,517.50	9,517.50	9,517.50	0.00	0.00
479	DL SYNERGY VIRTUAL HS/CITI BOCES		92,000.00	-14,325.00	77,675.00	148,675.12	0.00	71,000.12
502	EDUCATIONAL COMMUNICATIONS		917,779.00	313,002.80	1,230,781.80	1,106,338.80	124.90	39,468.85
504	TECHNICAL REPAIR SERVICE		720,532.55	455,319.76	1,175,852.31	1,065,497.91	0.00	117,794.18
505	PRINTING		715,969.00	692,315.41	1,408,284.41	1,400,719.83	0.00	5,882.91
507	PRINTING/MADISON		0.00	0.00	0.00	42.57	0.00	42.57
509	SCH. CURR./CAYUGA BOCES		25,239.96	8,497.66	33,737.62	34,522.90	0.00	785.28
510	LEARNING TECHNOLOGY		3,202,531.99	3,778,444.29	6,980,976.28	4,086,506.64	0.00	0.00
511	SCH. CURR./CAPITAL REGION		3,113.25	4,767.24	7,880.49	7,921.38	0.00	40.89
513	SCH CURR./FRANKLIN BOCES		0.00	2,538.00	2,538.00	2,538.00	0.00	0.00
514	MODEL SCHOOLS-MADISON BOCES		288,963.00	-48,968.62	239,994.38	252,833.83	0.00	12,839.45
515	COMMON LEARNING OBJ-MADISON BOCES		2,664,512.03	372,392.89	3,036,904.92	3,088,945.57	0.00	52,040.65
518	SCIENCE KITS		1,270,458.90	192,836.17	1,463,295.07	1,377,899.99	0.00	0.00
520	SCH CURR./MADISON BOCES		400.00	3,582.35	3,982.35	3,982.35	0.00	0.00
521	SCHOOL CURRICULUM IMPROVEMENT SERVIC		1,417,094.00	600,708.10	2,017,802.10	1,968,977.15	0.00	1,440.00
523	STRATEGIC PLNG./QUESTAR.III BOCES		0.00	150.95	150.95	150.95	0.00	0.00
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	5,000.00	0.00	0.00

* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.
These are estimates to balance the budget

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 06/30/2023

Fiscal Year: 2023

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
535	SCH CURRIC/HERKIMER BOCES		0.00	5,267.80	5,267.80	5,294.65	0.00	26.85
537	STAFF DEV./CERTF/PUTNAM BOCES		0.00	1,160.00	1,160.00	1,160.19	0.00	0.19
538	MODEL SCHOOLS		279,922.61	35,753.59	315,676.20	284,903.61	0.00	0.00
543	HRD/SFTWARE/OSWEGO BOCES		5,093.28	21,582.27	26,675.55	27,073.55	0.00	398.00
545	COMMUNITY SCHOOL RESOURCES		1,406,900.00	2,806,651.09	4,213,551.09	4,213,551.09	0.00	0.00
547	CDOS CREDENTIAL MGT SYS OSWEGO BOCES		2,817.47	-47.12	2,770.35	3,273.99	0.00	503.64
555	SUPERINTENDENT EVAL/ERIE 2 BOCES		0.00	2,177.00	2,177.00	2,240.27	0.00	63.27
560	CPSE		139,515.00	3,532.35	143,047.35	139,515.00	0.00	0.00
565	School/Curriculum Improvement Planni		0.00	6,600.00	6,600.00	8,340.54	0.00	1,740.54
571	INSTRCTNL TECHNOLOGY/ORANGE-ULSTER 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	363,394.31	0.00	0.00
576	LIBRARY MEDIA SERVICE		744,775.39	126,087.91	870,863.30	808,454.17	0.00	0.00
578	LIBRARY AUTOMATION - MADISON BOCES		173,979.50	5,516.00	179,495.50	184,963.35	0.00	5,467.85
579	DIVERSITY EQUITY & INCL/TOMPKINS BOC		0.00	1,050.00	1,050.00	1,050.00	0.00	0.00
601	COMPUTER SERVICES - MADISON BOCES		9,954,846.23	1,271,616.94	11,226,463.17	11,588,444.22	0.00	361,981.05
602	NEGOTIATIONS - MADISON BOCES		332,094.40	89,995.90	422,090.30	439,894.55	0.00	17,804.25
603	SCHOOL COMMUNICATIONS		512,971.92	79,401.97	592,373.89	592,810.55	0.00	436.66
604	CENTRAL BUSINESS OFFICE		318,646.63	190,690.57	509,337.20	496,386.63	0.00	150.00
607	STAFF DEVELOPMENT - BUS DRIVERS		0.00	5,202.50	5,202.50	5,202.50	0.00	0.00
609	PLANNING SER: MANAGEMENT OCM BOCES		55,237.00	717.00	55,954.00	57,189.75	0.00	1,235.75
610	TELEPHONE INTERCONNECT		827,629.98	518,045.29	1,345,675.27	953,723.33	0.00	59,810.40
611	REGIONAL BUS MAINTENANCE-MADISON BOC		187,000.00	5,945.41	192,945.41	192,945.41	0.00	0.00
612	HEALTH COORDINATION/HERKIMER BOCES		12,259.00	0.00	12,259.00	12,259.00	0.00	0.00
613	FACILITY SERVICES		52,932.00	988.61	53,920.61	52,932.00	0.00	0.00
615	POLICY PLANNING ERIE I		11,708.60	1,019.38	12,727.98	13,419.54	0.00	691.56
616	EMPLOYEE ASSISTANCE PROGRAM		19,872.00	0.00	19,872.00	19,872.00	0.00	0.00
617	TEACHER RECRUITING SERVICE		0.00	16,303.00	16,303.00	18,102.00	0.00	1,799.00
618	EMPLOYEE BENEFIT COORDINATION		129,219.00	397.85	129,616.85	129,219.00	0.00	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	288,783.26	915,660.88	778,449.20	96.02	500.00
621	COORDINATION OF INSURANCE MANAGEMENT		6,875.00	0.00	6,875.00	6,875.00	0.00	0.00
622	REGIONAL BUS RADIOS - MADISON BOCES		9,696.00	104.00	9,800.00	11,765.92	0.00	1,965.92
623	STATE AID PLANNING - QUESTAR III BOC		43,415.00	-2,075.00	41,340.00	55,511.05	0.00	14,171.05
625	SUBSTITUTE TEACHER SERVICE		173,637.36	10,136.88	183,774.24	183,774.24	0.00	0.00
626	CENTRAL SCHOOL FOOD MANAGEMENT		640,483.03	30,777.10	671,260.13	642,393.03	0.00	0.00
627	RECORDS RETENTION		103,680.00	31,235.45	134,915.45	134,517.60	0.00	0.00
628	TELECOMMUNICATIONS		304,507.08	243,991.79	548,498.87	531,558.71	0.00	227,051.63
631	COOPERATIVE BID/MAD. BOCES		17,843.72	43,512.28	61,356.00	64,815.38	0.00	3,459.38
632	HEALTH CARE COORD./DELAWARE BOC		20,796.00	2,173.00	22,969.00	23,755.78	0.00	786.78
633	GASB 45 PLNG/QUESTAR III		24,752.00	1,494.00	26,246.00	27,671.90	0.00	1,425.90

* 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: 06/30/2023
Fiscal Year: 2023
Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
634	STAFF DEV BD OF ED - HERKIMER BOCES		13,302.00	5,060.11	18,362.11	26,372.59	0.00	8,010.48
636	GASB 45 PLANNING/CLINTON-ESSEX		3,990.00	13,090.00	17,080.00	17,080.00	0.00	0.00
637	FIXED ASSET INVENTORY/QUESTAR III		22,511.00	11,327.00	33,838.00	33,894.51	0.00	56.51
639	TRANSP./MADISON BOCES		1,521.00	2,415.00	3,936.00	9,856.50	0.00	5,920.50
640	DRUG TESTING/JEFF-LEWIS BOCES		19,851.00	2,354.50	22,205.50	24,592.57	0.00	2,387.07
641	ON-LINE APPL./PUTNAM BOCES		43,672.00	-470.00	43,202.00	43,221.26	0.00	19.26
646	MEDICAID REIMBURSEMENT/MADISON BOCES		38,014.04	-15,269.62	22,744.42	23,071.98	0.00	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	17,746.96	0.00	1,758.96
650	TESTING - NYS ALT ADDMT-CAP REGION B		79,800.00	570.00	80,370.00	81,106.53	0.00	736.53
651	SCRIC/BROOME BOCES		48,008.08	5,114.84	53,122.92	53,272.42	0.00	149.50
655	SPECIAL ED AID ASSISTANCE SVC		23,640.00	8,005.75	31,645.75	44,493.99	0.00	12,848.24
656	EMPLOYEE RELATIONS/ONC BOCES		17,524.00	351.00	17,875.00	19,538.22	0.00	1,663.22
657	PROJECT WORK/CAPITAL REGION BOCES		0.00	762.53	762.53	1,053.01	0.00	290.48
658	COOP BID/DCMO BOCES		0.00	23,942.02	23,942.02	23,942.02	0.00	0.00
659	TIER 4 ENHANCED/CAP REGION BOCES		0.00	195,542.20	195,542.20	195,542.20	0.00	0.00
660	EMPLOYEE ASSISTANCE/DCMO BOCES		0.00	7,963.86	7,963.86	7,963.86	0.00	0.00
Total GENERAL FUND			80,551,736.13	18,063,022.54	98,614,758.67	92,424,183.61	1,416,062.78	1,374,789.81

Selection Criteria

Criteria Name: Shared: REV RPT FOR BD/MONTH Modified
As Of Date: 06/30/2023
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: 06/30/2023

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	2,044,540.88	91,089.20	1,589,054.95
002 CAPITAL/RENT EXPENDITURES		3,141,490.24	77,389.36	3,218,879.60	3,218,879.50	0.00	0.10
101 OCCUPATIONAL EDUCATION		5,605,673.83	171,132.06	5,776,805.89	6,097,446.65	90,244.29	-410,885.05
103 SECONDARY OCC ED/MADISON BOCES		22,118.00	0.00	22,118.00	22,118.00	0.00	0.00
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	75,287.18	921,383.77	853,446.33	47,956.33	19,981.11
109 OCC. ED./MADISON BOCES		28,662.00	1,344.00	30,006.00	30,006.00	0.00	0.00
201 8:1:2 PROGRAM		4,822,722.64	693,412.14	5,516,134.78	4,797,006.83	4,425.00	714,702.95
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	610,187.81	0.00	277,814.78
204 12:1:1 MILD/MODERATE PROGRAM		1,260,200.91	321,532.00	1,581,732.91	1,306,571.67	651.14	274,510.10
205 SPECIAL CLASS: OPTION 2/MADISON BOCES		443,845.00	-89,072.52	354,772.48	354,772.49	0.00	-0.01
206 TRANSITIONAL PLNG & IMPLEMENTATION		504,158.00	3,023.74	507,181.74	509,821.55	0.00	-2,639.81
209 12:1:4 DEV/MD PROGRAM		3,358,780.07	520,101.38	3,878,881.45	3,152,578.17	15,280.00	711,023.28
214 SPECIAL ED. OPTION III/MADISON BOCES		496,002.75	-87,901.70	408,101.05	408,101.05	0.00	0.00
216 6:1:2 PROGRAM		1,623,972.80	867,148.04	2,491,120.84	1,875,830.20	55,428.00	559,862.64
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	-56,138.40	33,861.60	25,837.50	0.00	8,024.10
222 SPECIAL CLASS: OPTION 3/MADISON BOCES		272,745.00	-1,852.54	270,892.46	270,892.46	0.00	0.00
223 1:8:1 PROGRAM/JEFF-LEWIS BOCES		0.00	14,799.20	14,799.20	14,799.20	0.00	0.00
225 ELEM IMN 6:1:2.5/MADISON		483,780.00	-76,040.00	407,740.00	407,740.00	0.00	0.00
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	85,884.12	85,884.12	78,541.00	0.00	7,343.12
232 AUTISM-SECONDARY(6:1:1)/MADISON BOCES		0.00	161,324.00	161,324.00	161,324.00	0.00	0.00
303 ART		263,042.90	8,895.33	271,938.23	247,893.07	0.00	24,045.16
305 GUIDANCE		280,537.00	-187,965.51	92,571.49	136,099.48	0.00	-43,527.99
306 TECHNOLOGY		123,366.60	4,176.08	127,542.68	128,358.46	0.00	-815.78
308 PHYSICAL EDUCATION		79,432.00	173,291.18	252,723.18	197,978.95	0.00	54,744.23
310 NURSE PRACTITIONER		413,579.00	27,325.32	440,904.32	417,230.72	0.00	23,673.60
312 SCHOOL PHYSICIAN		65,439.24	0.00	65,439.24	65,430.00	0.00	9.24
313 SCHOOL PSYCHOLOGIST		363,356.25	36,018.43	399,374.68	439,107.05	3,096.34	-42,828.71
314 SCHOOL SOCIAL WORKER		424,460.00	-96,479.67	327,980.33	245,194.83	0.00	82,785.50
315 SPEECH IMPROVEMENT		632,178.00	70,811.37	702,989.37	700,443.21	0.00	2,546.16
316 VISUALLY IMPAIRED		123,808.12	-41,194.67	82,613.45	81,431.63	0.00	1,181.82
317 COMPUTER INSTRUCTION		86,590.04	3,157.46	89,747.50	80,862.09	0.00	8,885.41
318 DEAF		149,979.01	-8,907.92	141,071.09	146,846.89	0.00	-5,775.80
321 PHYS. THERAPY		146,205.40	4,941.00	151,146.40	150,379.85	0.00	766.55
322 OCCUPATIONAL THERAPY		286,686.80	-73,640.68	213,046.12	213,122.61	0.00	-76.49
325 HOME ECONOMICS		207,733.00	-12,414.30	195,318.70	163,333.00	0.00	31,985.70
326 ENGLISH/SECOND LANG. INTSR.		735,352.80	-23,236.67	712,116.13	603,143.48	0.00	108,972.65

ONEIDA HERKIMER MADISON BOCES
Budget Status Report As Of: 06/30/2023
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	65,670.18	0.00	23,853.39
338 MUSIC TEACHER		299,959.40	-29,154.76	270,804.64	276,352.12	0.00	-5,547.48
345 SHARED BUSINESS OFFICIAL		0.00	117,799.00	117,799.00	101,897.30	15,000.00	901.70
346 AUDIOLOGY/OSWEGO BOCES		120,846.55	42,371.23	163,217.78	163,217.78	0.00	0.00
348 SCH SOCIAL WORKER/HFHO BOCES		0.00	369.60	369.60	369.60	0.00	0.00
349 SPEECH/HERKIMER BOCES		14,421.45	-14,253.46	167.99	0.00	0.00	167.99
350 OCC. THERAPY/HERK. BOCES		4,059.00	-3,936.86	122.14	0.00	0.00	122.14
352 TEACH. AIDE 1:1/HERK. BOCES		30,800.00	-25,106.20	5,693.80	0.00	0.00	5,693.80
355 General Supervision		71,803.60	9,159.83	80,963.43	79,601.28	0.00	1,362.15
357 BILINGUAL/ESL ITINERANT MADISON BOCES		20,860.00	860.00	21,720.00	21,720.00	0.00	0.00
402 EXPLOR. ENRICHMENT/JEFF LEWIS BOCES		5,220.00	2,799.00	8,019.00	8,019.00	0.00	0.00
405 PERFORMING ARTS		114,364.25	321,134.91	435,499.16	384,820.19	0.00	50,678.97
408 ALTERNATIVE EDUCATION		4,618,576.21	1,494,366.67	6,112,942.88	5,876,922.26	138,023.77	97,996.85
410 HOSPITAL BASED/ONONDAGA BOCES		8,100.00	-2,916.00	5,184.00	5,184.00	0.00	0.00
411 ALTERNATIVE H.S. EQUIV		59,859.84	110.16	59,970.00	79,417.64	0.00	-19,447.64
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	-37,399.26	104,258.54	104,960.23	0.00	-701.69
420 REGIONAL PROGRAM EXCELLENCE		157,671.78	-54,402.63	103,269.15	165,478.21	343.08	-62,552.14
424 EXPLORATORY ENRICHMENT/ROCKLAND BOCES		0.00	61,897.50	61,897.50	61,897.50	0.00	0.00
426 Distance Learning		42,352.00	941,473.29	983,825.29	983,825.29	0.00	0.00
428 SUMMER SCHOOL		751,867.11	-170,779.96	581,087.15	551,364.36	0.00	29,722.79
438 DISTANCE LEARNING		2,851,097.21	-571,844.39	2,279,252.82	1,675,565.67	354,049.26	249,637.89
461 DISTANCE LEARNING/CAPITAL REGION BOCES		0.00	9,517.50	9,517.50	9,517.50	0.00	0.00
479 DL SYNERGY VIRTUAL HS/CITI BOCES		92,000.00	-14,325.00	77,675.00	77,675.00	0.00	0.00
502 EDUCATIONAL COMMUNICATIONS		873,264.84	324,039.98	1,197,304.82	952,562.58	27,924.21	216,818.03
504 TECHNICAL REPAIR SERVICE		1,057,738.70	455,997.89	1,513,736.59	1,017,079.09	197,403.70	299,253.80
505 PRINTING		811,903.82	592,882.20	1,404,786.02	1,298,902.62	14,323.45	91,559.95
509 SCH. CURRICAYUGA BOCES		25,239.96	8,497.66	33,737.62	33,737.62	0.00	0.00
510 LEARNING TECHNOLOGY		3,208,043.44	3,752,141.97	6,960,185.41	6,064,829.54	590,755.53	304,600.34
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	2,538.00	0.00	0.00
514 MODEL SCHOOLS-MADISON BOCES		288,983.00	-48,968.62	239,994.38	239,994.38	0.00	0.00
515 COMMON LEARNING OBJ-MADISON BOCES		2,664,512.03	372,392.89	3,036,904.92	3,036,743.12	0.00	161.80
518 SCIENCE KITS		1,195,835.26	115,915.73	1,311,750.99	1,266,190.56	12,097.81	33,462.62
520 SCH CURR./MADISON BOCES		400.00	3,582.35	3,982.35	3,987.50	0.00	-5.15
521 SCHOOL CURRICULUM IMPROVEMENT SERVICE		1,547,269.92	785,345.26	2,332,615.18	1,560,179.91	49,939.16	722,496.11
523 STRATEGIC PLNG./QUESTAR III BOCES		0.00	150.95	150.95	150.95	0.00	0.00
532 SDP/ADMIN./GREATER SOUTH. TIER BOCES		0.00	5,000.00	5,000.00	5,000.00	0.00	0.00
535 SCH CURRIC/HERKIMER BOCES		0.00	5,267.80	5,267.80	3,237.80	0.00	2,030.00
537 STAFF DEV./CERT/PUTNAM BOCES		0.00	1,160.00	1,160.00	1,160.00	0.00	0.00

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 06/30/2023

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
538 MODEL SCHOOLS		406,631.83	35,753.59	442,385.42	382,664.04	0.00	59,721.38
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	21,582.27	26,675.55	26,675.55	0.00	0.00
545 COMMUNITY SCHOOL RESOURCES		1,279,000.00	2,700,291.51	3,979,291.51	3,953,453.57	0.00	25,837.94
547 CDOS CREDENTIAL MGT SYS OSWEGO BOCES		2,817.47	-47.12	2,770.35	2,770.35	0.00	0.00
555 SUPERINTENDENT EVAL/ERIE 2 BOCES		0.00	2,177.00	2,177.00	2,177.00	0.00	0.00
560 CPSE		121,872.18	4,084.17	125,956.35	91,791.63	0.00	34,164.72
566 School/Curriculum Improvement Planning		0.00	6,600.00	6,600.00	6,600.00	0.00	0.00
574 SABA (SCHOOL AND BUSINESS ALLIANCE)		355,079.78	17,820.56	372,900.34	262,726.79	0.00	110,173.55
576 LIBRARY MEDIA SERVICE		715,567.27	126,146.23	841,713.50	717,286.21	69,076.36	55,350.93
578 LIBRARY AUTOMATION - MADISON BOCES		173,979.50	5,516.00	179,495.50	179,495.50	0.00	0.00
579 DIVERSITY EQUITY & INCL/TOMPKINS BOCES		0.00	1,050.00	1,050.00	1,050.00	0.00	0.00
601 COMPUTER SERVICES - MADISON BOCES		9,954,846.23	1,271,616.94	11,226,463.17	11,226,624.94	0.00	-161.77
602 NEGOTIATIONS - MADISON BOCES		332,094.40	89,995.90	422,090.30	387,048.30	0.00	35,042.00
603 SCHOOL COMMUNICATIONS		730,504.53	80,110.14	810,614.67	559,197.42	0.00	251,417.25
604 CENTRAL BUSINESS OFFICE		301,953.72	190,189.11	492,142.83	500,117.22	1,730.94	-9,705.33
607 STAFF DEVELOPMENT - BUS DRIVERS		0.00	5,202.50	5,202.50	5,187.50	0.00	15.00
609 PLANNING SER: MANAGEMENT OCM BOCES		55,237.00	717.00	55,954.00	55,954.00	0.00	0.00
610 TELEPHONE INTERCONNECT		847,860.44	518,045.29	1,365,905.73	1,030,450.08	256,924.88	78,530.77
611 REGIONAL BUS MAINTENANCE-MADISON BOCES		187,000.00	5,945.41	192,945.41	201,193.83	0.00	-8,248.42
612 HEALTH COORDINATION/HERKIMER BOCES		12,259.00	0.00	12,259.00	12,259.00	0.00	0.00
613 FACILITY SERVICES		115,815.00	988.61	116,803.61	107,234.41	0.00	9,569.20
615 POLICY PLANNING ERIE I		11,708.60	1,019.38	12,727.98	12,727.98	0.00	0.00
616 EMPLOYEE ASSISTANCE PROGRAM		26,072.00	0.00	26,072.00	21,857.80	0.00	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	97,689.72	50,000.00	29,736.42
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	226,181.22	960,816.11	643,641.67	128,058.09	189,116.35
621 COORDINATION OF INSURANCE MANAGEMENT		8,146.07	0.00	8,146.07	4,057.84	0.00	4,088.23
622 REGIONAL BUS RADIOS - MADISON BOCES		9,696.00	104.00	9,800.00	9,800.00	0.00	0.00
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	128,205.73	21,084.00	20,055.39
626 CENTRAL SCHOOL FOOD MANAGEMENT		676,626.80	31,287.10	707,913.90	751,604.87	0.31	-43,691.28
627 RECORDS RETENTION		106,362.96	31,235.45	137,598.41	74,984.43	50,000.00	12,613.98
628 TELECOMMUNICATIONS		338,328.18	240,779.43	579,107.61	329,952.44	224,640.04	24,515.13
631 COOPERATIVE BID/MAD. BOCES		17,843.72	43,512.28	61,356.00	61,356.00	0.00	0.00
632 HEALTH CARE COORD./DELAWARE BOC		20,796.00	2,173.00	22,969.00	22,969.00	0.00	0.00
633 GASB 45 PLING/QUESTAR III		24,752.00	1,494.00	26,246.00	26,246.00	0.00	0.00
634 STAFF DEV BD OF ED - HERKIMER BOCES		13,302.00	5,060.11	18,362.11	16,122.11	0.00	2,240.00
636 GASB 45 PLANNING/CLINTON-ESSEX		3,990.00	13,090.00	17,080.00	17,080.00	0.00	0.00

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 06/30/2023

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
637	FIXED ASSET INVENTORY/QUESTAR III	22,511.00	11,327.00	33,838.00	33,838.00	0.00	0.00
639	TRANSP./MADISON BOCES	1,521.00	2,415.00	3,936.00	3,936.00	0.00	0.00
640	DRUG TESTING/JEFF-LEWIS BOCES	19,851.00	2,354.50	22,205.50	22,205.50	0.00	0.00
641	ON-LINE APPL./PUTNAM BOCES	43,672.00	-470.00	43,202.00	43,202.00	0.00	0.00
646	MEDICAID REIMBURSEMENT/MADISON BOCES	38,014.04	-15,269.62	22,744.42	23,271.15	0.00	-526.73
649	ACA COMPLIANCE/MADISON BOCES	15,896.00	92.00	15,988.00	15,988.00	0.00	0.00
650	TESTING - NYS ALT ADMT-CAP REGION BOCES	79,800.00	570.00	80,370.00	80,370.00	0.00	0.00
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	31,645.75	0.00	0.00
656	EMPLOYEE RELATIONS/ONC BOCES	17,524.00	351.00	17,875.00	17,875.00	0.00	0.00
657	PROJECT WORK/CAPITAL REGION BOCES	0.00	762.53	762.53	762.53	0.00	0.00
658	COOP BID/DCMO BOCES	0.00	23,942.02	23,942.02	23,942.02	0.00	0.00
659	TIER 4 ENHANCED/CAP REGION BOCES	0.00	195,542.20	195,542.20	195,542.20	0.00	0.00
660	EMPLOYEE ASSISTANCE/DCMO BOCES	0.00	7,963.86	7,963.86	7,963.86	0.00	0.00
701	OPERATIONS & MAINTENANCE	2,922,402.65	608,286.39	3,530,689.04	3,328,798.32	8,999.98	192,890.74
702	SPECIAL EDUCATION ADMINISTRATION	1,029,621.99	5,482.76	1,035,104.75	978,946.47	0.02	56,158.26
703	PROGRAM TRANSPORTATION	261,404.73	0.00	261,404.73	339,390.24	0.00	-77,985.51
704	CENTRAL SUPERVISION	386,673.60	1,214.00	387,887.60	355,360.66	0.00	32,526.94
706	GENERAL ITINERANT SUPERVISION	287,569.61	-7,977.72	279,591.89	150,775.92	104.00	128,711.97
707	TRANSITION PLANNING SERVICE	58,370.00	26,280.00	84,650.00	70,016.87	0.00	14,633.13
708	TEACHING ASSISTANT	1,129,267.66	-233,399.37	895,868.29	794,607.76	0.00	101,260.53
709	RESEARCH AND DEVELOPMENT	232,480.99	0.00	232,480.99	10,248.05	0.00	222,232.94
713	INFO & TECH SUPERVISION	306,756.95	175,074.89	481,831.84	415,342.17	2,562.75	63,926.92
715	Speech Therapy - Related Service	865,139.00	74,009.06	939,148.06	812,125.88	0.00	127,022.18
716	Visually Impaired - Related Service	60,667.00	-461.46	60,205.54	61,431.53	0.00	-1,225.99
718	Hearing Impaired - Related Service	7,504.00	-3,845.80	3,658.20	2,968.67	0.00	689.53
720	PHYSICAL THERAPY - RELATED SERVICE	190,310.00	42,185.00	232,495.00	198,521.98	0.00	33,973.02
721	School Social Worker	1,239,065.00	218,572.50	1,457,637.50	1,196,118.14	0.00	261,519.36
722	Occupational Therapy	325,846.00	-25,817.79	300,028.21	306,521.41	0.00	-6,493.20
Total GENERAL FUND		80,551,736.13	18,063,022.54	98,614,758.67	88,010,881.55	2,521,710.64	8,082,166.48

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 06/30/2023

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	1,419,935.34		1,219,935.34
791.000-1445-000	791.000	Other Food Sales-Invoices	100,000.00	0.00	100,000.00	175,308.50		75,308.50
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 Revenu	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	4,936,908.00	1,168,473.82	
791.000-3190-001	791.000	Surplus Food/Wrthouse/Inv	250,000.00	0.00	250,000.00	461,685.01		211,685.01
791.000 Service Subtotal			6,659,381.82	5,371.51	6,664,753.33	7,025,493.11	1,172,473.82	1,533,213.60
Total SCHOOL LUNCH FUND			6,659,381.82	5,371.51	6,664,753.33	7,025,493.11	1,172,473.82	1,533,213.60

Selection Criteria

Criteria Name: Shared: LUNCH EOM RPT Modified
 As Of Date: 06/30/2023
 Sort by: Fund/Service
 Printed by MICHELE M. NORTH

* Year-to-date revenue amounts include the estimated revenue associated with carryover encumbrances from the prior fiscal year, which are reported in revenue code 225x-9xx.
 Total year-to-date revenue will not agree with actual revenue shown for G/L account 980, unless these accounts are excluded

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 06/30/2023

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	2,225,878.38	0.00	244,121.62
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	2,363,556.56	0.00	-363,556.56
791-2860-302	SUPPLIES - OTHER	98,800.00	371.51	99,171.51	167,095.82	0.00	-67,924.31
791-2860-303	SURPL FOOD/WRHOUSE/INV	395,200.00	0.00	395,200.00	441,886.74	0.00	-46,686.74
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	383,436.46	0.00	-336,636.46
791-2860-401	TRAVEL	3,500.00	0.00	3,500.00	2,170.54	0.00	1,329.46
791-2860-402	USE OF SCHOOL FACILITIES	655,000.00	0.00	655,000.00	244,590.13	89,557.00	320,852.87
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	19,180.01	0.00	10,819.99
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	134,909.40	0.00	57,590.60
791-2860-802	FICA	191,250.00	0.00	191,250.00	166,565.91	0.00	24,684.09
791-2860-803	WK COMP	93,750.00	0.00	93,750.00	82,301.51	0.00	11,448.49
791-2860-804	HEALTH INS	473,381.82	0.00	473,381.82	406,533.10	0.00	66,848.72
791.000	SCHOOL LUNCH FUND - Service Subtotal	6,659,381.82	5,371.51	6,664,753.33	6,786,461.02	89,557.00	-211,264.69
Total	SCHOOL LUNCH FUND	6,659,381.82	5,371.51	6,664,753.33	6,786,461.02	89,557.00	-211,264.69

ONEIDA-HERKIMER-MADISON BOCES
 BUDGET ADJUSTMENTS
 June 2023 Report for August Meeting

Description	2022-2023		2022-2023		2022-2023		2022-2023		2022-2023		2022-2023		2022-2023		2022-2023		Net Changes	Revised Budget
	Adopted Budget	Adjustments per Contracts	07/31/22	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	06/01/23	06/30/23	06/30/23		
A000 ADMINISTRATION	3,936,839	14,656	3,951,495	-	-	-	-	-	-	-	266	-	-	-	-	266	77,389	3,951,761
A001 Administration	5,141,490	-	3,141,490	-	-	-	-	-	-	-	-	-	-	-	-	-	77,389	3,218,880
A002 Rent & Capital Budgets	7,078,329	14,656	7,092,985	-	-	-	-	-	-	-	266	-	-	-	-	266	77,656	7,170,641
A100 VOCATIONAL EDUCATION	7,724,893	355,416	8,080,309	310,492	-	-	-	-	-	-	35,000	(350,000)	-	-	-	35,000	(34,393)	8,045,916
A101 Occupational Education	39,244	-	22,118	-	-	-	-	-	-	-	-	-	-	-	-	-	-	39,244
A102 Adult Education	22,118	-	579,126	-	-	-	-	-	-	-	111,857	(11,059)	-	-	-	11,059	-	22,118
A103 Secondary Occ Ed/Madison BOCES	550,810	28,316	29,004	-	-	-	-	-	-	-	111,857	(12,711)	-	-	-	5,932	(2,542)	661,661
A107 Multi. Occupational Education	28,562	(8,658)	29,004	-	-	-	-	-	-	-	10,002	(10,002)	-	-	-	10,002	10,002	30,206
A109 Occup. Ed./Madison BOCES	8,365,727	375,073	8,740,801	310,432	-	-	-	-	-	-	146,857	(23,770)	-	-	-	(18,009)	78,144	8,818,945
A100 VOCATIONAL EDUCATION TOTAL	7,086,115	424,452	7,510,567	5,225	-	-	-	-	-	-	541,231	1,782	1,782	-	-	131,645	(8,615)	8,209,748
A200 SPECIAL EDUCATION	59,454	1,890	61,344	-	-	-	-	-	-	-	-	-	-	-	-	-	(61,344)	-
A201 Special Class B-1:1	1,181,716	(19,865)	1,162,351	-	-	-	-	-	-	-	317,056	22,070	69,936	(121,813)	287,249	287,249	1,449,601	
A202 Intense Mang. Needs/Madison BOCES	2,322,229	147,060	2,469,289	-	-	-	-	-	-	-	(65,095)	54,569	36,409	(70,859)	(44,976)	2,423,312	2,423,312	
A203 Adjustment	443,845	83,264	527,109	-	-	-	-	-	-	-	67,382	(92,231)	(55,549)	350	(172,336)	354,772	354,772	
A204 12:1:1	529,760	13,461	543,221	-	-	-	-	-	-	-	(24,393)	708	2,516	2,729	528,701	(14,320)	528,701	
A205 Option II/Madison BOCES	6,339,600	235,785	6,575,385	-	-	-	-	-	-	-	290,146	1,812	2,220	5,829	298,075	6,873,460	6,873,460	
A206 Transition Services	496,003	(59,226)	436,777	-	-	-	-	-	-	-	(86,740)	871,673	215,766	277	(28,676)	408,101	408,101	
A209 Severely Handicapped	2,260,598	(85,902)	2,174,696	-	-	-	-	-	-	-	871,673	215,766	23,541	277	1,108,679	3,283,375	3,283,375	
A214 Smdry Inc.Mg.Needs/Madison BOCES	90,000	(90,000)	-	-	-	-	-	-	-	-	-	-	-	-	33,862	33,862	33,862	
A216 Spec.Ed./1:6:1	272,745	(41,126)	231,619	-	-	-	-	-	-	-	-	-	-	-	8,024	277	277	
A221 Staffing 6:1:1/Herkimer BOCES	483,780	(78,499)	405,281	-	-	-	-	-	-	-	-	-	-	-	25,838	8,024	33,862	
A222 Autism Program/Madison BOCES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	39,273	39,273	39,273	
A223 1:6:1 PROGRAM/Jefferson-Lewis BOCES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,799	14,799	14,799	
A225 Elementary IMN/Madison BOCES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,459	2,459	407,740	
A228 Skills Dev-Elem (12:1:1)/Madison BOCES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	85,884	85,884	85,884	
A232 Autism-Secondary (6:1:1)/Madison BOCES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	161,324	161,324	161,324	
A200 SPECIAL EDUCATION TOTAL	21,564,844	531,794	22,096,638	5,225	-	-	-	-	-	-	2,007,313	1,812	366,622	708	(168,632)	2,409,934	(8,597)	24,505,572

VII B. 2.
 Approval of 2022-2023 Budget
 Adjustment Report, June
 August 9, 2023

Description	2022-2023		Adjustments per Contract	07/31/22	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	06/01/23	Net Changes	Revised Budget
	Adopted Budget	Contract Totals															
A300 ITINERANTS																	
A303 Art	183,035	8,895	8,895	191,930													191,930
A305 Guidance	297,801	(66,845)	(66,845)	228,956	(19,853)										(99,267)	*	109,885
A306 Technology	82,534	4,176	4,176	86,710													86,710
A308 Physical Education	42,594	2,917	2,917	45,511		51,112	34,075										130,698
A310 Nurse Practitioner	386,040	13,869	13,869	399,909		13,456											413,365
A312 School Physician	59,439			59,439													59,439
A313 School Psychologist	263,338	11,337	11,337	274,674		24,661											299,336
A314 School Social Worker	353,522	(60,221)	(60,221)	293,301	(36,259)												257,042
A315 Speech Impaired	567,281	23,697	23,697	690,978	44,614												735,592
A316 Visually Impaired	128,699	4,143	4,143	132,842	366			(67,640)									87,504
A317 Computer Instruction	73,496	3,051	3,051	76,547													76,547
A318 Hearing Impaired	156,309	5,302	5,302	161,611	(14,210)												147,401
A321 Physical Therapy	153,110	4,782	4,782	157,892	160												158,051
A322 Occupational Therapy	303,375	(74,861)	(74,861)	228,514	349	872											229,734
A325 Home Economics	131,545	7,317	7,317	138,863						(19,732)							119,131
A326 English/Second Language	657,043	26,042	26,042	683,085	(20,533)			30,799		(59,545)							633,807
A332 Curriculum Supervision	52,393	9,526	9,526	61,919	1,407					20,357							89,524
A337 Spanish		62,333	62,333	62,333	(62,333)												-
A338 Music Teacher	158,612	(19,825)	(19,825)	138,787	37,320												176,107
A345 Shared Business Official		10,124	10,124	10,124	5,656												117,799
A346 Audiology/Oswego BOCES	120,847	4,713	4,713	125,559				22,080	145,078	(140,720)	2,705	3,414	7,045	(508)			163,218
A348 Social Wkr/Herkimer BOCES											102,019			370			370
A349 Speech/Herkimer BOCES	14,421	(14,421)	(14,421)														168
A350 Therapy/Herkimer BOCES	4,059	(4,059)	(4,059)														122
A352 TA 1:1/Herkimer BOCES	30,800	(30,800)	(30,800)														122
A355 General Supervision	76,804	9,160	9,160	85,963													5,694
A357 Bilingual/ESL Itinerant/Madison BOCES	20,860	860	860	21,720													85,963
A300 ITINERANTS TOTAL	4,417,956	(60,789)	(60,789)	4,357,167	(12,790)	25,268	14,328	19,313	145,078	(199,640)	104,724	3,414	7,045	5,701	(72,780)	39,662	4,396,829

Description	2022-2023		Adjustments		07/31/22		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		06/01/23		Revised Budget					
	Adopted	Budget	per Contract	Contracts	Totals	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes		Net				
A632 Health Care Coord./Deaware BOCES	20,796		1,617		22,413	556																							556	22,969				
A633 CASB 45/Questar III BOCES	24,752		1,494		26,246																									-	26,246			
A634 Staff Dev./Board/Herkimer BOCES	13,302				13,302																										-	13,302		
A636 CASB 45/Clinton-Essex BOCES	3,990		13,090		17,080																										-	17,080		
A637 Fixed Assets/Questar III BOCES	22,511		4,059		26,570																										-	26,570		
A639 Transp./Madison BOCES	1,521				1,521																										-	1,521		
A640 Drug Testing/Jeff-Lewis BOCES	19,851				19,851																											-	19,851	
A641 On-Line Application/Putnam BOCES	43,672		(470)		43,202																											-	43,202	
A646 Medicaid Reimburs./Madison BOCES	38,014		(10,668)		27,346																											-	27,346	
A649 ACA Compliance/Madison BOCES	15,896		92		15,988																											-	15,988	
A650 Testing-NYS Alt Admin/Cap Region BOCES	79,800		525		80,325																											-	80,325	
A651 SCRIP/Broome BOCES	48,008		1,977		49,985																											-	49,985	
A655 Special Ed Aid Assistance Svc/Questar III BOCES	23,640		8,006		31,646																											-	31,646	
A656 Employee Relations/ONC BOCES	17,524		351		17,875																											-	17,875	
A657 Project Work/Cap Region BOCES																																-		
A658 Coop Bid/DCMO BOCES			19,714		19,714																												-	19,714
A659 Tier 4 Enhanced/Cap Region BOCES			148,262		148,262																												-	148,262
A660 Employee Assistance/DCMO BOCES																																	-	
A600 NON-INSTRUCTIONAL SERVICES TOTAL	14,740,209		1,397,982		16,138,191		9,454		179,886		5,642		103		6		4,525		274		16		364		1,138		63,452		646,980		1,667,826		17,806,017	
A700 INTERNAL																																		
A701 Operations and Maintenance																																		
A713 Infor and Technology Supervision																																		
A700 INTERNAL																																		
TOTALS	80,551,736		7,745,298		88,297,034		962,322		2,490,672		216,560		1,431,268		432,757		2,828,652		611,839		1,073,853		1,248,882		10,317,725		1,667,826		96,614,759					

C. PERSONNEL REPORT

a. RESIGNATIONS

1. Teaching/Certified Staff

			Hire Date	Resign Date
1.	AMANDA M. BUCK	TEACHER OF SPECIAL EDUCATION	09/01/2018	08/31/2023
2.	SHANNON R. COOK	TEACHER ASSISTANT	11/03/2022	06/30/2023
3.	MICHAEL P. HOOVER	ASSISTANT PRINCIPAL - CTE	09/01/2021	06/30/2023
4.	ELIZABETH L. JENNINGS	SUMMER HIGH SCHOOL TEACHER	07/05/2023	07/10/2023
5.	JULIANNE M. LARAMIE-NORDSTROM	TEACHING ASSISTANT	09/01/2018	07/31/2023
6.	WILLIAM J. LOCKE	Social Studies Summer School	07/05/2023	07/05/2023
7.	JOSEPH M. MARRO	CURRICULUM SPECIALIST - ADMIN	12/05/2022	08/09/2023
8.	STEVEN PENGE	GUIDANCE	09/01/2008	08/11/2023
9.	MICHAEL T. SCALZO	SCHOOL SOCIAL WORKER	06/11/2020	08/31/2023
10.	JOYA L. SPINA	Elementary Summer School	07/10/2023	07/10/2023
11.	KAREN A. TRUNFIO	TEACHER OF SPECIAL EDUCATION	11/09/2010	07/06/2023

2. Non-Instructional / Classified Staff

			Hire Date	Resign Date
1.	REBECCA L. HARTNETT	CAREER EXPLORATION SPECIALIST	05/08/2023	08/09/2023
2.	ANN M. MARTIN	OFFICE SPECIALIST I	05/13/2021	07/25/2023
3.	HAYLEY MIELNICKI	SCHOOL DIETITIAN	12/12/2019	08/09/2023
4.	JACOB T. PERRIN	ASSISTANT SCHOOL LUNCH DIRECTOR	04/01/2020	08/09/2023
5.	SANDI SABANAGIC	COMPUTER TECHNICAL ASSISTANT	04/24/2023	07/14/2023

b. UNPAID LEAVE(S) OF ABSENCE

1. Non-Instructional/Classified Staff

			Start Date	End Date
1.	KATHLEEN P. DORR	SCHOOL LUNCH DIRECTOR III	01/01/2020	08/09/2023
2.	LISA M. SHAHOUD	CLERK	08/10/2023	TBD
3.	CONNOR T. UTESCH	ACCOUNT CLERK	08/10/2023	TBD

c. APPOINTMENTS

1. Teaching/Certified Staff

a. RECOMMENDATION FOR PROBATIONARY APPOINTMENT(S)

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

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

1. Recommend that **JUSTIN J. ALLEN** be appointed as a **TEACHER OF MATH** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, P-TECH for a four year probationary appointment in the MATHEMATICS tenure area, commencing September 01, 2023 and ending August 31, 2027 at an annual salary rate of \$58,977.00.

redacted

2. Recommend that **MATTHEW M. FAGAN**'s appointment as a **ASSISTANT PRINCIPAL - PTECH** (which was approved at the June 14, 2023 Board meeting) in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Career & Technical Education for a four year probationary appointment in the ASSISTANT PRINCIPAL - CTE tenure area, *be revised* commencing July 10, 2023 and ending July 9, 2027 at an annual salary rate of \$84,000.00, prorated.

redacted

3. Recommend that **REBECCA L. HARTNETT** be appointed as a **PLANNING ASST REG PROG EXCELLENCE** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Regional Program of Excellence for a four year probationary appointment in the PLANNING ASSISTANT RPE tenure area, commencing August 10, 2023 and ending August 09, 2027 at an annual salary rate of \$52,000.00, prorated.

redacted

4. Recommend that **MICHAEL P. HOOVER** be appointed as a **PRINCIPAL** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Career and Technical Education 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

5. Recommend that **JENNA J. LITZ** be appointed as a **TEACHER ASSISTANT** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, for a four year probationary appointment in the TEACHING ASSISTANT tenure area, commencing September 01, 2023 and ending August 31, 2027 at an annual salary rate of \$20,279.00.

redacted

6. Recommend that **MARISSA S. RYS** be appointed as a **SUPERVISOR - SPECIAL EDUCATION** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, for a four year probationary appointment in the Supervisor Special Education tenure area, commencing August 01, 2023 and ending July 31, 2027 at an annual salary rate of \$86,000.00, prorated.

redacted

b. RECOMMENDATION FOR A TEMPORARY APPOINTMENT(S)

1. Recommend that **DAVID LANGONE's** temporary appointment as a **CURRICULUM SUPERVISOR** in INSTRUCTIONAL PROGRAMS AND PROF LEARNING, Program and Professional Learning, be extended commencing July 01, 2023 and ending June 30, 2024 at a salary rate of \$330.00 per day or \$55.00 per hour. Curriculum Supervisors are provided at district request.

c. RECOMMENDATION FOR TENURE APPOINTMENT(S)

The Human Resources Office and the District Superintendent have reviewed the performance evaluations and record of absences for the below named individual(s), who have satisfactorily completed their individual probationary periods and are being recommended for tenure by their immediate supervisors.

- | | | | |
|----|--------------------|----------------------|---------------------------|
| 1. | NICOLE M. SCHRADER | School Social Worker | Tenure Date
11/04/2023 |
|----|--------------------|----------------------|---------------------------|

d. RECOMMENDATION FOR MENTORING

		Title	Start Date	End Date	Salary
1.	DAVID LANGONE	EXECUTIVE COACH	06/01/2023	06/30/2024	\$45.00/hr

2. Non-Instructional/Classified Staff

- a. Recommendation to create one (1) Library Aide position

a. RECOMMENDATION FOR PROVISIONAL APPOINTMENT - CIVIL SERVICE COMPETITIVE TITLE

1. Recommend that **KATHLEEN P. DORR** be appointed to a provisional appointment as a **DIRECTOR OF SHARED FOOD SERVICE** in SUPPORT SERVICES, School Lunch Program, commencing August 10, 2023 at an annual salary rate of \$126,000.00, prorated.

KATHLEEN P. DORR has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **DIRECTOR OF SHARED FOOD SERVICE**, until the results of the next civil service exam are known.

redacted

2. Recommend that **AIDAN P. LAWLESS** be appointed to a provisional appointment as a **COMPUTER OPERATOR AIDE** in SUPPORT SEVICES, BOCES Networking, commencing August 14, 2023 at an annual salary rate of \$32,186.00, prorated.

AIDAN P. LAWLESS has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **COMPUTER OPERATOR AIDE**, until the results of the next civil service exam are known.

redacted

3. Recommend that **HAYLEY MIELNICKI** be appointed to a provisional appointment as a **SCHOOL LUNCH DIRECTOR III** in SUPPORT SERVICES, School Lunch Program, commencing August 10, 2023 at an annual salary rate of \$87,000.00, prorated.

HAYLEY MIELNICKI has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **SCHOOL LUNCH DIRECTOR III**, until the results of the next civil service exam are known.

redacted

4. Recommend that **DANIEL B. OLEJARNIK** be appointed to a provisional appointment as a **SENIOR ACCOUNT CLERK** in SUPPORT SERVICES, Central Business Office, commencing July 24, 2023 at an annual salary rate of \$39,024.00, prorated.

DANIEL B. OLEJARNIK has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **SENIOR ACCOUNT CLERK**, until the results of the next civil service exam are known.

redacted

5. Recommend that **JACOB T. PERRIN** be appointed to a provisional appointment as a **SCHOOL LUNCH DIRECTOR III** in SUPPORT SERVICES, School Lunch Program, commencing August 10, 2023 at an annual salary rate of \$87,000.00, prorated.

JACOB T. PERRIN has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **SCHOOL LUNCH DIRECTOR III**, until the results of the next civil service exam are known.

redacted

6. Recommend that **CONNOR T. UTESCH** be appointed to a provisional appointment as a **SENIOR ACCOUNT CLERK**, SUPPORT SERVICES, Central Business Office, commencing August 10, 2023 at an annual salary rate of \$38,877.00, prorated.

CONNOR T. UTESCH has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **SENIOR ACCOUNT CLERK**, until the results of the next civil service exam are known.

redacted

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

1. Recommend that **LISA M. SHAHOUD** be appointed to a probationary appointment as an **OFFICE SPECIALIST I** in SUPPORT SERVICES, PPL, commencing August 10, 2023 at an annual salary rate of \$37,427.00, prorated.

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

redacted

c. RECOMMENDATION FOR PART-TIME APPOINTMENT

1. Recommend that **ALLY M. PEDERSEN** be appointed to a part-time appointment as a **CLERK (PART TIME)** in SUPPORT SERVICES, Central Business Office, commencing July 10, 2023 at an hourly salary rate of \$17.25.

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

redacted

d. RECOMMENDATION FOR TEMPORARY APPOINTMENT(S)

1. Recommend that **HANNAH C. GAPE** 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.

HANNAH C. GAPE meets the civil service requirements for the title and has been pre-approved by civil service.

redacted

2. Recommend that **DASHAWN T. HUTCHINSON** 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.

DASHAWN T. HUTCHINSON meets the civil service requirements for the title and has been pre-approved by civil service.

redacted

3. Recommend that **MACKENZIE C. KUBAT** be appointed to a temporary appointment as a **LABORER - HOURLY** in **SUPPORT SERVICES**, Science Center, 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.

MACKENZIE C. KUBAT meets the civil service requirements for the title and has been pre-approved by civil service.

redacted

4. Recommend that **JOHN M. MUSANTE** 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.

JOHN M. MUSANTE meets the civil service requirements for the title and has been pre-approved by civil service.

redacted

5. Recommend that **PATRICIA A. SERVICE** be appointed to a temporary appointment as a **SCHOOL BUSINESS ADMINISTRATOR** in **SUPPORT SERVICES**, commencing July 01, 2023 and ending June 30, 2024 at a salary rate of \$500.00/day, as needed.

e. RECOMMENDATION FOR PERMANENT APPOINTMENT - (NON-COMPETITIVE CIVIL SERVICE TITLE)

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

			Perm. Date
1.	MICHAEL A. GRIFFITHS	OFFSET DUPLICATING OPERATOR	01/17/2023

f. RECOMMENDATION FOR NON-INSTRUCTIONAL TEMPORARY APPOINTMENTS

		Title	Start Date	End Date	Salary
1.	LUKE M. FILLER	LABORER - HOURLY	07/01/2023	06/30/2024	\$15.94/hr

g. RECOMMENDATION FOR ADDITIONAL ASSIGNMENT(S)

1. Recommend that **TIMOTHY ROWLAND** be appointed to an additional assignment as **POLICY COORDINATOR** in **INSTRUCTIONAL PROGRAMS & PROF LEARNING**, commencing July 1, 2023 and ending June 30, 2024 at a salary rate of \$3,500.

d. STIPENDS

1. Teaching/Certified Staff

a. RECOMMENDATION FOR ADDITIONAL STIPENDS

			Date	Stipend
1.	PHILIP A. LACELLE JR	FFA ADVISOR	09/01/2023 - 06/30/2024	\$1,250.00

			Date	Stipend
2.	JOANNE DALEY	FFA ADVISOR	09/01/2023 - 06/30/2024	\$1,250.00
3.	KIMBERLY E. PETRONELLA	SKILLS USA ADVISOR	09/01/2023 - 06/30/2024	\$1,250.00
4.	JOHN T. STRATTON	SKILLS USA ADVISOR	09/01/2023 - 06/30/2024	\$1,250.00
5.	HILARY R. WILLIAMS	TEACHER OF ENGLISH	09/01/2023 - 01/31/2024	\$1,200.00 mentor (prorated)
6.	KIMBERLY E. PETRONELLA	TEACHER OF PRACTICAL NURSING	09/01/2023 - 06/30/2024	\$1,200.00 mentor

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.	ALAINA M. BROCCOLI	REGISTERED PROFESSIONAL NURSE	06/26/2023	06/30/2023	4	\$33,318
2.	DANIELLE L. HAJDASZ	TEACHING ASSISTANT	06/26/2023	06/30/2023	Teaching Assistant, summer camp	\$15.00/hr.
3.	ALLISON M. KOVACS	SCIENCE	07/01/2023	07/31/2023	Summer Bridge	\$33.32/hr.
4.	GORDON PECKHAM	AUTOMOTIVE MECHANICS	06/26/2023	06/30/2023	Instructor, summer camp	\$30.00/hr.
5.	KIMBERLY E. PETRONELLA	SUMMER NURSE	07/01/2023	07/30/2023	3	\$93,534
6.	KIMBERLY E. PETRONELLA	SUMMER NURSE	06/26/2023	06/30/2023	3	\$90,778
7.	AMANDA L. STEVENS	SCIENCE	07/19/2023	07/31/2023	Summer Bridge	\$33.32/hr.

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.	LILLIAN C. CAREY	Teaching Assistant	07/03/2023	08/11/2023	29	\$18,000
2.	TERRY F. DRAPER	Teacher	07/03/2023	08/11/2023	18	\$36,000
3.	ANNA L. GRUCZA	Teaching Assistant	07/03/2023	08/11/2023	29	\$18,000

		Title	Start Date	End Date	Max Days	Salary
4.	SCOTT PHELPS	School Psychologist	07/03/2023	08/11/2023	15	\$83,160
5.	SARAH M. RACHON	TEACHING ASSISTANT	07/03/2023	08/11/2023	18	\$33,414
6.	ANDREW RUBINO	School Psychologist	07/03/2023	08/11/2023	15	\$75,323
7.	ELISE RUSSELL	School Psychologist	07/03/2023	08/11/2023	15	\$61,380
8.	JEFFREY R. SERGOTT	PHYSICAL EDUCATION	07/03/2023	08/11/2023	6	\$58,351
9.	ARIFA VELLETO	ART	07/03/2023	08/11/2023	6	\$65,342

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.	JULIE M. ACQUAVIVA	ESY-STEPS-Alt Ed Special Education	07/03/2023	08/11/2023	\$58,351
2.	JACQUELINE F. BARONE	Teaching Assistant	07/10/2023	08/17/2023	\$15.00/hr
3.	JOHN O. BAUER	Special Education	07/05/2023	08/17/2023	\$4,489.50
4.	JACLYN M. BOGDAN	PLATO	07/10/2023	08/17/2023	\$4,489.50
5.	SARAH A. BOURGEOIS	Elementary	07/10/2023	08/03/2023	\$2,993
6.	TRACEY A. BURRIS	Attendance Teacher	07/01/2023	08/31/2023	\$57,289 - 10 days
7.	JEANIE A. CHAMBRONE	Elementary	07/10/2023	08/03/2023	\$2,993
8.	LAURA M. CRABB	ESY-STEPS-Alt Ed Special Education	07/03/2023	08/11/2023	\$62,850
9.	GREGORY FIASCHETTI JR	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
10.	OLIVIA M. GIBSON	ESY-STEPS-Teaching Assistant	07/03/2023	07/14/2023	\$18,119
11.	ALLYSON J. GREIF	Elementary	07/10/2023	08/03/2023	\$2,993
12.	TAMMY S. GUILIANO	ESY-STEPS-Nurse	07/03/2023	08/11/2023	\$48,696
13.	JENNIFER M. HELFERT	Elementary	07/10/2023	08/03/2023	\$2,993
14.	DEBORAH A. HOULE	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
15.	KEITH E. JOSLIN	Driver Education	07/05/2023	08/17/2023	\$70.00/hr

		Title	Start Date	End Date	Salary
16.	HOLLY M. KRISTOFF	Attendance Teacher	07/01/2023	08/31/2023	\$57,494 - 10 days
17.	COURTNEY A. LUPI	Attendance Teacher	07/01/2023	08/31/2023	\$55,827 - 10 days
18.	JAKOB B. LUTKE	Driver Education	07/05/2023	08/17/2023	\$70.00/hr
19.	JUSTIN P. MAHANNA	Science	07/05/2023	08/17/2023	\$4,489.50
20.	LAURA R. MALAGESE	ESY-STEPS-Teaching Assistant	07/03/2023	08/11/2023	\$19,718
21.	TERRA E. MCDERMOTT	Special Education	07/05/2023	08/17/2023	\$4,489.50
22.	ROBERT S. MERRICK	ESY-STEPS-Teaching Assistant	07/03/2023	08/11/2023	\$2,993
23.	HEATHER MINER	Teaching Assistant	07/05/2023	08/17/2023	\$15.00/hr
24.	AUDRIANA MOLINA	ESY-STEPS-Social Worker	07/03/2023	08/11/2023	\$7,482.50
25.	CHRISTINA A. MURPHY	Spanish	07/05/2023	08/17/2023	\$4,489.50
26.	TRAVIS H. OWENS	Driver Education	07/10/2023	08/17/2023	\$70.00/hr
27.	MEGAN A. RAY	Science	07/05/2023	08/17/2023	\$4,489.50
28.	DOUGLAS C. REHM	Teaching Assistant	07/10/2023	08/03/2023	\$15.00/hr
29.	JEFFREY R. SERGOTT	ESY-STEPS-Teaching Assistant	07/03/2023	08/11/2023	\$16.72/hr
30.	JENNIFER M. SMITH	Teaching Assistant	07/10/2023	08/03/2023	\$15.00/hr
31.	ALAN C. STEELE	Driver Education	07/05/2023	08/17/2023	\$70.00/hr
32.	HALEY N. THOMAS	ESY-STEPS-Teaching Assistant	07/03/2023	07/14/2023	\$19,019
33.	KRISTEN A. TILLSON	ESY-STEPS-Teaching Assistant	07/03/2023	08/11/2023	\$20,431
34.	ROBERT B. WALLACE	Driver Education	07/05/2023	08/17/2023	\$70.00/hr
35.	KATRINA P. WEIL	Plato	07/05/2023	08/17/2023	\$4,489.50
36.	FRANCIS G. WILLIAMS	Attendance Teacher	07/01/2023	08/31/2023	\$50,655 - 10 days
37.	MICHELE WILLIAMS	Nurse	07/05/2023	08/17/2023	\$40,324
38.	AUDREY K. ZUIS	ESY-STEPS-Teaching Assistant	07/03/2023	08/11/2023	\$20,618

d. RECOMMENDATION FOR EXTRA ASSIGNMENTS - ALTERNATIVE EDUCATION STAFF
Daily rate is 1/200th of salary

		Title	Start Date	End Date	Max Days	Salary
1.	JACLYN M. BOGDAN	School Social Worker	07/03/2023	08/31/2023	6	\$52,423
2.	JAIME L. KNOTT	School Social Worker	07/03/2023	08/31/2023	6	\$56,958
3.	KARA A. KOTARY	School Social Worker	07/03/2023	08/31/2023	6	\$51,423

		Title	Start Date	End Date	Max Days	Salary
4.	CAROLYN MANCUSO-LASALLE	Guidance	07/03/2023	08/31/2023	20	\$71,505
5.	SUZANNE J. O'BRIEN	Guidance	07/03/2023	08/31/2023	20	\$67,311
6.	SENORA M. PIERCE	School Social Worker	07/03/2023	08/31/2023	6	\$55,755
7.	STACY M. SARDINA	School Social Worker	07/03/2023	08/31/2023	6	\$95,775
8.	JENNIFER L. VITAGLIANO	School Social Worker	07/03/2023	08/31/2023	6	\$62,146

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.	ZOIE L. TOMAINO	REGISTERED PROFESSIONAL NURSE	07/03/2023	08/11/2023	20	\$31,781

b. RECOMMENDATION FOR ACADEMIC REGIONAL SUMMER SCHOOL APPOINTMENTS - NON-INSTRUCTIONAL

The following people are being recommended for clerical or nursing positions in the Regional Summer School Program for 2022. All people listed are potential hires. The actual need for any individual will not be determined until July 1, 2022. The decisions will be based on enrollments at that time and the actual need for clerical or nursing help.

		Title	Start Date	End Date	Salary
1.	LAURA F. D'AMORE	Clerk	07/05/2022	08/17/2022	\$15.94/hr
2.	MICHAEL J. STONE	Clerk	07/05/2022	08/17/2022	\$17.25/hr



Oneida-Herkimer-Madison BOCES


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*Assistant Superintendent
for Support Services*
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VII D. 1.
Approval of the Adoption of the
District-Wide and Divisional School
Safety Plans
August 9, 2023


MEMORANDUM

To: Cooperative Board

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

Date: July 10, 2023

Subject: Approval and Adoption of District-wide and Divisional School Safety Plans

Prepared By: Scott Morris 

Background:

School districts are at risk of a wide variety of acts of violence and threats. The Oneida-Herkimer-Madison BOCES has developed the attached District-wide School Safety Plan pursuant to Commissioner's Regulation 155.17 to address these situations. The plan is designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of the district with local and county resources in the event of violent incidents or emergencies. It is comprised of four sections: general considerations and planning guidelines, risk reduction/prevention and intervention, response and recovery.

Discussion:

Following the Commissioner's Regulation, this plan has been made available for public comment and a public hearing held on August 9, 2023. Full copies of the District-wide School Safety Plan and any amendments will be submitted to the New York State Education Department within 30 days of adoption. In addition, the Building Safety Plan will be sent to the New York State Police, Oneida County Sheriff's Office and the New Hartford Police Department.

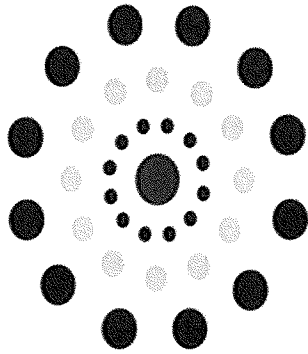
Recommendation:

It is recommended that the cooperative Board adopts the attached District-wide School Safety Plan for the Oneida-Herkimer-Madison BOCES.

Resolution:

That the District-wide School Safety Plan for the Oneida-Herkimer-Madison BOCES, in accordance with Section 155.17 of the Regulations of the Commissioner of Education, be adopted.

Attachment



Oneida • Herkimer • Madison

BOCES

District-Wide School Safety Plan*

Commissioner's Regulation 155.17

Adopted: TBD

Introduction

Emergencies and violent incidents in school districts/BOCES are critical issues that must be addressed in an expeditious and effective manner. Districts/BOCES are required to develop a District-wide School Safety Plan designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of the district/BOCES with local and county resources in the event of such incidents or emergencies.

The District-wide Plan is responsive to the needs of all schools within the school community and is consistent with the more detailed Emergency Response Plans required at the school building level. Districts/BOCES are at risk of a wide variety of acts of violence, natural and technological disasters. To address these threats, the State of New York has enacted the Safe Schools Against Violence in Education (SAVE) law. This component of Project SAVE is a comprehensive planning effort that addresses risk reduction/prevention, response and recovery with respect to a variety of emergencies Oneida-Herkimer-Madison BOCES and its buildings could face.

The Oneida-Herkimer-Madison BOCES continues to support this integral component of the SAVE Legislation through the regular review and updating of its contents. The District Superintendent encourages and advocates this ongoing, district-wide cooperation and support of Project SAVE.

Public Health Emergencies – Communicable Disease

*This plan does not obviate the organization from obligations to labor law and collective bargaining agreements.

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.

Effective April 1, 2021, Labor Law §27-c, amends Labor Law §27-1 and adds a new provision to Education Law §2801-a. Labor Law §27-c requires public employers to develop operation plans in the event of certain declared public health emergencies. Education Law §2801-a requires school districts/BOCES to develop plans consistent with the new Labor Law requirement. The new law requires public employers to prepare a plan for the continuation of operations in the event that the Governor declares a public health emergency involving a communicable disease. Educational institutions must prepare plans consistent with Labor Law §27-c as part of their school safety plans pursuant to newly added subsection (2)(m) of Education Law §2801-a. The Plan must include the following at a minimum:

- 1) A list and description of positions and titles considered essential with justification for that determination.
- 2) The specific protocols that will be followed to enable non-essential employees and contractors to telecommute.
- 3) A description of how the employer will, to the extent possible, stagger work shifts of essential employees and contractors to reduce workplace and public transportation overcrowding.
- 4) Protocols to be implemented to secure personal protective equipment (PPE) sufficient to supply essential workers with 2 pieces of each PPE device needed for each work shift for at least six months. This must include a plan for storage of such equipment to prevent degradation and permit immediate access in the event of an emergency declaration.
- 5) Protocols to prevent spread in the workplace in the event an employee or contractor is exposed, exhibits symptoms, or tests positive for the relevant communicable disease. Such protocols must include disinfection of the individual's work area and common areas. It must also address the policy on available leave with respect to testing, treatment, isolation or quarantine.
- 6) Protocols for documenting precise hours and work locations of essential workers for purposes of aiding in tracking the disease and identifying exposed workers in order to facilitate the provision of any benefits that may be available to them on that basis.
- 7) Protocols for coordinating with the locality to identify sites for emergency housing for essential employees to contain the spread of the disease, to the extent applicable to the needs of the workplace.

Details on this Plan are included in Appendix A - Public Employer Emergency Plan (Communicable Disease - Pandemic Plan).

TABLE OF CONTENTS

SECTION I: GENERAL CONSIDERATIONS AND PLANNING GUIDELINES

- A. PURPOSE
- B. IDENTIFICATION OF SAFETY TEAMS
- C. IDENTIFICATION OF THE CHIEF EMERGENCY OFFICER (CEO)
- D. CONCEPT OF OPERATIONS
- E. PLAN REVIEW AND PUBLIC COMMENT

SECTION II: RISK REDUCTION/PREVENTION AND INTERVENTION

- A. PREVENTION/INTERVENTION STRATEGIES
 - *Program Initiatives*
 - *Training, Drills, and Exercises*
 - *Implementation of School Security*
 - *Vital Educational Agency Information*
- B. EARLY DETECTION OF POTENTIALLY VIOLENT BEHAVIORS
- C. HAZARD IDENTIFICATION
- D. CONSTRUCTION AND CAPITAL PROJECT SAFETY

SECTION III: GENERAL EMERGENCY RESPONSE PLANNING AND RESPONSE TO THREATS AND ACTS OF VIOLENCE

- A. NOTIFICATION AND ACTIVATION (INTERNAL AND EXTERNAL COMMUNICATIONS)
- B. RESPONSE PLANS (SITUATIONAL)
 - *Multi-Hazard Response*
 - *Responses to Acts of Violence: Implied or Direct Threats*
 - *Acts of Violence*
 - *Response Protocols*
 - *Arrangements for Obtaining Emergency Assistance from Local Government*
 - *Procedures for Obtaining Advice and Assistance from Local Government Officials*
 - *District/BOCES Resources Available for Use in an Emergency*
 - *Procedures to Coordinate the Use of School District/BOCES Resources and Manpower during Emergencies*
 - *Protective Action Options*

SECTION IV: RECOVERY

- A. DISTRICT/BOCES SUPPORT FOR BUILDINGS
- B. DISASTER MENTAL HEALTH SERVICES
- C. FORMS AND RECORDKEEPING

APPENDICES:

- A. APPENDIX A: PUBLIC EMPLOYER EMERGENCY PLAN (COMMUNICABLE DISEASE – PANDEMIC PLAN)
- B. APPENDIX B: CIVIL SERVICE JOB TITLE DESCRIPTIONS
- C. APPENDIX C: MEMORANDUM OF UNDERSTANDING (MOU)
- D. APPENDIX D: REMOTE INSTRUCTION

Section I: General Considerations and Planning Guidelines

A. Purpose

The Oneida-Herkimer-Madison BOCES District-wide School Safety Plan was developed pursuant to Commissioner's Regulation 155.17. At the direction of the Oneida-Herkimer-Madison BOCES Cooperative Board, the District Superintendent appointed a District-wide School Safety Team and charged it with the development and maintenance of the District-wide School Safety Plan.

B. Identification of Safety Teams

As referenced in the previous section, the Oneida-Herkimer-Madison BOCES has appointed a District-wide Safety Team that includes, but is not limited to, representatives of the Cooperative Board, teacher organizations, administrator organizations, school safety personnel, parent organizations, law enforcement, students (at discretion of Cooperative Board) and other school personnel. The members of the team and their positions or affiliations are as follows:

Members Name	Title (Verify Titles)
Patricia N. Kilburn, Ed.D.	District Superintendent/Chief Emergency Officer
Scott Morris	Assistant Superintendent for Administrative Services
Christopher Hill	Assistant Superintendent for Instruction
Vincent Tripodi	Principal, Alternative Education
Ellen Mahanna	Principal, Special Education
TBD	Principal, Career & Technical Education/Incident Commander
Christine Warner	Principal, P-Tech
Alaina Broccoli	Nurse
Michael Colangelo	Director of Facilities III/SANNYS Union Representative
Patricia Cerio	Safety Coordinator, Supervisor
Heather Bombace	Assistant Safety Coordinator
Jessica Fletcher	Safety Coordinator
Juliette Jones	Assistant Safety Coordinator
Deputy Divovic	School Resource Officer, Sheriff's Office
Deputy Houle	School Resource Officer, Sheriff's Office
Anthony Nicotera	Cooperative Board Member
Diana Giffune	BTA Union Representative
Kevin Scranton	BTA Union Representative
Ryan Baum	UPSEU Representative
TBD (parent of a child at OHM BOCES)	Parent organization

This District-wide Safety Team was approved by the Board on TBD.

C. Identification of the Chief Emergency Officer (CEO)

The Oneida-Herkimer-Madison BOCES has appointed Patricia N. Kilburn, Ed.D. as the Chief Emergency Officer. The Board appointed Dr. Kilburn to this role on TBD.

The responsibilities of the CEO include, but will not be limited to:

- a) Coordination of the communication between school staff, law enforcement and other first responders;
- b) Lead the efforts of the District-wide Safety Team in the completion and yearly update of the District-wide School Safety Plan, by September 15 and the coordination of the District-wide Plan with the Building-Level Emergency Response Plans;
- c) Ensure staff understanding of the District-wide School Safety Plan;
- d) Ensure the completion and yearly update of Building-Level Emergency Response Plans for each school building by the dates designated by the Commissioner of Education;
- e) Assist in the selection of security-related technology and development of procedures for the use of such technology;
- f) Coordinate appropriate safety, security and emergency training for Oneida-Herkimer-Madison BOCES and school staff, including required training in the emergency response plan by September 15 annually; and
- g) Ensure the conduct of required evacuation and lock-down drills in all Oneida-Herkimer-Madison BOCES buildings as required by Education Law section 807.

D. Concept of Operations

- General protocols reflected in the District-wide School Safety Plan guide the development and implementation of the Building Safety Plans. The District-wide Safety Plan sets forth the general procedures and protocols to be adhered to at each division and serve as the standard operating procedures.
- In developing the District-wide Plan, key internal and external stakeholders were involved in order to garner the best local operational knowledge and the best emergency management and safety expertise in creating and revising the plan. The Oneida-Herkimer-Madison BOCES is an integral part of the community and, as such, it is important that community stakeholders are involved and understand the role of Oneida-Herkimer-Madison BOCES and its relationship to the safety of the community at large.
- In the event of an emergency or violent incident, the initial response to all emergencies at an individual division will be by the Building Emergency Response Team.
- Upon activation of the Building Emergency Response Team, the District Superintendent or her designee will be notified and, where appropriate, local emergency officials will also be

notified. Efforts may be supplemented by county and state resources through existing protocols.

E. Plan Review and Public Comment

- Pursuant to Education Commissioner’s Regulation, Section 155.17 (e)(3), this plan will be made available for public comment at least 30 days prior to its adoption. The District-wide Plan may be adopted by the Cooperative Board only after at least one public hearing that provides for the participation of school personnel, parents, students and any other interested parties. The plan must be formally adopted by the Cooperative Board.
- Full copies of the District-wide School Safety Plan and any amendments will be submitted to the New York State Education Department within 30 days of adoption and no later than October 1 of each year. In addition, the Building Safety Plans will be sent to the New York State Police, Oneida County Sheriff’s Office and the New Hartford Police Department.
- This plan will be reviewed periodically during the year and will be maintained by the District-wide Safety Team. The required annual review will be completed on or before July 1 of each year after its adoption by the Cooperative Board.
- While linked to the District-Wide School Safety Plan, Building-level Emergency Response Plans shall be confidential and shall not be subject to disclosure under Article 6 of the Public Officers Law or any other provisions of the law, in accordance with Education Law Section 2801-a. Building-level Emergency Response Plans will be provided to the New York State Police, Oneida County Sheriff’s Office and the New Hartford Police Department within 30 days of adoption and no later than October 1 of each year.

Task	Date(s)
District-wide Safety Team annual review date	May 22, 2023
District-wide School Safety Plan – Public comment period (began & ended)	July 10, 2023 - August 9, 2023
Public Hearing	August 9, 2023
District-wide School Safety Plan approved by Board	August 9, 2023
District-wide School Safety Plan posted to website	August 9, 2023
URL of District-wide School Safety Plan verified	August 9, 2023

Section II: Risk Reduction/Prevention and Intervention

A. Prevention/Intervention Strategies

Initiatives that improve the culture and climate in our schools and improve communication at all levels can substantially enhance our ability to truly prevent any negative event from occurring. Prevention would always be preferred over risk reduction. However, not all such events will be

prevented, despite our best efforts. Therefore, we must formulate plans to intervene and reduce risk by minimizing the impact of any negative event.

This section will identify specific prevention and risk reduction strategies that have been implemented within the Oneida-Herkimer-Madison BOCES. Many of these components serve as both prevention and risk reduction tools.

Program Initiatives

The Oneida-Herkimer-Madison BOCES recognizes the importance of programs and activities that improve the school climate and communication throughout the school community and that encourage the reporting of potentially dangerous, suspicious or violent behavior. Such efforts serve to improve the security, safety and quality of life for all those in the Oneida-Herkimer-Madison BOCES community. Under the requirements of Alyssa's Law, the District-Wide School Safety Committee met to explore options regarding the law and its implementation. At this time, OHM BOCES continues to explore options regarding this implementation and will use alternate means to promote student and staff safety as the top priority. OHM BOCES has implemented initiatives and this is a partial list of such current initiatives:

- School Resource Officer program/presentations
- Other programs, projects and activities that include:
 - Positivity Project
 - Restorative practices
 - De-escalation training – TCIS
 - Lions Quest
 - Non-violent conflict resolution training programs
 - Peer mediation programs and youth courts
 - Sensitivity training
 - Youth clubs
 - Character Education
 - Student performance team
 - Positive Behavior Intervention and Support (PBIS)
 - Social skills training

Oneida-Herkimer-Madison BOCES encourages all divisions to develop strategies that support a positive, safe learning environment for students, such as community involvement in the schools, mentoring programs or adjusting scheduling to minimize potential for conflicts or altercations.

Training, Drills, and Exercises

The Oneida-Herkimer-Madison BOCES will ensure that each division conducts drills and exercises to test the components of their respective building-level plan. To comply with Education law §807, each school must conduct 4 lock-down and 8 evacuation drills (12 drills total) each year. International Fire Code drills will also be held on a monthly basis. The use of

tabletop exercises to accomplish this task in coordination with local and county emergency response and preparedness officials may be considered when live drills are impractical or not sufficient to meet training goals. Specific drills and training for various types of hazards will be conducted for staff and students on selected response protocols including: Shelter-In-Place; Hold-In-Place, Evacuation, Lockout, and Lockdown. This training will identify various types of hazards that could occur, response actions that should be employed, as well as training on violence prevention and mental health. Students should be informed, in a non-traumatizing way, about different types of responses that can be used. This type of training will be conducted before September 15th annually, new employees will be trained within 30 days of hire.

Each drill/exercise will be followed with a survey for all staff involved to collect suggestions and recommendations that will improve safety, security, response actions and protocols in the future.

Additional drills will be held during summer school, if summer school is being conducted with one of the drills completed during the first week of summer school.

In addition, Early Dismissal drills will not occur more than 15 minutes earlier than normal dismissal time. Transportation and communication procedures will be included in the test, and parents and guardians will be notified in writing at least one week prior to such drill.

By October 1st of each year, written information regarding emergency procedures will be given to students and staff.

The emergency back-up generators and lighting are also tested annually and all systems verified functional without electricity.

Implementation of School Safety & Building Security

Routine Precautions by all staff

All staff is expected to immediately report to their respective principal and/or supervisor about any information they have received or observations they have made regarding anything that could possibly impact the safety and security of anyone within the school community.

Note: Staff should always err on the side of safety and share such information each and every time. No detail is too small or inconsequential as individual staff may not be aware of all circumstances surrounding a particular student or concern.

Limited Access

Each division is tasked with implementing this policy while tailoring it to the specific needs of their program. Generally, this means that the fewest exterior doors necessary to maintain normal business will remain unlocked during portions of the regular school day. Doors shall not be propped open so that safety, security and fire code regulations can be maintained. Those doors that may need to remain unlocked during a portion of the school/business day should be

monitored in some fashion. All entrances are to be secured shortly after the start of the instructional/business day.

Once secured for the instructional/business day, the divisions may utilize an audio and/or video electronic, visitor access control system at their primary entrances that provides a means for school staff to remotely screen and approve visitors prior to actually granting them access into the building.

The divisions also utilize a keyless entry/electronic access control system allowing specific access (designated days/times, buildings and entrances) to authorized personnel by presenting a programmed proximity identification card to a reading device at those entrances. This system also automatically unlocks and locks specific entrances to accommodate normal arrival, dismissal and after school activity.

Staff Photo Identification Badges

All Oneida-Herkimer-Madison BOCES employees are issued photo identification badges that are to be **displayed at all times** while on Oneida-Herkimer-Madison BOCES property to assist visitors, students and staff in identifying employees as well as possible intruders.

Visitor policy

All visitors should report to the main office upon entry into the building. Visitors will sign in and be issued a name badge, which needs to be visible at all times. Visitors are required to sign in and out where they entered the building.

Should an unannounced visitor appear at a classroom, office or be observed in the hallways without proper identification (visitor pass/name badge), staff may approach and inquire as to a subject's business or contact their school's main office immediately.

Student Sign-Out Procedures

Oneida-Herkimer-Madison BOCES is diligent in ensuring that only those persons authorized to sign-out students are allowed to do so. Staff may also require a photo ID if the requesting party is unknown to them and may contact a parent or guardian for confirmation when deemed appropriate.

Video Surveillance

A digital video surveillance system is in service at Oneida-Herkimer-Madison BOCES to assist in monitoring, deterring and recording activity in high use areas, as well as areas of chronic concern or perceived vulnerability.

School Safety Assessment

School safety assessment – a strategic evaluation and facilities audit to identify emerging and

potential school safety problems.

Fire Alarm

A fire detection alarm that is linked to a central monitoring station is in service at Oneida-Herkimer-Madison-BOCES. These alarms and fire response procedures are tested regularly and consistent with New York State Education Department regulations.

School Resource Officer/Special Patrol Officer

Oneida-Herkimer-Madison BOCES contracts with the Oneida County Sheriff's Office to provide a School Resource Officer/Special Patrol Officer (SRO/SPO) on campus during the school day. The SRO/SPO acts as the liaison between students and staff and will field anonymous reports of acts of violence and bullying.

Random Drug Sniffing Canine Search

Oneida-Herkimer-Madison BOCES may occasionally conduct canine searches throughout the school year.

Vital Educational Agency Information

Oneida-Herkimer-Madison BOCES maintains general information located at Oneida-Herkimer-Madison BOCES, including information on: school population, number of staff, transportation needs, and the telephone numbers of key officials.

B. Early Detection of Potentially Violent Behaviors

Oneida-Herkimer-Madison BOCES recognizes the importance of early recognition and intervention into conflicts and potentially violent or threatening behaviors. As such, Oneida-Herkimer-Madison BOCES will ensure that appropriate school violence prevention and intervention training will be incorporated into all phases of staff professional development. Communication strategies are utilized to deter potentially violent incidents with the establishment of various programs.

Informative materials regarding the early detection of potentially violent behaviors shall be made available to the school community through the Oneida-Herkimer-Madison BOCES website.

Students, parents, and all staff are encouraged to share information regarding any student conflicts, threats or troubling behaviors with the appropriate school administrator so that an investigation can commence in a timely fashion if deemed necessary.

Strategies for Improving Communication Among Students and Between Students and Staff and Reporting of Potentially Violent Incidents

Oneida-Herkimer-Madison BOCES recognizes the importance of good communication among students and between students and staff. All parties are encouraged to strive for improvement at all times. Sharing information is the first line of defense in keeping Oneida-Herkimer-Madison BOCES Student Centers safe. It is vital that students understand that reporting information about potential problems is a way of preventing harm to another. Reporting concerns that may impact on the safety and health of others is the responsibility of the entire Oneida-Herkimer-Madison BOCES community.

Short term and long-term strategies to bettering communication and preventing violence at the Oneida-Herkimer-Madison BOCES Student Centers include:

- Set clear expectations for students and communicate these standards to students, staff and parents. (Code of Conduct)
- Pay attention to what students are saying
- Encourage communication among parents, student, staff and community members
- Train staff to listen and question effectively
- Institute programs, initiatives and community service students to promote character development.

This communication may extend beyond Oneida-Herkimer-Madison BOCES personnel to include members of the District-Wide Safety Team, Law Enforcement, Mental Health Professionals, etc., when deemed appropriate and within existing legal parameters.

C. Hazard Identification

The list of sites of potential emergencies include: Main building, playground area, properties adjacent to the building, buses, off-site field trips, and commercial areas adjacent to school property. Each individual Building Health and Safety Team has assessed their own division for any unique hazards and has documented them on their respective Building-level Emergency Response Plans. Oneida-Herkimer-Madison BOCES has developed multi-hazard response plans, based on the Incident Command System and the National Incident Management System (NIMS), for the following emergency situations:

Multi-Hazard List

Hazard Category	Type
Civil Disturbance	Bomb Threat, Intruder Alert, Hostage Taking, Kidnapping, Physical Assault or Threat
Environmental Emergency	Flood, Hazardous Materials Incident, Snow/Ice Storm, Tornado Warning, Thunder/Lightning Storm, Wind Storm, Fire, Explosion, Gas Leak
Building Failure	System Failure, Structural Failure
Medical Emergency	Sick/Injured Person, School Bus/Car Accident, Mass Illness/Epidemic, Influenza Pandemic/Pandemic

Identified Onsite Hazards

- Various chemical storage areas
- Welding/hot work area
- Indoor vehicle transportation areas
- Compressed gas storage areas
- Paint spray booths
- Areas of student congregation
- Student/teacher/administrator conference/lunch areas
- Boiler/mechanical rooms
- Swamp/hiking trail

Identified Offsite Hazards

- Major highways (chemical transport)
- Airport (flight path)
- Railroad
- Certain industrial sites (electrical transfer station, refineries, etc.)
- Creeks
- Busy city streets and traffic surrounding identified buildings
- Businesses surrounding identified buildings

D. Construction and Capital Project Safety

Each division under the direction of the Assistant Superintendent for Support Services and the Director of Facilities will take steps to ensure the safety and security of the students and staff during periods of construction. This requirement may include conducting background checks on workers, maintaining sufficient and appropriate emergency egress routes, and notifying building occupants of any changes.

The District-Wide Safety Committee, or a subcommittee thereof, may be involved in monitoring safety during construction projects as needed. The Committee may include the Director of Facilities, members of the Safety Office, Assistant Superintendent for Support Services, Assistant Superintendent for Instruction, Principals, architect, construction manager, and contractors. The Committee will hold additional meetings as needed to review issues and address complaints related to health and safety resulting from the construction project.

Section III: General Emergency Response Planning and Response to Threats and Acts of Violence

A. Notification and Activation (Internal and External Communications)

Quick and accurate contact with appropriate law enforcement officials is essential in the event of a violent incident. These relationships have been established through the participation of local response officials on Building-Level Emergency Response Teams. These individuals and appropriate means of contact are documented in the Building-Level Emergency Response Plans. Internal communication is also of prime importance and will be specifically defined in each Building-Level Emergency Response Plan.

Incident Commanders are authorized to and will initiate contact with the appropriate law enforcement officials in the event of a violent incident. Oneida-Herkimer-Madison BOCES maintains a list of local law enforcement agencies, and the designation of the individual who is authorized to contact the law enforcement agencies.

The methods used for notifications of a disaster or an act of violence include the following possible forms of communication: Oneida County Emergency Services, telephone, e-mail, portable radio system, NOAA weather radio, Oneida-Herkimer-Madison BOCES website, intercom or PA system, local media, and others as appropriate or necessary.

The plans may specify that in the event of an emergency, or impending emergency, Oneida-Herkimer-Madison BOCES will notify all principals/designees within the complex to take the appropriate action.

Oneida-Herkimer-Madison BOCES may utilize the resources of the Oneida County Emergency E911 Center and Global Connect to contact parents, guardians or persons in parental relation to the students in the event of a violent incident or an early dismissal. Oneida-Herkimer-Madison BOCES may also use local media in some instances or post information on the BOCES website.

B. Situational Responses

Multi-Hazard Response

In the event of a catastrophic emergency (fire, building collapse, etc.) the evacuation of the building and the preservation of life is the only consideration. It is anticipated that specific procedures outlined in this document, particularly as they relate to notifications, line of authority, etc., and may be violated in cases involving catastrophic emergencies.

There are many variables that could impact the manner in which the Building Emergency Response Team responds to a particular occurrence. These variables could include: time of day, weather, age of students, and location of students, anticipated response time of emergency responders, availability of support personnel, and availability of transportation. Specific emergency situations are identified and standard response procedures are detailed in the Building-level Emergency Response Plans; however, given the aforementioned variables, it is impractical to try and map out the specific steps to take for every conceivable scenario. It is more practical to focus on just a few critical decisions that need to be made in every emergency pursuant to our primary goal of preventing injury and loss of life. In the event that the following response actions, emergency closing, early dismissal, evacuation, shelter in place, lockdown, lockout are activated, the following actions will be implemented.

For example: a response protocol could include the following steps:

1. Assess the situation – Incident Commander/Designee
2. Response Action implementation
3. Notification of Parents/Guardians
4. Recovery

5. Evaluation

Each Building-level Emergency Response Plan includes procedures and actions that will be implemented in the event of the occurrence of a hazardous event. Such plans are not available to the public, nor are they to be included in the District-level Safety Plan.

The District Superintendent is designated as the Chief Emergency Officer and Incident Commander during the initial response to any emergency at Oneida-Herkimer-Madison BOCES. The District Superintendent will provide leadership, organize activities and disseminate information with the assistance of the Emergency Response Team(s). If the District Superintendent is unavailable or not on site, a Designated Alternate will act in their absence with the same authority and responsibility.

Response Protocols

Oneida-Herkimer-Madison BOCES selection of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage takings, intrusions and kidnappings will be included in the Building-level Safety Plans. The following possible protocols are provided as examples:

- ◆ Identification of decision-makers
- ◆ Plans to safeguard students and staff
- ◆ Procedures to provide transportation, if necessary
- ◆ Procedures to notify parents
- ◆ Procedures to notify media
- ◆ Debriefing procedures

In most instances where this level of school response is warranted, Oneida-Herkimer-Madison BOCES will be seeking assistance from outside emergency responders in resolving the situation. As such, the immediate objective is generally to contain and manage the incident until the emergency responders arrive on scene.

Procedures for obtaining advice and assistance from local government officials including the county or city officials responsible for implementation of Article 2-B of the Executive Law. By contacting Oneida County 911, the system for coordinating the delivery of assistance from both the county and local agencies will be activated.

Responses to Acts of Violence: Implied or Direct Threats Including Threats by Students Against Themselves, to Include Threats of Suicide

Oneida-Herkimer-Madison BOCES policies and procedures for responding to implied or direct threats of violence by students, teachers, other school personnel and visitors to the school will be included in the Building-level Safety Plans. In situations in which Implied or Direct threats of violence by students, teachers, other school personnel or visitors to the school have been made, Oneida-Herkimer-Madison BOCES recognizes the need to take immediate action.

The following types of procedure(s) may be used by Oneida-Herkimer-Madison BOCES:

- ◆ Follow procedures outlined in the Code of Conduct
- ◆ Use of staff trained in de-escalation or other strategies to diffuse the situation.
- ◆ Inform Building Principal of implied or direct threat.
- ◆ Determine level of threat with District Superintendent/Designee.
- ◆ Contact the appropriate law enforcement agency, if necessary and follow the Memorandum of Understanding developed collaboratively between local police agencies and Oneida-Herkimer-Madison BOCES.
- ◆ Monitor situation, adjust response as appropriate, and include the possible use of the Emergency Response Team.

The following resources are available to teachers and staff:

Suicide Prevention & Mental Health Resources What Every Teacher Needs to Know Recognizing Suicide Risks in Students (<https://www.preventsuicideny.org/wp-content/uploads/2020/05/SPCNY-Teachers-Brochure.pdf>)

A Guide to Suicide Prevention in New York Schools <https://www.preventsuicideny.org/wp-content/uploads/2022/12/SchoolsSuicidePreventionGuide.pdf>

School Mental Health Resource Training Center (<https://www.mentalhealthdnys.org/>)

Suicide Prevention: Classroom Talking Points (<https://www.preventsuicideny.org/wp-content/uploads/2020/05/SP-in-the-Classrooms-Bleed-File.pdf>) National Alliance on Mental Illness in New York State (<https://www.naminys.org/>)

Acts of Violence

Oneida-Herkimer-Madison BOCES policies and procedures for responding to acts of violence by students, teachers, other personnel and visitors to Oneida-Herkimer-Madison BOCES will be included in the Building-level Safety Plans. The following types of procedure(s) could be used by Oneida-Herkimer-Madison BOCES:

- ◆ Determine level of threat with District Superintendent/Designee.
- ◆ If the situation warrants, isolate the immediate area and evacuate if appropriate.
- ◆ Staff and Students are asked to inform Building Principal/Assistant Superintendent(s)/District Superintendent.
- ◆ If necessary, initiate a response procedure (Hold-In-Place, Lockout and/or Lockdown), and contact appropriate emergency response agencies. As well as follow the Memorandum of Understanding developed collaboratively between local police agencies and Oneida-Herkimer-Madison BOCES.
- ◆ Monitor situation; adjust response as appropriate; if necessary, initiate early dismissal, sheltering or evacuation procedures.
- ◆ Keep parents/guardians informed.

Responses to Violence (Incident reporting, Investigation, Follow-Up, Evaluation, and Disciplinary Measures)

The Oneida-Herkimer-Madison BOCES requires all incidents of violence, whether or not physical injury has occurred (verbal abuse, threats of violence, etc.), to be reported immediately by employees and students and documented. With the realization that employees and students may otherwise be reluctant to come forward, all BOCES programs maintain confidentiality. Individuals are assured that there will be no reprisal for reporting their concerns. Incidents will be reported as follows:

The School Building Principal/Administrator or Designee will be responsible for receiving and responding to all incident reports including anonymous reports. Information on the reporting process for students and staff will be provided as part of the violence prevention training program. Each incident will be reported to and evaluated by a Threat Assessment Team for the purpose of compiling data and evaluating the Violence Prevention Program. Relationships have been established with the Police Department and other emergency response agencies at the building level. Representatives from these agencies (Law Enforcement, Fire and Emergency Medical Responders) are asked to participate on Building-Level School Safety Teams.

Reporting

Once an incident has been reported, and depending on its severity, the School Building Principal/Administrator or Designee will assume responsibility as the Incident Commander, who should take the following steps:

- Report it to the School Resource Officer/Special Patrol Officer;
- Secure the area where the disturbance has occurred;
- Ensure the physical safety/medical management of students/staff remaining in the area as soon as possible;
- Ensure that while responding to the incident, the remainder of the building remains appropriately supervised;
- Quickly assess the area of the incident to determine damage as a result of the incident and if it is safe to remain; if necessary, evacuate or shelter as per the Building-Level Emergency Response Plans;
- Provide notification to Central Administration;
- Provide incident debriefing to students and staff as needed; and
- Notify parents.

Investigation

After the incident has occurred, the Threat Assessment Team will conduct a detailed investigation. It is the purpose of the Team to focus on facts that may prevent recurrence, not find fault. The Team conducting the investigation will:

- Collect facts on how the incident occurred;
- Record information;
- Identify contributing causes;
- Recommend corrective action;
- Encourage appropriate follow-up; and

- Consider changes in controls, policy and procedures.

Follow-up

The Oneida-Herkimer-Madison BOCES recognizes the importance of responding quickly and appropriately to the medical and psychological needs of students/staff following exposure to a violent incident. All individuals affected by a violent act at Oneida-Herkimer-Madison BOCES will be provided with appropriate medical and psychological treatment and follow-up. Provisions for medical confidentiality and protection from discrimination will be included to prevent the victims of violent incidents from suffering further loss.

Evaluation

Emergency Response/Threat Assessment Team is responsible for ensuring that an initial school building security analysis is conducted and periodically re-evaluated. These physical evaluations will focus on the identification and assessment of school building security hazards and address necessary changes in building practices. These evaluations will review the potential for different types of violent incidents including bomb threats, hostage-taking, intrusions, and kidnapping. Professionals will be utilized from local law enforcement and private consultants as necessary.

Disciplinary Measures

The Oneida-Herkimer-Madison BOCES Code of Conduct will be the basis for determining the appropriate disciplinary measures that may be necessary.

Code of Conduct

The Oneida-Herkimer-Madison BOCES has created a detailed Code of Conduct to describe the expected behavior of students, staff and visitors to school buildings and the disciplinary actions resulting for violations of the Code. The Code, which will be communicated to all students/staff and parents, will serve as a major component of the Oneida-Herkimer-Madison BOCES violence prevention program. The Code will be evaluated annually and revised as necessary to reflect changes in school policies and procedures. A copy of the Code of Conduct will be made available to students, parents, staff and community members. The Code of Conduct was updated and adopted by the Board on August 10, 2022, and it is made available to the school community as well as being posted on the OHM BOCES website.

Arrangements for Obtaining Emergency Assistance from Local Government

Arrangements for obtaining assistance during emergencies from emergency services organizations and local government agencies include contacting 9-1-1 immediately. Additional support can be obtained by contacting the Sheriff, New Hartford Police Department Chief, the New York Mills Fire Department Chief, the New Hartford Town Supervisor, and Oneida County Emergency Services.

Procedures for Obtaining Advice and Assistance from Local Government Officials (see above)

Resources Available for Use in an Emergency

Oneida-Herkimer-Madison BOCES resources which may be available during an emergency include all of our facilities at the campus and other vehicles and trucks. We can also contact the Village and Town Highway Department for access to heavy equipment and other resources.

Procedures to Coordinate the Use of Resources and Manpower during Emergencies

Oneida-Herkimer-Madison BOCES will use the Incident Command System to coordinate the use of resources and manpower during emergencies.

Protective Action Options

Plans for taking the following actions in response to an emergency where appropriate will be included in Building-level Emergency Response Plans:

School cancellation

The cancellation or delay of the Oneida-Herkimer-Madison BOCES educational programs shall be made by the District Superintendent or designee.

Early dismissal

Early dismissal shall be implemented under conditions when it is imperative to return students to their homes as quickly as possible (e.g. impending blizzard). The decision to dismiss early shall be made by the District Superintendent or designee. Component School Districts will be notified to send their buses to pick up students. Persons in parental relation will be notified through various communication platforms.

Emergency evacuation

Emergency evacuation is implemented under conditions when it is no longer safe for students and staff to remain in the building (e.g. hazardous materials spill). The decision to evacuate will be made by the Building Administrator or designee. Students and staff will be accounted for. In some cases, students and staff will be taken to an alternative location, off site.

Shelter in place

Sheltering will be implemented if conditions inside the building is safer for students and staff (e.g. tornado warning). The decision to shelter on site will be made by the Building Administrator or designee. If the sheltering period is to extend more than a few hours, arrangements to meet basic human needs will be accounted for.

Hold in place

Hold in place will be implemented if conditions exist in the building to keep students and staff where they are (e.g. medical emergency). The decision to hold in place will be made by the Building Administrator or designee.

Lockout

A lockout will be implemented if there is a threat that exists outside of the building or vicinity (e.g. bank robbery). The decision to implement a lockout will be made by the Building Administrator or designee.

Lockdown

A lockdown will be implemented if there is a threat inside of the building (e.g. a violent act). The decision to implement a lockdown will be made by any staff member that identifies an imminent threat in the building.

Terrorist Threats & Activities

In the event of terrorist threats or activities, Building Administrators shall be instructed by the District Superintendent or designee to follow the recommended actions outlined by NYS Homeland Security. The actions recommended are based on the level of alert declared by the State and Federal governments.

National Terrorism Advisory System (NTAS)

NTAS advisories – whether they be Alerts or Bulletins – encourage individuals to follow the guidance provided by state and local officials and to report suspicious activity. Where possible and applicable, NTAS advisories will include steps that individuals and communities can take to protect themselves from the threat as well as help detect or prevent an attack before it happens. Individuals should review the information contained in the Alert or Bulletin, and based upon the circumstances, take the recommended precautionary or preparedness measures for themselves and their families.

Bulletin:

Describes current developments or general trends regarding threats of terrorism.

Elevated Threat Alert:

Warns of a credible terrorism threat against the United States.

Imminent Threat Alert:

Warns of a credible, specific, and impending terrorism threat against the United States. Individuals should report suspicious activity to local law enforcement authorities. Often, local law enforcement and public safety officials will be best positioned to provide specific details on what indicators to look for and how to report suspicious activity. The *If You See Something, Say Something™* campaign across the United States encourages the public and leaders of communities to be vigilant for indicators of potential terroristic activity, and to follow the guidance provided by the advisory and/or state and local officials for information about threats in specific places or for identifying specific types of suspicious activity.

Section IV: Recovery

A. District Support for Buildings

After an incident, the Crisis Plan will be initiated by the appropriate level emergency response team. Necessary resources will be deployed in order to support the Emergency Response Teams and post-incident responders.

The Emergency Response Team and the Post-Incident Response Team will be supported in their efforts by all available in-agency resources and personnel as required by the nature of the emergency. The Emergency Response Team is available for support when necessary to assist all buildings in their response effort.

B. Disaster Mental Health Services

The Building-Level Emergency Response Team will designate the Post-Incident Response Team in each school building to respond in crisis situations and help provide disaster mental health services as outlined in the Oneida-Herkimer-Madison BOCES Building-Level Emergency Response Plan for that building. The Department(s) affected may draw upon additional resources from existing pupil personnel staff, as needed. Depending on the nature of an incident, if a Department does not have the needed resources, services will be arranged for pupil personnel staff, such as school psychologists and school social workers, to assist on the Post-Incident Response Team. Employees will also be encouraged to seek assistance from the Employee Assistance Program (EAP). Depending on the scope of the situation, the Oneida County Office of Emergency Management and Department of Mental Health may be contacted to help coordinate a County or State-wide effort.

C. Forms and Recordkeeping

The success of Oneida-Herkimer-Madison BOCES Violence Prevention Program will be greatly enhanced by the BOCES ability to document and accurately report on various elements of the program along with training staff. This will allow us to monitor its success and update the program as necessary. Forms, resources, and training materials have been developed for this purpose. Records will be kept in accordance with record retention laws.

APPENDIX A

Public Employer Emergency Plan (Communicable Disease - Pandemic Plan).

Our District-Wide School Safety Plan (DWSSP) is based on addressing the currently accepted phases of emergency management (Prevention/Mitigation; Protection; Response; Recovery). This concept is more simplistically defined as a way of looking at a potential emergency before, during and after the event.

This Pandemic Plan is built upon the components already existing in our District-Wide School Safety Plan that also incorporates our Building-Level Emergency Response Plans. It is a flexible Plan developed in collaboration with a cross-section of the school community and public health partners and will be updated regularly to reflect current best practices. The Plan will be tested (exercised) routinely as part of the overall exercise of the District-Wide School Safety Plan. The District-Wide School Safety Team assumes responsibility for development and compliance with all provisions of this Plan and implementation at the building level through the Building-Level Emergency Response Team.

Effective April 1, 2021, Labor Law §27-c, amends Labor Law §27-1 and adds a new provision to Education Law §2801-a. Labor Law §27-c requires public employers to develop operation plans in the event of certain declared public health emergencies. Education Law §2801-a requires school districts/BOCES to develop plans consistent with the new Labor Law requirement. The new law requires public employers to prepare a plan for the continuation of operations in the event that the Governor declares a public health emergency involving a communicable disease. Educational institutions must prepare plans consistent with Labor Law §27-c as part of their school safety plans pursuant to newly added subsection (2)(m) of Education Law §2801-a. The Plan addresses the required components in the sections as noted below:

Prevention/Mitigation

- (1) A list and description of positions and titles considered essential with justification for that determination.
- (2) The specific protocols that will be followed to enable non-essential employees and contractors to telecommute.
- (3) A description of how the employer will, to the extent possible, stagger work shifts of essential employees and contractors to reduce workplace and public transportation overcrowding.

Protection/Preparedness

- (4) Protocols to be implemented to secure personal protective equipment (PPE) sufficient to supply essential workers with two (2) pieces of each PPE device needed for each work shift for at least six (6) months. This must include a plan for storage of such equipment to prevent degradation and permit immediate access in the event of an emergency declaration.

Response

- (5) Protocols to prevent spread in the workplace in the event an employee or contractor is exposed, exhibits symptoms, or tests positive for the relevant communicable disease. Such protocols must include disinfection of the individual's work area and common areas. It must also address the policy on available leave with respect to testing, treatment, isolation or quarantine.
- (6) Protocols for documenting precise hours and work locations of essential workers for purposes of aiding in tracking the disease and identifying exposed workers in order to facilitate the provision of any benefits that may be available to them on that basis.
- (7) Protocols for coordinating with the locality to identify sites for emergency housing for essential employees to contain the spread of the disease, to the extent applicable to the needs of the workplace.

Prevention/Mitigation:

- We will work closely with the Oneida County Department of Health to determine the need for activation of our Plan. The following procedures will be followed by administrators, principals, school nurses for reporting communicable disease, including Coronavirus, Influenza, etc., and communicating with the Health Department:
 - Report suspected and confirmed cases of illness to the Oneida County Department of Health
- The Oneida County Department of Health will monitor County-wide cases of communicable disease and inform school districts/BOCES as to appropriate actions.
- The District Superintendent, Emergency Services Coordinator and COVID Coordinator will help coordinate our Pandemic planning and response effort. This person will work closely with the District-Wide School Safety Team that has responsibility for reviewing and approving all recommendations and incorporating them into the District-Wide School Safety Plan. The school district/BOCES Medical Director and nurses will be vital members of the Safety Team. Because of the potential importance of technology in the response effort (communication and notification) the school district/BOCES Technology Director will also be an important Team member. The Human Resources Director, Business Official, Facility Director, Food Service Director, Transportation Coordinator, Public Information Officer and Curriculum Director will also be vital to the planning effort. Other non-traditional individuals may also be required to be part of the Team.
- The District-Wide School Safety Team will review and assess any obstacles to implementation of the Plan. The plan has considered issues related to Planning and Coordination; Continuity of Student Learning; Core Operations; Infection Control Policies and Procedures; and Communication.
- The district/BOCES will emphasize hand-washing and cough/sneezing etiquette through educational campaigns that will include NYS DOH and CDC Materials.
- We will educate and provide information to parents, staff, and students about our Pandemic Plan and about how to make an informed decision to stay home when ill. We will utilize our website, postings and direct mailings for this purpose.

(1) Essential Positions/Titles

In the event of a government ordered shutdown, similar to our response to the Coronavirus in the spring of 2020, we are now required to consider how we would prepare for future shutdowns

that may occur. As part of our planning we are now required to provide information on those positions that would be required to be on-site or at Oneida-Herkimer-Madison BOCES for us to continue to function as opposed to those positions that could realistically work remotely. The following information is addressed in the table below:

1. Title – a list of positions/titles considered essential (could not work remotely) in the event of a state-ordered reduction of in-person workforce.
2. Description – brief description of job function.
3. Justification - brief description of critical responsibilities that could not be provided remotely.
4. Work Shift – brief description of how the work shifts of those essential employees or contractors (if utilized) will be staggered in order to reduce overcrowding at the worksite.
5. Protocol – how will precise hours and work locations, including off-site visits, be documented for essential employees and contractors (if utilized).

The worksheet below has been completed by each department which includes Central Administration, Human Resources, Facilities Services, Transportation, Food Service, Communications, Technology, Instructional Programs, Athletics, Special Education, Messenger/Mail Services, and Security. Actual information can be found in Building Level Emergency Management Plans (BLERP).

Essential Positions				
Title	Description	Justification	Work Shift	Protocol
District Superintendent of Schools	Head Administrator	Supervises all essential employees	N/A	N/A
Board of Education, President	BOE President	Confidential work to the Superintendent	Discretion of Superintendent	Come in as needed
Assistant Superintendent of Instructional Services	Head of Instruction and Curriculum	Supervise Instructional Staff	Discretion of Superintendent	Come in as needed
Assistant Superintendent of Support Services	Head of Administrative & Support Services	Supervise Administrative/Support staff	Discretion of Superintendent	Come in as needed
Principal (s)	Supervisor of School (s)	Supervise all Instructional staff	Discretion of Superintendent	Come in as needed
School Business Administrator	Head of Business Office	School Banking, Segregation of duties, bill paying process	1 st shift (7 am – 4 pm)	School Banking once a week get mail and courier and sign bills
Accounting Supervisor	2 nd in charge of Business Office	Segregation of duties, bill paying process	1 st shift (7 am -4 pm)	Process Bills for Payment, check in Packages

Board Clerk	Accounting Supervisor Back Up	Segregation of duties, bill paying process	1 st shift (7 am -4 pm)	Process Bills for Payment, check in Packages
Treasurer	School Banking Official	School Banking, Segregation of duties, bill paying process	1 st shift (7 am -4 pm)	Sign all checks, School Banking once a week, assemble warrant for payment
Superintendent Secretary	Assistant Treasurer (Treasurer Back Up)	School Banking, Segregation of duties, bill paying process	1 st shift (7 am -4 pm)	Sign all checks, School Banking once a week, assemble warrant for payment
Director of Facilities	Maintains Buildings, Cleans Buildings, Security for Buildings and Grounds	Need to insure buildings are safe and secure	1 st shift (7 am -4 pm)	Building safety while partial staff in attendance
Night Time O&M Supervisor	Assists Maintaining Buildings, Cleans Buildings, Security for Buildings and Grounds	Need to insure buildings are safe and secure	2 nd shift (3:30-12 midnight) Could switch to 1 st shift	Building safety while partial staff in attendance Come in as needed
IT	IT Department Supervisor	Manage file server and all associated applications, ensure LAN functionality, manage phone, door access, controls & security cameras	1 st Shift (7 am – 4 pm)	Address any server/LAN issues and replenish student Chromebooks as needed
Nurse	Health	Establish health screenings & monitoring	Discretion of the Superintendent	Come in as needed
Food Service	Food Service	Prepare breakfasts and lunches for students for pickup/delivery	Discretion of the Superintendent	Come in as needed
HVAC Building Specialist	Maintains boilers and ventilators ensures freezers and refrigeration maintained	Need to insure buildings are safe and secure	1 st Shift (7am-4pm)	Building safety while partial staff in attendance Come in as needed
Senior Custodian	Assists Maintaining Buildings, Cleans Buildings, Security for Buildings and Grounds	Need to insure buildings are safe and secure	2 nd Shift (3:30 – 12 midnight) Could Shift to 1 st Shift	Building safety while partial staff in attendance Come in as needed

Grounds Workers	Plow Snow Mow Grass Maintain Equipment	Need to insure grounds are safe and secure	1 st Shift (7 am – 4 pm)	Come in as needed
Reserved	If needed			

The District Superintendent will have full discretion to deem any employee essential, and access to building and grounds as necessary. This chart and determinations can be used as a guideline for any future communicable disease outbreaks.

(2) Protocols Allowing Non-Essential Employees to Telecommute

Ensure Digital Equity for Employees

- Mobile Device Assessments:
 - Survey agency departmental staff to determine who will need devices at home to maintain operational functions as well as instructional services
 - Conduct a cost analysis of technology device needs
- Internet Access Assessments:
 - Survey agency departmental staff to determine the availability of viable existing at-home Internet service
 - Conduct a cost analysis of Internet access needs
- Providing Mobile Devices and Internet Access:
 - To the extent practicable, decide upon, develop procurement processes for, order, configure, and distribute, if and when available, appropriate mobile devices to those determined to be in need.
 - To the extent practicable and technically possible, decide upon, develop procurement processes for, and when available, provide appropriate Internet bandwidth to those determined to be in need. WIFI hotspots and residential commercial Internet options will be evaluated for anticipated effectiveness in particular situations.

Technology & Connectivity for Students - Mandatory Requirements:

- To the extent possible, have knowledge of the level of access to devices and high-speed broadband all students and teachers have in their places of residence;
- To the extent practicable, address the need to provide devices and internet access to students and teachers who currently do not have sufficient access; and
- Provide multiple ways for students to participate in learning and demonstrate mastery of Learning Standards in remote or blended models, especially if all students do not yet have sufficient access to devices and/or high-speed internet.

Mobile Devices Delivery:

Technology offers Oneida-Herkimer-Madison BOCES increased options for continuing learning during extended closures. Technology can be leveraged in different ways to meet local needs, including but not limited to:

- Communication (e-mail, phone, online conferencing, social media)

- Teacher/student and student/student interaction (office hours, check-ins, peer collaboration)
- Instruction (video/audio recordings of instruction, instructional materials, synchronous distance learning, asynchronous online courses)
- Learning Materials and Content (digital content, online learning activities)
- Additional Technology Devices Assessments:
 - Identify students' technology needs to include adaptive technologies
 - Use the Asset Tracking Management System procedures to check out all mobile devices
 - If a shutdown happens abruptly, plan a pick-up time and location, and arrange to deliver devices to those who cannot pick them up.
- Providing Multiple Ways for Students to Learn
 - Support instructional programs as needed in preparation of non-digital, alternative ways for students to participate in learning and demonstrate mastery of Learning Standards in remote or blended models in circumstances in which students do not yet have sufficient access to devices and/or high-speed internet.

(3) Staggering Work Shifts of Essential Employees – Reducing Overcrowding

Depending on the exact nature of the communicable disease and its impact, the district/BOCES is prepared to enact numerous strategies to reduce traffic congestion and maintain social distancing requirements in order to minimize building occupancy. The following will be considered:

- Limiting building occupancy to 25%, 50% or 75% of capacity or the maximum allowable by State or Local guidance.
- Forming employee work shift cohorts to limit potential contacts.
- Limit employee travel within the building.
- Stagger arrival and dismissal times.
- Alternate work-days or work weeks.
- Implement a four-day work week.
- Limit or eliminate visitors to the building depending on circumstances of future communicable disease outbreaks.

Oneida-Herkimer-Madison BOCES will utilize these base strategies and expand upon them as necessary in order to address any public health emergency.

Protection (Preparedness):

We have collaborated with our partners to assure complementary efforts. We have invited representatives from the Oneida County Department of Health, Police Department, Office of Emergency Management, Department of Mental Health and others to attend our District-Wide School Safety Team meetings. This will allow us to send consistent messages to the school community on pandemic related issues.

- The District-Wide Command Center for this response will be at OHM BOCES, District Superintendent's Office with the alternate at Support Services Center and will be activated

at the direction of the School District Incident Commander. We have established our District-Wide Incident Command Structure for this response as follows:

- Patricia N. Kilburn, Ed.D. District Superintendent 315-793-8560
- Christopher Hill Assistant Superintendent of Instruction 315-793-8643
- Scott Morris Assistant Superintendent of Support 315-793-8572
- Michael Colangelo Director of Facilities 315-793-8635
- Margherita Manoiro SBA/Human Resources 315-793-8518

Building-level Command Posts and Incident Command Structures are defined in the Building-Level Emergency Response Plans. Our Incident Command System will complement and work in concert with the Federal, State, and Local Command Systems. Our central administrators and school building principals have completed both the IS 100 (Introduction to Incident Command) IS 362 (Multi-Hazard Emergency Planning for Schools) and IS 700 (National Incident Management System) training courses which are available on-line through the FEMA website.

Oneida-Herkimer-Madison BOCES will designate a communicable disease coordinator (administrator), for each of its schools, whose responsibilities include continuous compliance with all aspects of the school’s reopening plan, as well as any phased-in reopening activities necessary to allow for operational issues to be resolved before activities return to normal or “new normal” levels. The coordinators shall be the main contact upon the identification of cases and are responsible for subsequent communication. Coordinators shall be responsible for answering questions from students, faculty, staff, and parents or legal guardians of students regarding the public health emergency and plans implemented by the school.

School/Program	COVID-19 Coordinator/Administrator	Contact #
Career and Technology	TBD/Safety Services	315-793-8500
PTECH	Christine Warner/Safety Services	315-793-8500
Bridges/Special Education	Ellen Mahanna/Safety Services	315-793-8500
Middle Settlement Academy/STEPS/Lincoln Academy	Vincent Tripodi/Safety Services	315-793-8500

- Communication will be important throughout a pandemic outbreak. It will be necessary to communicate with parents, students, staff, and the school community. Communication methods may include; websites; school postings; general mailings; e-mails; special presentations; phones and cell phones, texting; reverse 911 systems, and the public media. Oneida-Herkimer-Madison BOCES Public Information Officer (PIO), Rebecca Neary has been designated to coordinate this effort and act as the central point for all communication. The PIO will also retain responsibility for establishing and maintaining contact with accepted media partners. The PIO will work closely with IT to assure proper function of all

communication systems. This coordination will also help assure that as many redundant communication systems as possible are available.

- OHM BOCES Website
 - Email
 - Voice/Video Messaging
 - Print copy mailings
 - All Call via Robocall System
 - Traditional Media Outlets
- Continuity of operations and business office function could be severely impacted by a loss of staff. As such, our plan will include procedures for maintaining essential functions and services. This will include:
 - Overall Operations – we have defined the following decision-making authority for Oneida-Herkimer-Madison BOCES
 1. Patricia N. Kilburn, Ed.D.
 2. Christopher Hill
 3. Scott Morris
 4. Michael Colangelo
 5. Margherita Manoiere
 - Recognizing the need for these essential individuals to have frequent communication we have established as many redundant communication systems as possible. Our primary communication will be through our normal phone system followed by hand-held radios, cell phones, e-mail, automated phone notification system.
 - The Business Office is essential for maintaining overall function and facilities operation. Back-up personnel will be important to maintain purchasing and payroll responsibilities. We have defined the following job titles for having back-up responsibility in these areas Recognizing the need for job cross-training, we have trained individuals with the following job titles
 1. Margherita Manoiere will serve as a backup for Accounting
 2. Scott Morris will serve as a backup for Treasurer
 - We have also established the ability to maintain these essential functions off-site from remote locations as follows: MORIC VPN Remote Access Account.
 - Maintenance of facilities will be difficult with a reduced or absent maintenance staff. The Director of Facilities or back-up designee will keep the business office informed of such status and of the point at which buildings can no longer be maintained. The Director of Facilities has provided building administrators with procedures for maintaining essential building functions (HVAC system operation, alarms, security, etc. along with a list of telephone numbers of outside companies and alternates for repair and maintenance of these systems). If necessary, we will pool maintenance staff to form a mobile central team to help assist in essential building function and cleaning of critical areas such as bathrooms. Teachers may be asked to assist in this effort. If necessary, we may provide spray bottle sanitizers for each classroom teacher for doorknob and desktop disinfection only. Desktops will be misted with the provided disinfectant and left to dry. *At no time will products not approved by Oneida-Herkimer-Madison BOCES be utilized.*

- Human Resources will be essential in monitoring absenteeism and assuring appropriate delegation of authority. Changes to Oneida-Herkimer-Madison BOCES policies and procedures to reflect crisis response may become necessary and will be implemented by Human Resources. The Human Resources Director has provided cross-training of staff to ensure essential functions. All school administrators, at the District Superintendent's Discretion will help develop the Plan, in conjunction with all bargaining units, for emergency use of personnel in non-traditional functions and changes in the normal work-day such as alternate or reduced work hours, working from home, etc. Working with administration and local officials, the Human Resources Department will help to decide if schools need to be closed.
- Continuity of instruction will need to be considered in the event of significant absences or school closure. Restructuring of the school calendar may become necessary. We will work closely with the New York State Education Department on this potential result throughout the crisis period. Some of the alternate learning strategies we have implemented to be used in combination as necessary include:
 - Hard copy, self-directed lessons
 - Use of mobile media storage devices for lessons (CDs, Jump Drives, iPads)
 - On-line instruction; on-line resources; on-line textbooks
 - Communication modalities for assignment postings and follow-up: telephone; Postal Service; cell phone, cell phone mail, text messages; e-mail; automated notification systems; website postings
 - Buzz LMS (Learning Management System)
 - Live Instruction via Zoom or Google Meet

(4) Obtaining and Storing Personal Protective Equipment (PPE)

PPE & Face Covering Availability:

- Oneida-Herkimer-Madison BOCES will provide employees with an acceptable face covering at no-cost to the employee and will have an adequate supply of coverings in case of replacement.
- Face coverings are meant to protect other people in case the wearer is unknowingly infected.
- Cloth face coverings are not surgical masks, respirators, or Personal Protective Equipment (PPE).
- Information should be provided to staff and students on proper use, removal, washing and disposal of face coverings.
- Face coverings are most essential in times when physical distancing is difficult.
- Procurement, other than some very basic preliminary purchases, will be done on a consolidated basis to ensure that Oneida-Herkimer-Madison BOCES is getting the most for its PPE dollars.
- Teach and reinforce use of face coverings among all staff.
- We have encouraged all staff to utilize their own personal face coverings but have secured and will provide PPE for any employee requesting such protection. Specialized PPE (N95s, face shields, gowns, gloves, etc.) may be required for specific work tasks and will be provided as deemed necessary. Those individuals that are required to wear N-95 respirators will be fit-tested and medically screened prior to use to assure they are

physically able to do so. We will work in partnership with community partners to provide this capability. Parents will also be encouraged to provide face coverings for students however, face coverings will be provided for any student that cannot provide their own.

PPE Supply Management

The Facilities Department in conjunction with School Nurses are working with programs to determine the overall PPE needs of the Oneida-Herkimer-Madison BOCES. Centralized purchasing will be used when possible.

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Disposable Face Covering Supplies					
Group	Quantity per 100 per Group	12 Week Supply 100% Attendance	12 Week Supply 50% Attendance	12 Week Supply 25% Attendance	Assumptions
Students	100 Masks per Week	13,300	6,650	333	1 Disposable Mask per Week per Student (supplements parent provided)
Teachers/Staff	500	36,000	18,000	9,000	5 Disposable Masks per Week per Teacher
Nurse/Health Staff	1000	12,000	6000	3000	10 Disposable Masks per Week per School Nurse

PPE for High Intensity Contact with Students			
Item	1 Week Supply for 1 Staff	12 Week Supply	Assumptions
Disposable Nitrile Gloves	1,500	18,000	10 per Week per Staff
Disposable Gowns	1,500	18,000	10 per Week per Staff
Eye Protection	300	N/A	2 Re-usable per Staff
Face Shields	300	N/A	2 Re-usable per Staff
Waste Disposal Medium	15	18,000	1 Unit per Staff Total
N-95 Respirators*	10	120	10 per Week per Staff

**Note: N-95 respirators are recommended only if staff will be in contact with a suspected case and/or aerosol-generating procedure. Those employees required to wear N-95 respirators will need to be fit tested and medically evaluated in order to determine if the employees are capable of wearing an N-95 respirator without impacting health.*

Response:

The District-Wide School Safety Team will meet to determine the need for activation of a pandemic response based on internal monitoring and correspondence with the Oneida County Department of Health and other experts. Each Building-Level Emergency Response Team will be informed that the Plan has been activated.

- The entire Incident Command Structure at both the District and Building level will be informed that the response effort has been enacted. These individuals will meet to discuss the Plan's activation and review responsibilities and communication procedures.
- The PIO will work closely with IT to re-test all communication systems to assure proper function. The District-Wide School Safety Team and Building-Level Emergency Response Teams will assist in this effort.
- Based on the latest information from collaboration with our partners, and to send a message consistent with public health authorities, the PIO will utilize the communication methods previously described to alert the school community of the activation of our District-Wide School Safety Plan as it specifically applies to pandemics.

- The Business Official will meet with staff to review essential functions and responsibilities of back-up personnel. Ability to utilize off-site systems will be tested. The Business Official will monitor utilization of supplies, equipment, contracts, and provided services and adjust as necessary.
- The Facility Director will meet with staff and monitor ability to maintain essential function. The Facility Director will review essential building function procedures with the Principal and command chain. Sanitizing procedures will be reviewed with teachers. The Facility Director will work closely with the Business Official or designee to implement different phases of the Plan as necessary.
- The Human Resources Director will meet with staff to review essential functions and responsibilities of back-up personnel. The Human Resources Director will monitor absenteeism to assure maintenance of the Command Structure and possible need to amend existing procedures.
- Based on recommendations from Local and State Authorities, schools may be closed. Our Plan for continuity of instruction will be implemented as previously described.
- If the decision is made to close a school building Oneida-Herkimer-Madison BOCES will notify the NYS Education Department.

(5) Preventing Spread, Contact Tracing and Disinfection Confirmed Case Requirements & Protocols

Instructional programs must be prepared for outbreaks in their local communities and for individual exposure events to occur in their facilities, regardless of the level of community transmission. CDC has provided the following decision tree to help schools determine which set of mitigation strategies may be most appropriate for their current situation:

CDC and NYSDOH Recommendations:

- Closing off areas used by a sick person and not using these areas until after cleaning and disinfection has occurred;
- Opening outside doors and windows to increase air circulation in the area.
- Waiting at least 24 hours before cleaning and disinfection. If waiting 24 hours is not feasible, wait as long as possible;
- Clean and disinfect all areas used by the person suspected or confirmed to have the communicable disease
- Once the area has been appropriately cleaned and disinfected it can be reopened for use.
- Individuals without close or proximate contact with the individual can return to the area and resume school activities immediately after cleaning and disinfection.
- Routine cleaning and disinfection should continue.

Return to School After Illness:

Schools must follow local DOH guidance for allowing a student or staff member to return to school after exhibiting symptoms. If a person is not diagnosed by a healthcare provider (physician, nurse practitioner, or physician assistant) they can return to school:

- Once there is no fever, without the use of fever reducing medicines, and they have felt well for 24 hours;
- If they have been diagnosed with another condition and have a healthcare provider written note stating that they are clear to return to school.

If a person is diagnosed by a healthcare provider based on a test or their symptoms, they should not be at school and should stay at home.

Staff Absenteeism

- All BOCES staff will contact their supervisor when they are absent due to illness. Substitutes will be provided as necessary and as requested.
- The instructional departments will develop a plan to monitor absenteeism of staff, cross-train staff, and create a roster of trained back-up staff.
- The non-instructional departments will monitor absenteeism of students and staff, cross train staff, and create a roster of trained back-up staff.

Employee Assistance Program (EAP)

- The Human Resources Department will continue to disseminate information to employees about EAP resources. EAP is a voluntary, work-based program that offers free and confidential assessments, short-term counseling, referrals, and follow-up services to employees who have personal and/or work-related problems. EAPs address a broad and complex body of issues affecting mental and emotional well-being, such as alcohol and other substance abuse, stress, grief, family problems, and psychological disorders.

Medical Accommodations

- The Human Resources Department will continue to handle medical accommodations.

Facilities: Cleaning and Sanitizing

Cleaning removes germs, dirt, and impurities from surfaces or objects. Cleaning works by using soap (or detergent) and water to physically remove germs from surfaces. This process does not necessarily kill germs, but by removing them, it lowers their numbers and the risk of spreading infection. Visibly soiled surfaces and objects must be cleaned first. If surfaces or objects are soiled with body fluids or blood, use gloves and other standard precautions to avoid coming into contact with the fluid. Remove the spill, and then clean and disinfect the surface.

Sanitizing lowers the number of germs on surfaces or objects to a safe level, as judged by public health standards or requirements. This process works by either cleaning or disinfecting surfaces or objects to lower the risk of spreading infection.

Routine cleaning of school settings includes:

- Cleaning high contact surfaces that are touched by many different people, such as light switches, handrails and doorknobs/handles
- Dust-mopping, wet-mopping and/or auto-scrubbing floors
- Vacuuming of entryways and high traffic areas
- Removing trash
- Cleaning restrooms
- Wiping heat and air conditioner vents
- Spot cleaning walls

- Spot cleaning carpets
- Dusting horizontal surfaces and light fixtures
- Cleaning spills
- Additional cleaning and disinfecting to allow for classrooms and therapy rooms that service students with complex disabilities where multiple tools are used for communication, mobility, and instruction, will occur.

Common Areas:

Smaller common areas, like kitchenettes and copy room areas, should have staggered use. If users cannot maintain six feet of distance, they shall wear a face covering. Signage has been posted in common areas to remind staff of health and safety etiquette.

Disinfecting:

Disinfecting kills germs on surfaces or objects by using chemicals to kill germs on surfaces or objects. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface after cleaning, it can further lower the risk of spreading infection.

- Cleaning and disinfection requirements from the Centers for Disease Control and Prevention (CDC) and the Department of Health will be adhered to.
- Custodial logs will be maintained that include the date, time and scope of cleaning and disinfection. Cleaning and disinfection frequency will be identified for each facility type and responsibilities will be assigned.
- Hand hygiene stations will be provided and maintained, including handwashing with soap, running warm water, and disposable paper towels, as well as an alcohol-based hand sanitizer containing 60% or more alcohol for areas where handwashing is not feasible.
- Regular cleaning and disinfection of facilities and more frequent cleaning and disinfection for high-risk areas used by many individuals and for frequently touched surfaces, including desks and cafeteria tables will be conducted.
- Regular cleaning and disinfection of restrooms will be performed.
- Cleaning and disinfection of exposed areas will be performed in the event an individual is confirmed to have a communicable disease, with such cleaning and disinfection to include, at a minimum, all heavy transit areas and high-touch surfaces.
- Although cleaning and disinfection is primarily a custodial responsibility, appropriate cleaning and disinfection supplies will be provided to faculty and staff that is approved by Oneida-Herkimer-Madison BOCES for use.
- Additional paper towel dispensers may be installed in other designated spaces.

Upon request, Facilities Services will provide approved disinfecting solutions for additional on the spot disinfecting. This should be done daily or between use as much as possible. Examples of high touch areas in schools may include, but are not limited to:

- Bus seats and handrails.
- Buttons on vending machines and elevators.
- Changing tables.
- Classroom desks and chairs.
- Door handles and push plates.

- Handles on equipment (e.g., athletic equipment).
- Handrails, ballet barres.
- Dance studio floors.
- Kitchen and bathroom faucets.
- Light switches.
- Lunchroom tables and chairs.
- Shared computers, keyboards and mice.
- Shared telephones.

Hand Sanitizing:

- Hand sanitizer dispensers will be located and installed in approved locations.
- Hand sanitizer bottles will be distributed to staff as approved for use from Oneida-Herkimer-Madison BOCES.
- Oneida-Herkimer-Madison BOCES ensures that all existing and new alcohol-based hand-rub dispensers, installed in any location, are in accordance with the Fire Code of New York State (FCNYS)

Trash removal:

- Trash will be removed daily.
- Garbage cans or process for collecting trash during lunch periods in classrooms will be increased where necessary.
- No-touch trash receptacles will be utilized, where possible.

(6) Documenting Precise Hours/Work Locations of Essential Workers

It is recognized that as the work environment changes to adapt to the emergency situation and typical work schedules are modified it can become more difficult to track employees especially if they conduct work off site or in numerous locations. The ability to identify these individuals will be extremely important if contact tracing is necessary during a communicable disease crisis. Tracking of these identified individuals will be located in the BLERP.

(7) Emergency Housing for Essential Employees

Emergency housing for essential workers is not considered to be generally required for school employees as opposed to healthcare workers and other critical care employees. However, we have canvassed local hotels/motels so we may be prepared for an unanticipated need and should be able to access the following if necessary:

1. Hampton Inn and Suites New Hartford/Utica (315-793-1600 & 315-733-1200)
2. Holiday Inn Express & Suites Utica (315-724-2726)
3. Fairfield Inn & Suites Utica (315-798-9600)
4. TownePlace Suites by Marriott New Hartford (315-732-2500)
5. Wingate by Wyndham Rome (315-334-4244)

Some Oneida County School Districts/BOCES have also established school building shelter sites across the County in cooperation with the Red Cross which may be utilized in the event of any emergency situation. If deemed necessary, school districts/BOCES will work closely with the Red Cross to determine housing options.

Recovery:

- Re-establishing the normal school curriculum is essential to the recovery process and should occur as soon as possible. We will work toward a smooth transition from the existing learning methods to our normal process. We will use all described communication methods and our PIO to keep the school community aware of the transition process.
- We will work closely with the New York State Education Department to revise or amend the school calendar as deemed appropriate.
- We will evaluate all building operations for normal function and re-implement appropriate maintenance and cleaning procedures.
- Each Building-Level Post-incident Response Team will assess the emotional impact of the crisis on students and staff and make recommendations for appropriate intervention.
- The District-Wide School Safety Team and Building-Level Emergency Response Teams will meet to debrief and determine lessons learned. Information from the PIO, Business Office, Human Resources, Facility Director, and other key team members will be vital to this effort. The District-Wide School Safety Plan and Building-Level Emergency Response Plans will be revised to reflect this.
- Curriculum activities that may address the crisis will be developed and implemented.

APPENDIX B

Description of Duties, Hiring and Screening Process, and Required Training of School Safety Personnel

The process of establishing the duties for school safety personnel shall rely on past practice, or be completed by civil service with consultation of Oneida-Herkimer-Madison BOCES, or shall be determined by Oneida-Herkimer-Madison BOCES pursuant to applicable Federal, State, County and Municipal guidance.

Oneida-Herkimer-Madison BOCES is an equal opportunity employer. The Civil Rights Act 1964 prohibits discrimination in employment because of race, sex or national origin. Public Law 90-202 prohibits discrimination because of age. Section 504 of the rehabilitation Act of 1973 prohibits discrimination on the basis of handicap.

The process of hiring hall monitors and/or school safety personnel will follow applicable Federal, State, County and Municipal laws & Guidelines. The qualifications for such positions will be established by civil service when applicable or by the Board of Education. On or after July 1st, 2001, all newly hired school personnel will be required to submit two sets of fingerprints for the purpose of background checks, consistent with the S.A.V.E. Legislation of 2000.

APPENDIX C

SRO/SPO Memorandum of Understanding (MOU)

This MOU is in process and was not available at the time of the meeting. Once made available it will be added to the DWSSP. The previous version of the MOU can be obtained by contacting Oneida-Herkimer-Madison BOCES, Safety Services at 315-793-8693.

APPENDIX D

Emergency Remote Instruction Plan (beginning 2023-2024)

This appendix addresses the 2022-2023 amendments of Sections 100.1, 155.17, and 175.5 of the Regulations of the Commissioner of Education Relating to Remote Instruction and its Delivery under Emergency Conditions, and the amendments of Sections 200.7, 200.16, and 200.20 of the Regulations of the Commissioner of Education Relating to Remote Instruction and its Delivery Under Emergency Conditions and Length of School Day for Approved School-Age and Preschool Programs Serving Students with Disabilities

INTRODUCTION

The Oneida-Herkimer-Madison BOCES developed the following Emergency Remote Instruction Plan to address the instruction of students if extraordinary circumstances prevent students and staff from physically attending school. The Emergency Remote Instruction Plan meets the requirements of New York State Education Commissioner's Regulations for inclusion in the 2023-2024 District-Wide School Safety Plan. Additionally, the plan adheres to guidance set forth in the following Cooperative Board policies: [Staff Use of District Technology and Student Use of District Technology; Code of Conduct].

BACKGROUND INFORMATION

The NYS Education Department (NYSED) authorized a "snow day pilot" program during the Covid-19 pandemic 2020-2021 and 2021-2022 school years. This program allowed school districts to deliver instruction remotely on days in which they would otherwise have closed due to an emergency.

To give districts greater predictability, in September 2022, the NYSED Board of Regents amended section 175.5(e) of the Commissioner's regulations to codify this flexibility. Districts that would otherwise close due to an emergency may, **but are not required to**, remain in session and provide instruction through remote learning and count these instructional days towards the annual hours requirement for State Aid purposes. Instruction must be provided to all students and be consistent with the definition of remote instruction, as explained below. In addition, beginning with the 2023-2024 school year, such instruction must be consistent with the school district's Emergency Remote Instruction Plan.

NYSED also amended section 155.17 of the Commissioner's regulations to require public schools, BOCES, and county vocational education and extension boards amend their District-wide School Safety Plans to include plans for remote instruction beginning with the 2023-2024 school year. This gives the public an opportunity to provide feedback on such plans for remote instruction prior to their adoption. The Emergency Remote Instruction Plan must include the methods that the school district will ensure the availability of: devices; internet access; provision of special education and related services for students with disabilities; the expectations for time spent in different remote modalities.

Such plans also require that each chief executive officer of each educational agency located within a public school district report information on student access to computing devices and access to the internet each year.

NYSED additions to section 100.1 of the Commissioner's regulations define the term "remote instruction." This definition identifies various ways in which remote instruction may be delivered, but which must include, in all situations, regular and substantive teacher-student interaction with an appropriately certified teacher.

The NYS Board Regents adopted the amendments noted above that became effective as a permanent rule on September 28, 2022.

Sections 200.7, 200.16, and 200.20 of the Regulations of the Commissioner of Education were amended, and became effective September 13, 2022, and December 12, 2022, as an emergency action for the preservation of the general welfare to permit approved special education providers to provide remote instruction in the 2022-2023 school year on days they would otherwise close due to an emergency and to count such instructional days towards 14 minimum requirements and to identify the ways in which such remote instruction may be delivered. These amendments relate to remote instruction and its delivery under emergency conditions for students in approved private schools for the education of students with disabilities, state-supported schools, state-operated schools, and approved preschool special education programs. These updated regulations now provide the same flexibility for remote instruction under emergency conditions that was given to school districts. The effective date of the final rule was January 25, 2023.

REMOTE INSTRUCTION

The Commissioner's regulations define remote instruction as "instruction provided by an appropriately certified teacher, or in the case of a charter school an otherwise qualified teacher pursuant to Education Law §2854(3)(a-1), who is not in the same in-person physical location as the student(s) receiving the instruction, where there is regular and substantive daily interaction between the student and teacher." For the purpose of this plan, remote instruction means the instruction occurring when the student and the instructor are in different locations due to the closure of one or more of the district's school buildings due to emergency conditions as determined by the District Superintendent. Emergency conditions include, but are not limited to, extraordinary adverse weather conditions, impairment of heating facilities, insufficient water supply, prolonged disruption of electrical power, shortage of fuel, destruction of a school building, shortage of transportation vehicles, or a communicable disease outbreak, and the school district would otherwise close due to such an emergency.

UNSCHEDULED SCHOOL DELAYS AND EARLY RELEASES

Instructional hours that a school district scheduled but did not execute, either because of a delay to the start of a school day or an early release, due to emergency conditions, may still be considered as instructional hours for State aid purposes for up to two instructional hours per session day, provided the School Superintendent certifies such to NYSED, on the prescribed

NYSED form, that an extraordinary condition existed on a previously scheduled session day and that school was in session on that day (NYSED Part 175.5).

The Emergency Remote Instruction Plan shall identify various ways in which instruction may be delivered, including synchronous and asynchronous instruction. In all situations, remote instruction requires regular and substantive teacher-student interaction with an appropriately certified teacher.

Synchronous instruction engages students in learning in the direct presence (remote or in-person) of a teacher in real time. During remote instruction, students and teachers attend together from different locations using technology. Asynchronous instruction is self-directed learning that students engage in learning without the direct presence (remote or in-person) of a teacher. Students access class materials during different hours and from different locations. During an emergency closing, synchronous instruction is the preferred method of instruction, whereas asynchronous instruction is considered supplementary instruction.

ENSURING ACCESSIBILITY AND AVAILABILITY (INTERNET, COMPUTERS/DEVICES)

The Oneida-Herkimer-Madison BOCES shall survey families to find out who has a reliable high-speed internet connection. A survey conducted in 2020 identified families who live in the district that do not have access, therefore remote learning is a challenge, if not impossible, for these students. Since 2020, every student who enrolls in the district provides information on internet access and computer accessibility. All survey information is stored and available in the main office of each program. When students do not have internet access, the district works with the families to develop a plan to provide instructional materials for them as well as a process for recording attendance and grading. The district works with the community to provide locations where internet access could be used if they are able to use these locations.

Commissioner’s regulation 115.17(f) outlines the annual data collection that districts must submit to SED every year by June 30. It requires the school district to survey families regarding internet and device access at the student’s place(s) of residence. The chief executive officer (District Superintendent) shall survey students and parents and persons in parental relation to such students to obtain information on student access to computing devices and access to internet connectivity.

Oneida-Herkimer-Madison BOCES EMERGENCY CLOSURE REMOTE LEARNING PLAN

<p>POLICIES</p>	<p>The plan adheres to guidance set forth in the following Cooperative Board policies: <u>AR 8330.3 Staff Use of District Technology and Student Use of District Technology; 5300 Code of Conduct</u>].</p>
<p>INTERNET AND DIGITAL ACCESS AND DEVICE</p>	<p>The school district provides all students in grades K-12 access to a personal computing device. In the event of an emergency, closing provisions will be made to the greatest extent possible to ensure that all students have their device at home for instruction.</p>

	<p>The school district participates fully in the SED Digital Access Survey along with locally developed surveys to assess how many students have internet access at home. The district provides hotspots to any families that indicate a need for reliable internet to facilitate access to learning at home.</p> <p>All faculty should have an alternative general activity for students in the instance that widespread power outages or other disruptions to connectivity occur preventing synchronous connection. If students lose connectivity, then the expectation is they will complete the alternate assignment provided.</p>
<p>PEDAGOGY</p>	<p>All teachers in grades K-12 will use [Buzz, Google Classroom] as their primary instructional platform.</p> <p>Several district provided instructional technology software programs are available to support instruction along with a wide array of other resources curated by faculty. Teachers will utilize these programs to differentiate instruction, accessing a variety of delivery methods that best suit their course, grade level, and teaching style. The instructional approach may include a combination of:</p> <p><u>Synchronous “Live” Instruction</u> - Using [Zoom, Google Meet] along with other digital platforms, teachers will deliver real time instruction to a full group or subset of students. Teachers may incorporate asynchronous or project based opportunities within this model.</p> <p><i>Teachers will make personal connections with all students during scheduled class times via [Zoom, Google Meet]. These connections will allow teachers to take attendance, introduce new content or skills and will allow students to connect with their teachers and peers in order to be guided through lessons, ask questions, and maintain personal relationships. The duration of these synchronous connections depends on the grade level and daily instructional plan but should be the primary mode of instruction and substantial enough to guide learning.</i></p> <p><u>Authentic Independent Instruction</u> - Using a variety of methods, teachers will engage students in high quality learning activities. These activities must engage students in the learning process. Teachers will provide assistance to students in this mode of instruction through asynchronous and synchronous methods outlined above.</p>
<p>STUDENT EXPECTATIONS</p>	<p>All students will receive information on how to access course material and instruction from their teachers. Students are expected to follow all</p>

	<p>directions and requests to participate in instruction to the fullest extent possible. During synchronous instruction students are expected to be school ready. This includes being on time for class, engaging fully through video and audio as directed by their teacher, and presenting themselves in a manner that is in accordance with school expectations.</p> <ul style="list-style-type: none"> • All students are expected to practice appropriate digital etiquette and responsible behavior during assigned [Zoom, Google Meets]: <ul style="list-style-type: none"> ◦ Mute yourself on meets as directed by your teacher ◦ Cameras are to be kept on during classroom meets unless directed specifically by your teacher to do otherwise. • Students are expected to work in an appropriate setting when participating remotely / on-line. Work places include a desk, table, kitchen counter, etc... Other locations are not appropriate or acceptable. • Student dress must be appropriate in all platforms - the Student Dress Code section of the Student Handbook / Code of Conduct applies to students in all platforms. <p>If there are any circumstances preventing full and appropriate participation the student should let the teacher know. As this is a required attendance day, students must fulfill expectations for satisfactory participation as determined by their teacher.</p>
<p>DAILY SCHEDULE</p>	<p>The virtual day will follow the same schedule framework as the HS, MS and Elementary School to which the student is assigned. As with all school schedules, appropriate breaks will be included in the daily schedule for students and faculty, including time for lunch. Students will attend all assigned classes at their scheduled time. The method of instructional delivery will vary to facilitate appropriate screen time per age level within these parameters.</p>
<p>COMMUNICATION PROTOCOL: INTERVENTION</p>	<p>Teachers will follow the same communication protocols that are established in school for addressing areas of academic or behavioral need. This includes a combination of email, phone calls, and academic/behavioral referrals to the administration. All effective strategies should be accessed to maintain effective communication.</p>
<p>SPECIAL SERVICES</p>	<p>School districts are required to implement supports, services and accommodations, as indicated in students' IEPs or 504 Accommodation Plans, to the best of their ability. NYSED recognizes that there may be limitations to implementing certain services or accommodations through remote instruction and as a result, encourages districts to apply a "lens of reasonableness" to their approach.</p>

<p>NON- INSTRUCTIONAL SERVICES</p> <ul style="list-style-type: none"> • FOOD SERVICE • MAINTENANCE • CUSTODIAL • CLERICAL/ ADMINISTRATIVE SUPPORT 	<p>When a school district is in remote session, non-instructional services may still be required to report to work to perform critical services related to their area of expertise. In the event that the change to remote instruction is due to a snow or other weather emergency, such change will likely impact transportation and other critical services. Decisions whether or not non-instructional employees should report to work will be made and communicated in real time by the appropriate supervisor or administrator based on whether services can be provided in a safe and efficient manner.</p>
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NYSED Plan Requirements

1. Policies and procedures to ensure computing devices will be made available to students or other means by which students will participate in synchronous instruction;
2. Policies and procedures to ensure students receiving remote instruction under emergency conditions will access internet connectivity;
3. Expectations for school staff as to the proportion of time spent in synchronous and asynchronous instruction of students on days of remote instruction under emergency conditions with an expectation that asynchronous instruction is supplementary to synchronous instruction;
4. A description of how instruction will occur for those students for whom remote instruction by digital technology is not available or appropriate;
5. A description of how special education and related services will be provided to students with disabilities and preschool students with disabilities, as applicable, in accordance with their individualized education programs to ensure the continued provision of a free appropriate public education; and
6. For school districts that receive foundation aid, the estimated number of instructional hours the school district intends to claim for State aid purposes for each day spent in remote instruction due to emergency conditions pursuant to section 175.5 of this Chapter.

INSTRUCTIONAL HOURS FOR STATE AID AND REPORTING REQUIREMENTS

Pursuant to Section 175.5 of Education Law the school district may decide to transition to remote instruction in the event emergency conditions dictate the closure of the PreK through Grade 12 facilities. Under the provisions of New York State Education Law and the District Emergency Remote Instruction Plan any instruction sessions provided during the closure of the school facilities are counted towards annual hour requirements for meeting 180 days required for State financial aid.

Annual Hourly Requirements for the purpose of apportionment of State Aid (for districts receiving foundation aid) are noted below:

- 450 instructional hours for pupils in half-day kindergarten
- 900 instructional hours for pupils in full-day kindergarten and grades one through six
- 990 instructional hours for pupils in grades seven through twelve

The district estimates the number of instructional hours it intends to claim for State aid purposes for each day spent in remote instruction due to emergency conditions from a minimum of 1 remote instruction day due to emergency conditions, up to the full year's annual hourly requirement. A district remote instructional day is the same number of hours as an in-person instructional day. The actual hours of the instructional day shall be discussed each spring during building council.

For example, if the school district has three (3) remote instructional days in a school year, then it will claim an estimated total hours for State Aid purposes due to emergency conditions as follows:

1. Grades K-5: 6 hours, 15 minutes X 3 days = 18 hours, 45 minutes
2. Grades 6-8: 6 hours, 36 minutes X 3 days = 19 hours, 48 minutes
3. Grades 9-12: 6 hours, 35 minutes X 3 days = 19 hours, 45 minutes
4. **For a district-wide estimated total of 58 hours, 18 minutes]**

TRANSPORTATION

When a school district is in remote session, pupil transportation must be provided to students attending religious and independent schools, charter schools or students whose individualized education program (IEP) have placed them out of district. In the event that the change to remote instruction is due to a snow or other weather emergency, such change will likely impact transportation for students attending school outside of the district. Decisions not to transport need to be based on real-time information relevant to the safety of students, staff and vehicles. School districts and religious and independent schools, charter schools and other programs are encouraged to work together to ensure continuity of education while ensuring that transportation can be provided in a safe and efficient manner.

REPORTING

IMMEDIATELY

Whenever a school building must close to instruction due to the activation of its District-wide School Safety Plan or Building-level Emergency Response Plan, a *Report of School Closure* must be submitted to the Commissioner of Education by the School Superintendent as required under CR 155.17(f) via the NYSED Report of School Closure portal. Even when remote instruction is provided during an emergency closure, a *Report of School Closure* must be submitted. This also applies when instruction can be delivered in an interim location or via another instructional modality.

When it is determined that it is safe to re-open a school building after an emergency closure, the School Superintendent must notify the Commissioner by completing a corresponding *Report of School Re-Opening*, via the NYSED Report of School Re-Opening portal.

The *Report of School Closure* is intended to provide immediate notification to the Commissioner regarding an emergency closure. The *Report of School Re-Opening* notifies the Commissioner of the re-opening and also collects the actual duration of the closure, the location and modality of instruction, and detailed information that may not have been available at the time of the closure.

Reasons for building closures may include, but are not limited to, natural disasters, power outages, instances of infectious disease, extraordinary adverse weather conditions and threats of violence. It is no longer required to submit a *Report of School Closure* for routine snow days.

ANNUALLY BY JUNE 30TH

The School Superintendent shall notify the NYSED Commissioner the results of the survey on student access to computing devices and access to internet connectivity through the Student Information Repository System (SIRS) every year by June 30th.

END OF THE SCHOOL YEAR

The school district shall report Emergency Remote Instruction through the State Aid Management System at the end of the school year. After the close of the school year starting with the ending of 2023-2024, the School Superintendent reports remote instructional days under emergency conditions through the State Aid Management System, and certifies this at the time NYSED's *Form A* is submitted as part of other required certifications. Using the NYSED prescribed form, the School Superintendent certifies to NYSED:

- That an emergency condition existed on a previously scheduled session day and that the school district was in session and provided remote instruction on that day;
- How many instructional hours were provided on such session day; and
- Beginning with the 2023- 2024 school year, that remote instruction was provided in accordance with the district's Emergency Remote Instruction Plan.

COOPERATIVE BOARD APPROVAL

As part of the District-wide School Safety Plan, the school district's Cooperative Board shall make the Emergency Remote Instruction Plan available for public comment and public hearing for no less than thirty days (30) prior to adoption. The plan must be adopted as part of the District Wide School Safety Plan annually prior to September 1st and posted on the district website in a conspicuous location.

SUPPORT FOR STUDENTS WITH DISABILITIES DURING EMERGENCY CLOSING VIRTUAL INSTRUCTION

School districts are required to implement supports, services and accommodations, as indicated in students' IEPs or 504 Accommodation Plans, to the best of their ability, when providing virtual instruction.

Special education teachers who provide direct/indirect consultant services will initiate outreach to their students' general education teacher(s) to collaborate on instructional modalities and any necessary accommodations or modifications required of assignments or assessments for the day.

Special education teachers who teach resource room, self-contained special classes either content specific or specialized programs, should follow the same guidance and expectations as classroom teachers in regards to pedagogy, content, class meetings, and flexibility.

Teaching assistants are available for instructional support by way of participating in class meetings, keeping up on classroom assignments and expectations, and serving as additional academic support.

Related service providers are to provide "tele-therapy" services, to the best of their ability. Related service providers are expected to adhere to similar guidelines as other professionals in regard to student and teacher work at home, communication, and flexibility and they will use the students' IEPs to determine an appropriate/reasonable level of communication and support.

Documentation Requirements: Special education personnel are expected to document all supports and services provided to students during this time. Document the manner, means, duration of time, follow up efforts, etc. IEP progress monitoring is required to be collected and reported to parents following the schedule listed on students' IEPs. Medicaid session notes continue to be a requirement for eligible related service providers. Special education teachers/service providers are responsible to hold any virtual professional meetings already scheduled on a day that becomes a virtual instruction day.



Oneida-Herkimer-Madison BOCES

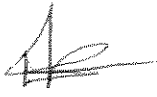
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VII D. 2.
Approval Jefferson-Lewis-Hamilton-
Herkimer-Oneida BOCES Lease Agreement
2023-2024
August 9, 2023


MEMORANDUM

To: Cooperative Board

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

Date: July 13, 2023

Subject: Approval of Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES
Lease Agreement 2023-2024

Prepared By: Scott Morris 

Background:

New York State has established Regional Special Education Technical Assistance Support Centers in each Joint Management Team (JMT) area in the state. The Support Centers employ individuals with skills to support school districts that have been identified as districts with a high level of children with unique special education needs. In our JMT, the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES has been designated as the lead agency for the Support Center.

Discussion:

As the geographical area under the jurisdiction of the lead agency is quite large, the individuals employed by the Support Center are housed in various locations in order to better facilitate serving designated school districts. Oneida-Herkimer-Madison BOCES has been asked by the lead agency to house a staff member who serves our designated districts. The Jefferson-Lewis BOCES has developed, in conjunction with administration at Oneida-Herkimer-Madison BOCES, a lease agreement to compensate Oneida-Herkimer-Madison BOCES for housing the Support Center staff at the Oneida-Herkimer-Madison BOCES, New Hartford location. Attached is a lease agreement for the period of July 1, 2023 through June 30, 2024. The agreed upon rent is \$10,000.

Recommendation:

It is recommended that the Oneida-Herkimer-Madison BOCES Cooperative Board approve the attached lease agreement for the 2023-2024 school year in the amount of \$10,000.

Resolution:

That the Oneida-Herkimer-Madison BOCES Cooperative Board approve the attached lease agreement for the 2023-2024 school year in the amount of \$10,000.

SM:ld
Attachment

**Lease Agreement
2023-2024**

INDENTURE OF LEASE made July 1, 2023 between **ONEIDA-HERKIMER-MADISON BOCES**, with district offices at 4747 Middle Settlement Road, New Hartford, N.Y. 13413 (“Landlord”) and **JEFFERSON-LEWIS-HAMILTON-HERKIMER-ONEIDA BOCES**, 20104 St. Rt. 3, Watertown, N.Y. 13601, (“Tenant”).

Article 1 Demised Property

1.1 Demised Property. Landlord hereby leases to Tenant and Tenant hereby leases from landlord 250 square feet of office space at Oneida-Herkimer-Madison BOCES.

Article 2 Term

2.1 Term. The Term of this Lease shall be for a period of one (1) year. The Lease term shall commence on **July 1, 2023** and terminate on **June 30, 2024**.

Article 3 Rent

3.1 Rent. The Tenant covenants and agrees to pay Landlord, as rent for the Property during the Term of the Lease, the sum annual of **Ten Thousand Dollars and Zero Cents (\$10,000.00); payable as parties agree**. This sum annual is inclusive of all phone, internet, work orders, mailings, and photocopy charges.

3.2 The payable for the 2023-2024 school year is **\$10,000.00**.

3.3 Security Deposit. The Tenant is not required to tender a security deposit. However, Tenant shall surrender the Property at the termination of the Lease in good condition, excepting normal wear and tear. Tenant shall be responsible for all damages to the Property in excess of normal wear and tear.

Article 4 Approval

4.1 Compliance with Requirements. Tenant shall promptly procure, maintain and comply with all permits, licenses and other authorizations required for the Tenant’s use of the Property and the lawful operation, maintenance, and repair of the Property or any part thereof. Tenant will not do any act or thing which constitutes a public or private nuisance.

4.2 Approval. This Agreement is subject to the approval of the New York State Department of Education.

Article 5 Liens

Article 5 Liens

- 5.1 Covenant against Liens. If because of any act or omission of Tenant, any mechanic's lien or other lien, charge, or order for the payment of money is filed against any portion of the Property, Tenant shall, at its expense, cause the lien or liens to be discharged of record or bonded within ninety (90) days after they receive written notice from the Landlord of the lien filing.
- 5.2 Removal of Liens. If Tenant fails to cause the liens to be discharged of record or bonded within the required 90-day period, unless their validity is contested by the Tenant, or to satisfy them within sixty (60) days after any final (non-appealable) judgment in favor of the lien holders, Landlord may cause the liens to be discharged. All payments by Landlord have liens discharged shall constitute rent payable to them by the Tenant.

Article 6 Maintenance

- 6.1 Routine Maintenance of Property. Landlord is responsible for routine maintenance/cleaning of the interior of the Property (custodial services). Tenant shall keep the Property in good order and condition (excepting ordinary wear and tear or damage caused by casualty or a taking).
- 6.2 Alterations and Additions. Tenant shall not make or permit to be made any alterations, improvements, or additions to the Property or any part thereof without Landlord's prior written consent, and only if they are made in accordance with all applicable laws. All such alterations, improvements, and additions shall immediately be deemed to have attached to the freehold and to have become Landlord's property, and shall remain for their benefit upon the expiration or sooner termination of this Lease, in as good order and condition as they were when installed, reasonable wear and tear expected. All alterations/additions shall be at the expense of the Tenant unless otherwise specified herein.
- 6.3 Maintenance of Structure. Landlord shall be responsible for all structural repairs due to damages not caused by Tenant. The structure includes, but it not limited to, the roof, plumbing, structural walls, flooring, foundation and electrical system. Said repairs shall be commenced and completed within a reasonable time. In the event that the repairs cause any portion of the Property to be unsuitable for occupancy by the tenant, the rent due to Landlord shall be abated according to Article 15.15 of this agreement. If activity of Tenant directly causes structural damages, Tenant shall be responsible for the cost of said repair. However, if damage is the result of decay or failure caused by age or other occurrence, Landlord shall be responsible for said repair. If Landlord fails to perform the maintenance and/or repair called for by this agreement, Tenant may either cure such breach and deduct the cost there from rent subsequently becoming due hereunder, or terminate this Lease by giving thirty (30) days notice to the Landlord. If Tenant elects termination, this Lease and all Tenant's obligations shall terminate on the data fixed in such notice unless Landlord has cured such default prior thereto.

Article 7 Indemnification

- 7.1 Tenant's Exoneration of Landlord. Tenant shall be liable and hold harmless Landlord for all injuries or damages to persons on the Demised Property only arising from or connected with the Tenant's use of the Property during the term.
- 7.2 Landlord's Exoneration of Tenant. Landlord shall be liable and hold harmless Tenant for all injuries or damages to person or property occurring within the leased Property resulting from its acts of negligence or intent or that of its agents, servants or employees.

Article 8 Notices

- 8.1 Any notice, request, demand, approval, consent, or other communication with Landlord or Tenant is required or permitted to give the other party shall be in writing and mailed to such party of the address specified at the beginning of this Lease. Such notice shall be deemed mailed when it is deposited in the United States mail, postage prepaid.

Article 9 Insurance

- 9.1 Insurance. Tenant will maintain business comprehensive general public liability insurance against claims for bodily injury, death, illness or property damage arising out of the use, occupancy, repair or alteration of the Property by the Tenant of not less than \$1,000,000.00. Tenant shall name Landlord as "additional loss insured" on said policy.
- 9.2 Casualty and Fire Insurance. Landlord will maintain Casualty and Fire Insurance throughout the term of the Lease insuring against loss or damage to the Property by fire or other disaster. Tenant will not be named as insured under any of said policies. Landlord shall not carry insurance covering Tenant's personal property nor shall Landlord be responsible for any loss of personal property suffered by Tenant.
- 9.3 Insurance Certificate. Tenant shall deliver to Landlord, promptly after this Lease commences, insurer's certificates evidencing all insurance that Tenant must maintain under this Lease, and, within thirty (30) days before any such insurance expires, other certificates evidencing its renewal.

Article 10 Purpose

- 10.1 Purpose. Tenant shall use the Property for instructional purposes under jurisdiction of BOCES.

Article 11 Assignment, Subletting

- 11.1 Assignment. Tenant shall not assign this Lease. Furthermore, Tenant may not mortgage, pledge or other encumber its interest in the Lease.

11.2 Subletting. Tenant shall not sublet the Property.

Article 12 Surrender

12.1 Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Property to the Landlord in good order and condition, except for ordinary wear and tear. Tenant shall remove from the Property on or prior to the expiration or earlier termination all of its personal property situated thereon and shall repair any damages caused by the removal. Personal property not so removed shall become the property of Landlord.

Article 13 Events of Default, Remedies

13.1 Tenant and Landlord shall be in default of this Agreement if they fail to adhere to any of its terms or perform any of its obligations.

Article 14 Amendments

14.1 Amendments. This Lease may not be amended, modified, nor may any obligation under it be waived orally. No amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Article 15 Miscellaneous

15.1 Binding effect. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

15.2 Relationship of parties. Landlord and Tenant shall not be considered or deemed to be joint ventures or partners, and neither shall have the power to bind or obligate the other except as set forth herein.

15.3 Governing law. This Lease shall be construed in accordance with and governed by the laws of the State of New York.

15.4 Nov-Waiver. No delay or failure by either party to exercise any right under this Lease, and no partial or single exercise of that right under Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

15.5 Plowing. The Landlord shall be responsible for snow removal for all parking and common areas considered part of the Property.

15.6 Trash removal. The Landlord shall be responsible for the power and lawful containment and disposal of all trash.

- 15.7 Taxes and Assessments. The Landlord shall be responsible for the payment of all taxes and assessments levied against the Property.
- 15.8 Water and Sewer. The Landlord shall be responsible for the costs of water and sewer services.
- 15.9 Heat. The Landlord shall be responsible for heating and cost thereof.
- 15.10 Electricity and Other Utilities. The Landlord shall be responsible for all electric and any other utility bills charged to the Property.
- 15.11 Furniture. Landlord shall provide regular classroom furniture and access to audio visual equipment if requested by Tenant.
- 15.12 Right of Entry. Landlord and its representatives may enter the Property at any reasonable time in order to inspect the Property, perform any work made necessary by reason of Tenant's default, exhibit the Property for sale, lease, or mortgage financing, or to perform any obligation imposed by this Agreement.
- 15.13 Education Law. This Lease is subject to section 1950 of the Education Law of the State of New York.
- 15.14 Property damage/destruction. In case the Premises, during the term, shall be destroyed or damaged by fire or other unavoidable casualty so that the same shall be thereby rendered unfit for the Tenant in its business or in the case the Tenant shall be prevented from using said Premises of any action on the part of town or state officers through no fault, neglects or willful act of its own or its agents, servants or employees then all the rent herein before reserved, or a just proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until the same Premises shall have been put in proper condition for use by the Tenant in its said business, or until the Tenant is permitted to resume the use thereof by said town or state officers. In case of fire, the Tenant shall give immediate notice thereof to the Landlord, who shall thereupon cause the damage to be repaired with all convenient speed. If the Property be so damaged that the Landlord shall decide not to rebuild or if the Property cannot be rebuilt or repaired within 30 days, the term hereby created shall cease, and the accrued rent be paid up to the time of the fire, or refunded to the Tenant for such period beyond the time of the fire as it may have paid the same. In the event that the parties cannot agree to either the amount of damage and or abatement, the parties agree to select an independent adjuster as arbitrator to decide the issue and that the decision of the adjuster shall be binding and final absent fraud by either party.
- 15.15 Parking. Off street parking spaces shall be provided to Tenant at no additional charge.
- 15.16 Inspection. Landlord and its representatives may enter the Demised Property at any reasonable time in order to inspect the Property, perform any work made necessary by

reason of the terms herein or to, at appropriate times, exhibit the Property for sale, lease or mortgage financing.

15.17 Quiet Enjoyment. So long as Tenant pays the rent reserved under this Lease and it fulfills its obligations hereunder, the Tenant shall peaceably hold and quietly enjoy the Leased Property without interruption by the Landlord or the mortgagee, or any other person, firm or corporation claiming under either of them.

15.18 Entire Agreement. This Lease constitutes the entire agreement between the parties. There are no oral understanding, promises, warranties or representations which have not been included in the Agreement and any modifications thereto shall be mutually agreed upon in writing.

IN WITNESS WHEREOF, Landlord and Tenant have executed triplicate counterparts of this Lease Agreement as of the day, month and year first above shown.

Oneida-Herkimer-Madison BOCES, Landlord

By: _____
President, BOCES Board

**Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES,
Tenant**

By: _____
President, BOCES Board

STATE OF NEW YORK)
)S.S:
COUNTY OF _____)

On the _____ day of _____, _____,
before me personally came _____, to me known, who,
being by me duly sworn, did depose and say that he/she resides in _____,
New York; that he/she is the President of the **Oneida-Herkimer-Madison BOCES**, the entity
described in and which executed the above instrument; and that he/she signed his/her name
thereto by order of the Board of said **Oneida-Herkimer-Madison BOCES**, upon a duly
authorized and conducted vote of its members.

NOTARY PUBLIC

On the _____ day of _____, _____,
before me personally came _____, to me known, who,
being by me duly sworn, did depose and say that he/she resides in _____,
New York; that he/she is the President of the **Jefferson-Lewis-Hamilton-Herkimer-Oneida**
BOCES, the entity described in and which executed the above instrument; and that he/she signed
his/her name thereto by order of the Board of said **Jefferson-Lewis-Hamilton-Herkimer-**
Oneida BOCES, upon a duly authorized and conducted vote of its members.

NOTARY PUBLIC



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*
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smorris@oneida-boces.org

VII D. 3.
Approval of CTE Equipment Reserve/
Purchases
August 9, 2023


MEMORANDUM

To: Cooperative Board

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

Date: July 19, 2023

Subject: Approval of CTE Equipment Reserve/Purchases

Prepared By: Scott Morris 

Background:

At the April 9, 2008 Board meeting, the Cooperative Board approved the establishment of a CTE Equipment Reserve. The establishment of the reserve was subsequently approved by a majority of the component districts as required under Education Law. Funds in the reserve can be used for the purchase of equipment for the CTE programs. Approval from SED is required for purchases with a cost that exceeds \$5,000.

Discussion:

The long-range plan is to utilize funds from the reserve annually and also continue to transfer funds into the reserve for its long-term sustainability. Through meetings with CTE Principal, David Stayton, and Assistant Superintendent for Instructional Programs and Professional Learning, Christopher Hill, a list of eligible items to purchase has been prioritized. The following items have been approved by SED for purchase from the CTE Reserve: 1) New Holland Workmaster Compact Tractor (Program – Agriculture, Estimated Cost \$29,498.64) 2) Miller Syncrowave TIG Welder Qty 4 (Program – Welding, Estimated Cost \$45,827.40) 3) Lincoln Precision TIG Welder Qty 3 (Program – Welding, Estimated Cost \$33,255.72) 4) Bariatric Nursing Manikin

(Program – Nursing, Estimated Cost \$11,995.50) Estimated total cost is \$120,577.26.

Recommendation:

It is recommended that the Cooperative Board approve the above listed purchases from the CTE Equipment Reserve.

Resolution:

That the Cooperative Board approve the purchase from the CTE Equipment Reserve of the following: 1) New Holland Workmaster Compact Tractor (Program – Agriculture, Estimated Cost \$29,498.64 2) Miller Syncrowave TIG Welder Qty 4 (Program – Welding, Estimated Cost \$45,827.40) 3) Lincoln Precision TIG Welder Qty 3 (Program – Welding, Estimated Cost \$33,255.72) 4) Bariatric Nursing Manikin (Program – Nursing, Estimated Cost \$11,995.50) Estimated total cost is \$120,577.26.



Oneida-Herkimer-Madison BOCES


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VII D. 4.
Approval of CTE Equipment Reserve
Replenishment
August 9, 2023


MEMORANDUM

To: Cooperative Board

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

Date: July 19, 2023

Subject: CTE Equipment Reserve Replenishment

Prepared By: Scott Morris 

Background:

At the April 9, 2008 board meeting, the Cooperative Board approved the establishment of a CTE Equipment Reserve. The establishment of the reserve was subsequently approved by a majority of the component districts as required under Education Law. The reserve may be funded up to a level of 20% of the current CTE budget but may not exceed \$2 million.

Discussion:

The long-range plan is to utilize funds from the reserve annually and also continue to transfer funds into the reserve for its long-term sustainability. Annual transfers into the reserve are limited to the depreciation calculated on equipment utilized in CTE programs. For 2022-23 the depreciation calculated was \$131,876.28.

Recommendation:

It is recommended that the Cooperative Board approve the transfer of \$131,876.28 into the CTE Reserve effective June 30, 2023.

Resolution:

That the Cooperative Board approve the transfer of \$131,876.28 into the CTE Reserve effective June 30, 2023.



Oneida-Herkimer-Madison BOCES


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VII D. 5.
Approval of Use of Funds from Unemployment
Payment Insurance Reserve
August 9, 2023


MEMORANDUM

To: Cooperative Board

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

Date: July 20, 2023

Subject: Approval of Use of Funds from Unemployment Payment
Insurance Reserve

Prepared By: Scott Morris 

Background:

The Oneida-Herkimer-Madison Cooperative Board established the Unemployment Payment Insurance Reserve in accordance with General Municipal Law Section 6-m for the purpose of stabilizing budgetary needs to pay unemployment claims.

Discussion:

Funds held in the Unemployment Payment Insurance Reserve may be used to pay for unemployment claims if the employer has elected the "benefit reimbursement" method in lieu of contributions to the unemployment insurance fund.

Recommendation:

For the 2022-2023 fiscal year unemployment claims of \$13,523 were incurred by Oneida-Herkimer-Madison BOCES. It is recommended that the Cooperative Board approve the payment of the unemployment claims with funds provided by the Unemployment Payment Insurance Reserve.

Resolution:

Resolved that the Cooperative Board of the Oneida-Herkimer-Madison BOCES approve expending \$13,523 from the Unemployment Payment Insurance Reserve for unemployment claims incurred during the 2022-2023 fiscal year.



Oneida-Herkimer-Madison BOCES


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

VII D. 6.
Approval of Food Service Program
Start Up Cash
August 9, 2023


MEMORANDUM

To: Cooperative Board

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

Date: July 17, 2023

Subject: Approval of Food Service Program Start Up Cash

Prepared by: Scott Morris 

Background:

During the internal audit from Questar this past year, it was recommended that the start-up cash in each cash register in our component district be approved by the OHM BOCES Cooperative Board each year. Previously, start-up money was kept year to year in the Food Service office safe.

Discussion:

There are 55 cash registers throughout the OHM BOCES Food Service Program. We request the withdrawal of \$50 for each register, a total of \$2,750.

Per Drawer	number	amount
Penny	2 rolls	\$1.00
Nickel	1 roll	\$2.00
Dime	1 roll	\$5.00
Quarters	2 rolls	\$20.00
Ones	22	\$22.00
Total per drawer		\$50.00
Total requested	55 drawers x \$50/drawer	Grand Total \$2,750

This money will be signed for by each kitchen manager, and the same amount returned and deposited in June, 2024. We will evaluate the amounts per drawer, and request start-up funds accordingly during the reorganization meeting in 2024.

Recommendation:

It is recommended that the Cooperative Board approve the withdrawal of \$2,750 from the School Food Service account to be used as start-up cash.

Resolution:

That the Cooperative Board approve the withdrawal amount of \$2,750 from the School Food Service account to be used as start-up cash.




Oneida-Herkimer-Madison BOCES

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

MEMORANDUM


VII D. 7.
Approval of Timothy School/TIM
Academy Contract 2023-2024
August 9, 2023

To: Cooperative Board

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

Date: July 19, 2023

Subject: Approval of Timothy School/TIM Academy Contract 2023-2024

Prepared By: Christopher Hill 
Ellen Mahanna

Background:

The Oneida-Herkimer-Madison BOCES has entered into contractual agreement with the Timothy School/TIM Academy consultative services for many years for services at the Special Education (BRIDGES) program. The contract is to continue training to focus on the special education programs for improved instructional techniques and strategies along with learning the necessary behavior management techniques that work with this population of students with such unique and varied needs.

Discussion:

The contract agreement for 2023-2024 is for the Timothy School/TIM Academy to provide direct and indirect consultative services to all BRIDGES staff. This contract will focus the training in all of the programs due the increased student's enrollment and new staffing. The 12:1:4 Development Program has expanded to seven (7) classrooms at the main campus and two (2) classrooms at New Hartford Central School District (NHCS D). In addition, these consultants provide direct consultative services to our staff within the 8:2:1 +1 classroom that services K-2 students with developmental disabilities. We also have a significant increase in Kindergarten referrals for these programs from our component school districts.

The cost for the Timothy School/TIM Academy training total is \$19,710.00 and will be supported by the program budgets: Cosers 209 and 201.

Recommendation:

It is recommended that the Oneida-Herkimer-Madison Cooperative Board approves the contract agreement between OHM BOCES and the Timothy School/TIM Academy for 2023-2024 with a total expense of \$19,710.00.

Resolution:

That the Oneida-Herkimer-Madison Cooperative Board approve the contract agreement between OHM BOCES and the Timothy School/TIM Academy for 2023-2024 with a total expense of \$19,710.00.

Attachment



**Timothy School/TIM Academy Contract Proposal for
Oneida-Herkimer-Madison BOCES 2023-2024**

This contract is made and entered into on the date set forth below between The Timothy School/TIM Academy Consultative Services (“TIM”), located at 973 Old Lancaster Road, Berwyn, PA 19312, and the Oneida-Herkimer-Madison BOCES (“School District”), with its administrative offices located at 4747 Middle Settlement Road, New Hartford, New York, 13413.

Scope of Work

Purpose: TIM will provide a combination of direct consultative services and indirect consultative services to the School District’s Autistic Support/Special Education staff. TIM will visit classroom/s, as designated by the School District’s Coordinator of Special Education Programs, to provide direct consultative services. TIM will also provide indirect consultative hours, through virtual platforms, e-mail, telephone contact and/or creation of materials to support consultative recommendations. Dates for consultative visits will be jointly determined by TIM and the School District. TIM Academy will also be available for follow up meetings as deemed necessary by the School District’s Coordinator of Special Education Programs.

Term, Termination and Renewal of Contract

Term. Except and unless as terminated under the provisions of this Contract, this Contract shall be in effect from the first day of September 2023 through the last day of June 2024.

Termination. Either party may terminate this Contract upon thirty (30) days written notice for any or no reason. Said written notice shall be sent to the persons indicated herein via certified mail, return receipt requested, and shall state the anticipated terminated date. In no event shall the termination date be sooner than thirty (30) days from the date of the certified mail receipt unless TIM and the School District agree in writing to an earlier date. Termination of this contract shall not affect the districts obligation to pay for services rendered or expenses incurred prior to termination.

Notices. In the event any notices need to be provided under this Contract, notice shall be sent to the following individuals/locations:

To the School District:

Lisa Rizzo
Coordinator of Special Education Programs
Oneida-Herkimer-Madison BOCES
4747 Middle Settlement Road
New Hartford, NY 13413
Email: lrizzo@oneida-boces.org

To The Timothy School/TIM Academy

Wendy Moran
Director of Consultative Services
The Timothy School
973 Old Lancaster Road
Berwyn, Pennsylvania 19312
Email: wmoran@thetimothyschool.org

Renewal of Contract. This Contract may be renewed by agreement of the parties upon such terms and conditions as the parties may agree upon as documented in writing and as formally approved.

Mutual Insurance and Indemnification Obligations.

Insurance. Each Party agrees to maintain for itself and for its agents, employees, independent contractors and any other personnel rendering services under this Contract provided herein, (a) general liability insurance; (b) workers compensation insurance and (c) professional liability insurance, as it may be needed, and all other insurance required by law to provide services under this Contract. All insurance policies shall be maintained with companies licensed and authorized to do business in the Commonwealth of Pennsylvania, and certificates of insurance on standard ACORD forms shall be furnished to the other Party upon request. Each party shall ensure that such insurance coverage names the other party as an additional insured.

Indemnification. Each Party (an “Indemnifying Party”) shall defend, indemnify and save the other Party (the “Indemnified Party”), and its board of directors, officers, agents, employees and attorneys, in their official or individual capacities, harmless from and against any and all loss, claims, damages and demands, liabilities, costs and expenses, including court costs and reasonable attorneys’ fees, from third parties which arise out of or are related to the Indemnifying Party’s acts, omissions, or performance of its obligations under this Contract, including, without limitation, the claims described below. This obligation for indemnification by an Indemnifying Party shall not apply with respect to any claim, damage, demand, liability, cost or expense arising from the Indemnified Party’s negligence or willful misconduct. As part of its indemnification obligation, the Indemnifying Party shall retain counsel and provide a defense to the Indemnified Party, and the Indemnified Party agrees to cooperate fully in all respects with such defense. Each party shall give the other party prompt written notice of any claim or potential claim where indemnification may be sought.

Indemnified Claims.

- any injury to, or death of, any person or persons, or damage to property, arising out of or caused or claimed to have been caused by acts or omissions of the Indemnifying Party, any subcontractor, employee or agent of the Indemnifying Party, or any other person or entity directly or indirectly employed by any of them, whether or not caused in whole or in part, by actions or omissions of the Indemnifying Party, , its agents, employees or officials, or any representative of the Indemnifying Party, with respect to or in connection to services under this Contract; and
- any alleged improper conduct of any nature or type, including, physical, mental or sexual abuse or harassment, invasion of bodily integrity, personal injury, violation or civil rights, and/or unlawful discrimination, by or attributable to any of the Indemnifying Party’s employees, agents, officials or contractors; and
- the Indemnifying Party’s breach of any term of this Contract.

Cost Breakdown

The District shall pay Timothy School/TIM Academy for actual services rendered during the term of the contract at the rates provided below.

6 Site Visits @ \$2,585.00 per visit (Duration of each site visit 5.5 hours)	\$15,510.00
28 hours of Indirect Consultative Services @ \$150.00	<u>\$ 4,200.00</u>
Total for contract	\$19,710.00

Additional expenses for travel will include:

- Mileage is based on IRS standard rate at the time of the travel. We will make every effort to coordinate our visits to the New York area with other local agencies in order to save mileage costs.
- Hotel – single room occupancy (1 or 2 rooms per visit)
- Meals – not to exceed \$50.00 per day/per consultant

The services rendered will be billed to the School District monthly by TIM with payment due to The Timothy School within thirty days.

Miscellaneous Provisions.

Confidentiality of Student Information. TIM and the School District, as well as their agents, directors, officials, employees and assigns, shall perform all respective obligations and duties under this Contract in such a manner as to ensure that all records, names and identities of students who are counseled, treated and/or rehabilitated shall be and will remain confidential, except for such disclosures that are required and/or permitted by law.

Confidentiality of Party Information. In the event a Party receives or procures information from or about the other Party, which such other Party regards as confidential or proprietary information, such Party shall keep and maintain said information in strictest confidence.

Independent Contractor. The parties hereto agree that TIM and its agents, contractors and employees, in the performance of this Contract, shall act in an independent contractor capacity and not as officers, employees or agents of the School District. TIM's employees shall at all times be and remain the sole employees of TIM, and TIM shall be solely responsible for payment of all employees' wages, benefits and other compensation.

Contract Not Assignable. This Contract shall not be assigned by any party hereto without prior, written consent of the non-assigning party.

Survival of Confidentiality and Indemnity Provisions. The confidentiality and indemnity provisions of this Contract shall survive any termination of this Contract.

Date of acceptance _____

Oneida-Herkimer-Madison BOCES

**Timothy School/TIM Academy
Director of Consultative Service**



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 School Special Patrol Officer
Contract 2022-2023
August 9, 2023


MEMORANDUM

To: Cooperative Board

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

Date: July 19, 2023

Subject: Approval of School Special Patrol Officer Contract 2022-2023

Prepared By: Christopher Hill 

Background:

Since 2000 Oneida-Herkimer-Madison BOCES has entered into contractual agreements with law enforcement agencies to provide school safety services. Since 2010 these services have been provided by the Oneida County Sheriff's Department as School Resource Officers. There is now a School Special Patrol Officer Initiative through the Oneida County Sheriff's Office.

Discussion:

Based upon the intense management needs of the students enrolled in the BOCES Special Education Program, the Career & Technical Education Program and the Alternative Education Program as well as providing security for all events at the Howard D. Mettelman Learning Center, it is recommended that School Special Patrol Officers be available to BOCES staff and students to provide a safe, secure environment conducive to education.

For the 2022-2023 school year, the Oneida County Sheriff's Department School Special Patrol Officer (SPO) contract is a rate of pay and fringe of SPO's paid at an hourly rate of \$29.34 from September 1, 2022 to August 31, 2023.

Recommendation:

It is recommended that the Oneida-Herkimer-Madison BOCES Cooperative Board approve the contract with the Oneida County Sheriff's Department to provide School Special Patrol Officer services from September 1, 2022 through August 31, 2023 at an hourly rate of \$29.34.

Resolution:

That the Oneida-Herkimer-Madison BOCES Cooperative Board approve the contract with the Oneida County Sheriff's Department for the employment of School Special Patrol Officers effective September 1, 2022 through August 31, 2023 at an hourly rate of \$29.34.

Attachments



Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

June 5, 2023

The Honorable Anthony J. Picente
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York, 13501

Dear County Executive Picente:

The Sheriff's Office is requesting approval of an Agreement with Oneida-Herkimer-Madison Board of Cooperative Educational Services for the 2022-2023 school year. This Agreement is for two (2) part-time Special Patrol Officers (SPOs) to be utilized within the OHM BOCES school facilities to increase law enforcement presence, to decrease the number of incidents at the school, and to ensure building safety and security measures are in place and are followed by students, staff, parents, and other visitors. The SPOs will be assigned at the District's buildings for a maximum of 40 hours a week, for a total of 37 weeks. The total amount of this Agreement is approximately \$43,423.20. The District will reimburse the County for 100% of the hourly costs of the SPOs.

I would like to thank you for your time and diligent attention to this matter in advance. If this agreement meets with your approval, please sign the same. If you have any questions, require clarification, or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol



Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

**SCHOOL DISTRICT SPECIAL PATROL OFFICER AGREEMENT
BETWEEN
ONEIDA COUNTY, through the ONEIDA COUNTY SHERIFF'S OFFICE,
and
the ONEIDA-HERKIMER-MADISON BOARD of COOPERATIVE EDUCATIONAL SERVICES**

THIS AGREEMENT, made and entered into, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "**COUNTY**," by and through the Oneida County Sheriff's Office, with offices located at 6065 Judd Road, Oriskany, New York 13424, hereinafter referred to as the "**OCSO**," and Oneida-Herkimer-Madison Board of Cooperative Educational Services, a political subdivision of the State of New York, with its principal offices located at 4747 Middle Settlement Road, New Hartford, New York 13413, hereinafter referred to as the "**DISTRICT**" (each individually referred as a "**PARTY**" and collectively referred to as the "**PARTIES**").

WITNESSETH

WHEREAS, the District has a need for an intensive and coordinated approach to creating a safe and secure setting for the educational process to take place; and

WHEREAS, the District desires to engage the services of safety officers, known as Special Patrol Officers (hereinafter referred to as "SPOs"), as defined in NYS General Municipal Law §209-v, to provide a uniformed presence in the designated schools to promote a greater sense of safety and security within the school environment; and

WHEREAS, the OCSO is desirous of providing personnel to the District's Special Patrol Officer Initiative to be utilized as SPOs at the times and places hereinafter indicated; and

WHEREAS, the County, through the OCSO, and the District agree that the Parties' goals are the following:

1. To establish a staff of SPOs consisting of experienced and trained retired law enforcement officers to perform the duties of a County SPO which is detailed in the attached Exhibit A - Job Specification of Special Patrol Officer and made a part hereof;
2. To increase the physical law enforcement presence within the District facilities;
3. To decrease the number of incidents involving outside police intervention at the District facilities;
4. To increase a sense of safety and order within the school setting; and
5. To ensure that the facilities' safety and security measures in place are being followed by students, staff, parents, and other visitors within the District; and

WHEREAS, the County, through the OCSO, and the District desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by said SPOs in the District;

NOW THEREFORE, in exchange for the consideration hereinafter stated, the OCSO, the COUNTY, and the District agree as follows:

1. **Assignment of SPOs.**

The OCSO shall provide two (2) uniformed officers as SPOs to serve in the District during the scheduled times which shall be established by mutual agreement between the OCSO and the District. The District will receive a maximum of 40 hours of service from the SPOs, collectively, per week. The OCSO agrees to have an SPO on site at all District campuses, each day that school is in session during the term of this Agreement as designated by the District (as defined below in Section 2.) The OCSO will provide substitute coverage when the designated SPOs are absent. The SPOs will wear uniforms issued by the OCSO, including a firearm and all other equipment authorized and issued by the OCSO, when acting in the capacity of an SPO at the SPO at the District.

2. **Term of Agreement.** The Term of this Agreement begins on September 1, 2022 and expires on August 31, 2023, without notice, unless terminated earlier as provided in this Agreement (the "Term.")

3. **Compensation.**

- a. Basic Payment. The County agrees to pay the SPO's an hourly rate of \$26.50 per hour and employment benefits in accordance with the applicable salary schedules or allocations, rules, policies and employment practices of the County.
- b. The hourly rate due from the District to the County, which includes the hourly rate of \$26.50 plus fringe benefits, for a total of \$29.34 per hour.
- c. The District shall be responsible for one hundred percent (100%) of the costs of the SPOs during the Term of this Agreement, to include payroll taxes and all other associated costs, such as, but not limited to, workers' compensation, disability, and unemployment insurance. The District also agrees to pay the County for one hundred percent (100%) of hours spent by the SPOs undergoing mandatory training to maintain eligibility as SPOs, and shall pay the County for SPO uniform costs.
- d. The County shall provide the District with notice of any new rates of pay and/or fringe benefits within ten (10) days of a change in pay rates by resolution of the County Board of Legislators. The new pay rates shall become effective upon the date specified by the County Board of Legislators. The estimated pay rates for compensation under this Agreement shall be adjusted, and the actual pay rates reconciled with payments made as of effective date of the pay rate change, and the Parties acknowledge that any future resolution of the County Board of Legislators changing the pay rates could include retroactive increases to pay the rates for which the District will be responsible, and that the same may be ratified after the expiration of this Agreement. In the event that such reconciliation results in a credit to the District, it shall be applied to offset subsequent payments due, and if such adjustment results in an amount due to the County, it shall be included in the next payment or paid within thirty (30) days of receipt of a demand by the County with itemized billing if the increase is ratified after the expiration of this Agreement.
- e. Incidental and Unrelated Costs. Incidental costs, such as ongoing training costs, shall be covered by the District.
- f. Additional Hours. Should the District, upon request of the principal or designee, wish to have any SPO present at times over and above the regular school day hours agreed upon by the Parties, the District will be billed based on the applicable hourly rate at the time. The District shall be responsible for one hundred percent (100%) of this additional cost, and will be billed by the OCSO accordingly. The District must schedule these additional

hours with the OCSO designated supervisor as soon as the District is aware of a need for these additional hours.

- g. **Travel Costs.** In the event the SPOs incur travel costs between District facilities during the school day, the District shall reimburse the OCSO at the IRS standard mileage rate at the time of travel upon receipt of an invoice. Travel costs shall be paid in accordance with (h) below.
 - h. **Billing and Payment.** The OCSO shall submit an invoice for payment of the Agreement fee to the District on a monthly basis, to correspond with the schedule under which employees of the OCSO submit proof of their hours worked to the OCSO. The District shall reimburse the sum due in each invoice within seven (7) days of receipt to the County.
4. **Supervision of the SPOs.** The OCSO agrees to have a designated supervisor from OCSO responsible for supervising SPOs to facilitate scheduling, cover absences, and/or supply support as needed by the District on site at the designated District campuses each day that school is in session during the Term of this Agreement. The designated supervisor shall coordinate his or her activities at the District with the principal or designee. The designated supervisor will be designated by the OCSO to act in such capacity, and will be under the supervision of a Deputy Sheriff Patrol – Lieutenant.
5. **Duties of the SPOs.** The SPOs duties shall be as follows:
- a. Provide security and safety to the students, staff, and visitors that the SPO is patrolling to the best of their abilities.
 - b. Protect school property and maintain order in and around the school site.
 - c. Report violations of law.
 - d. Enforce New York State laws, rules and regulations.
 - e. Act as liaison with police and fire officials.
 - f. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, breach of security, or damage or loss of property.
 - g. Monitor persons entering the building or school grounds when in a position to do so.
 - h. Report for duty in a timely manner. In the event an SPO is absent from work, the SPO shall notify the designated supervisor. The OCSO shall then provide the District with a replacement SPO. The OCSO shall notify the principal or designee of that school of the replacement SPO.
 - i. Question individuals not having appropriate identification to ascertain his or her status and assess the risk of the individual(s) presence on District property and act accordingly.
 - j. When requested, the designated supervisor will participate in meetings with school officials, parents, or the District School Board to assist in developing policy and procedures concerning school safety.
 - k. The SPOs shall comply with all State and Federal laws as well as all of the lawful rules, regulations, policies, and procedures related to investigations, interviews, and search and arrests procedures of the OCSO.
 - l. Act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school; including, but not limited to: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, physical harm to students, faculty, staff and authorized individuals on District property, and riots.

6. **Responsibilities of the OCSO.**

- a. The OCSO, in its sole discretion, shall have the power and authority to hire, discharge, and discipline all SPOs. It is understood by all Parties herein that the OCSO will retain tactical control of all of the SPOs. SPOs shall reasonably relinquish criminal law enforcement actions and investigations, including but not limited to, interviews, searches, arrests, discovery of controlled substances, and possession/use of weapons to the Law Enforcement Division of the OCSO.
- b. The OCSO will provide SPOs who:
 - i. Meet the requirements as prescribed in NYS General Municipal Law Section 209-v;
 - ii. Meet all education and experience requirements set forth by Oneida County and New York State.
- c. OCSO will use best efforts to provide SPOs to appropriately cover the District's facilities in accordance with a schedule agreed to by the OCSO and the District.
- d. OCSO will ensure the SPOs submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
- e. OCSO will cooperate with the District to implement the SPO program with the least possible disruption to the educational process.

7. **District's Responsibilities.** The District agrees to:

- a. Implement this Agreement in accordance with the guidelines established herein by the Parties;
- b. Designate an employee as the school representative, through which day-to-day business contact will be conducted with the SPOs;
- c. Provide the SPOs with full access to school facilities, personnel, and students;
- d. Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SPOs on campus;
- e. Provide suitable accommodations at the main entrance of each school building;
- f. Evaluate the program and administer an annual assessment of the program;
- g. Make recommendations to the designated supervisor and program adjustments as appropriate;
- h. Reporting of Crimes: If District personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, a school official shall notify the SPOs. The District shall be responsible for dialing 911. Once notified of the occurrence of a crime, the SPOs will complete the applicable reports in conformance with the OCSO rules, regulations, policies, and procedures. The SPOs shall also complete any applicable report in conformance with the District's policy, regulations, or applicable Education Law provisions. When appropriate, or in the event of a serious crime, the SPOs will notify the appropriate OCSO supervisory personnel and request their services for a police response;
- i. District shall possess and maintain internal and external locking mechanisms for all doors that shall be checked regularly by the District;
- j. District shall contact parents in the event of an emergency as per SPO's instructions;
- k. District shall ensure all windows, doorways and locks are kept clear and secure;
- l. District shall ensure all students, faculty, and staff are appropriately trained to handle emergency situations;

- m. District shall provide appropriate communications/alerts in the event of an emergency;
- n. District shall provide SPOs with a master key to all doors, as well as a map of the campus and surrounding property;
- o. District shall have a designated staff to call 911 immediately as an emergency arises;
- p. District shall be responsible for providing and maintaining security equipment to monitor the District campus including but not limited to: internal and external entry ways and exits.

8. **Confidentiality and Disclosure of Records.**

- a. Confidentiality. The County, OCSO, and the District agree that any personally identifiable information or information that may be considered sensitive exchanged is considered confidential and subject to provisions of Federal and New York State Law and will be used only for the purposes outlined in this Agreement.
- b. Records Disclosure. The County, OCSO, and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA,) New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time.
- c. HIV-Related Information.
 - i. Non Discrimination. The County, OCSO, and the assigned SPOs and any substitute SPOs shall not discriminate or refuse assistance to individuals with AIDS or HIV infection. It is agreed that the Sheriff, and any member of his staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.
 - ii. Re-disclosure. The following written statement must be included when disclosing any confidential HIV-related information:
"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure. "
- d. Child Abuse, Neglect, and Maltreatment. The OCSO shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- e. The Parties agree that all records must be maintained no less than the minimum period of time as set forth in the LGS-1 Records Retention & Disposition Schedule, as adopted by the District, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. This subdivision shall survive termination of this Agreement.

9. **Requirements of New York State Education Law Section 2-d.**

- a. The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as "PII,") as defined by Education Law Section 2-d (1), (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SPOs. The exclusive purpose for which the referenced PII will be used is the delivery of SPO services provided under this Agreement.
- b. If PII is disclosed to the SPOs and/or substitute SPOs by the District for purposes of the SPOs providing services to the District, the SPOs and County must additionally comply

with the following express requirements of New York State Education Law Section 2-d(5), (e) &(f) (Chapter 56, Subpart L of the Laws of 2014,) as well as any implementing regulations and/or any data privacy policy adopted by the District:

- i. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - ii. Not use the education records for any other purposes than those explicitly authorized in this Agreement;
 - iii. Except for authorized representatives of the third party contractor, necessary law enforcement and/or the District Attorney, to the extent they are carrying out the Agreement, not disclose any PII to any other party:
 1. Without prior written consent of the parent or eligible student; or
 2. Unless required by statute or court order and the party provides a notice of the disclosure to the County, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
 - iv. Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody; and
- c. In accordance with Education Law §2-d (3), the Parents Bill of Rights and the attachment to the Parents' Bill of Rights are annexed to this Agreement as Addenda A-1 and A-2, respectively, the terms of which are incorporated herein by reference.

10. Resolution of Issues/Termination.

- a. In case of deficiencies of service or other SPO programmatic issues, the District will first develop an Action Plan in concert with the OCSO to address the issues. In that event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement with a thirty (30) day notice.
- b. If programmatic issues occur that cause the OCSO to feel termination of this Agreement is appropriate, the OCSO must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps, the OCSO reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- c. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the OCSO be responsible for further performance of any duties on behalf of the District for any actual or consequential damages as a result of termination.
- d. The District and the OCSO agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address for reasons other than those described in (a)-(c) above.
- e. If this Agreement is terminated for any reason, the District will be provided with the necessary documents, notes, memoranda and reports (if any) with respect to the SPOs' services up to the effective termination date of the Agreement. The necessary documents,

notes, memoranda and reports will be mutually agreed upon between the Parties before the disclosure of the documents, notes, memoranda and reports.

- f. The Parties shall use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under a contract with the District which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Oneida County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the OCSO must proceed diligently with contract performance and the District must proceed diligently with payment therefor. Each Party waives any dispute or claim not made in writing and received by the other Party within sixty (60) days of the discovery of the claim, or within sixty (60) days of when such claim should have reasonably been discovered. Any claims for monetary damages must be in writing, for a sum certain, and must be fully supported by all cost and pricing information.
- g. The SPOS are prohibited from detaining or questioning students about their immigration status.
- h. The SPOs shall not take any action that would be considered student discipline. The SPO role is primarily providing for safety and security of all students, staff, and visitors. Any and all student disciplinary actions are delegated to District administration in accordance with New York Education Law § 2801-a(10). Removing, escorting and monitoring students to and from one location to another is not considered "student discipline."
- i. The SPOs shall meet all of the obligations above without discriminating on the basis of race, color, sex, gender identity, orientation, ethnicity, national origin, or membership of any other protected class.

11. **Independent Contractors.** It is expressly understood and agreed that the legal status of the OCSO and its officers and employees, vis-a-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the SPOs be deemed employees of the District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SPOs, as its employees, would otherwise be entitled by law, and all necessary insurances for its employees, including workers' compensation and unemployment insurance, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable Federal, State, and Local taxes, and all FICA contributions, subject to reimbursement for the same by the District pursuant to Section 3 hereinabove.

12. **Indemnification & Insurance.**

- a. The District agrees to indemnify, save, and hold harmless the County, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind of nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its agents, servants, employees, the County of Oneida, or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.
- b. The County agrees to indemnify, save, and hold harmless the District, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind of nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the

County and/or the OCSO, its SPOs in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.

- c. The District agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance, which will insure against liability for property damage and/or injury or death with regard to any property or persons.

13. **No Special Duty**. Nothing in this Agreement shall create a special duty to the District or to any third party, including, but not limited to, employees and students of the District. The OCSO cannot promise or guarantee crime prevention, safety, or security.

14. **Suspension of Work**.

- a. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interests of the District. In the event of such suspension, the OCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, and uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the OCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.
- b. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event, such as the COVID-19 pandemic. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

15. **Notice**. All notices to the County should be sent to:

Oneida County- Law Department
800 Park Avenue
Utica, New York 13501

With a copy sent to OCSO at:

Oneida County Sheriff's Office
6065 Judd Road
Oriskany, New York 13424

All notices to the District should be sent to:

Oneida-Herkimer-Madison Board of Cooperative Educational Services
4747 Middle Settlement Road
New Hartford, New York 13413

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

17. **Assignment**. No Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all Parties.

18. **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The Parties agree that any legal action shall be filed by a New York State Court of competent jurisdiction located within Oneida County, New York.
19. **Severability.** In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.
20. **Entire Agreement.** The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. By signing below, the Parties agree and acknowledge that they have read, understood, and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addenda A-1 (Parents Bill of Rights), Addenda A-2 (Model Notification of Rights under FERPA for Elementary and Secondary Schools), Exhibit A (Job Specification of Special Patrol Officer), and Exhibit B (Standard Oneida County Conditions). This Agreement shall be binding upon both Parties when fully signed and executed and upon approval of the appropriate governing bodies.

*[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.]*

IN WITNESS WHEREOF, the County and the District have caused this Agreement to be executed as of the date below.

For Oneida County

Anthony J. Picente, Jr.

County Executive

Date

For Oneida-Herkimer-Madison Board of Cooperative Education Services

Anthony Nicotera

President, Cooperative Board of Education

Date

Approved

Christopher J. Kalil, Esq.

Assistant County Attorney

Date

ADDENDA A-1

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

To satisfy their responsibilities regarding the provision of education to students in prekindergarten through grade twelve, "educational agencies" (as defined below) in the State of New York collect and maintain certain personally identifiable information from the education records of their students. As part of the Common Core Implementation Reform Act, Education Law §2-d requires that each educational agency in the State of New York must develop a Parents' Bill of Rights for Data Privacy and Security (Parents' Bill of Rights). The Parents' Bill of Rights must be published on the website of each educational agency, and must be included with every contract the educational agency enters into with a "third party contractor" (as defined below) where the third party contractor receives student data, or certain protected teacher/principal data related to Annual Professional Performance Reviews that is designated as confidential pursuant to Education Law §3012-c ("APPR data").

The purpose of the Parents' Bill of Rights is to inform parents (which also include legal guardians or persons in parental relation to a student, but generally not the parents of a student who is age eighteen or over) of the legal requirements regarding privacy, security and use of student data. In addition to the federal Family Educational Rights and Privacy Act (FERPA), Education Law §2-d provides important new protections for student data, and new remedies for breaches of the responsibility to maintain the security and confidentiality of such data.

A. What are the essential parents' rights under the Family Educational Rights and Privacy Act (FERPA) relating to personally identifiable information in their child's student records?

The rights of parents under FERPA are summarized in the Model Notification of Rights prepared by the United States Department of Education for use by schools in providing annual notification of rights to parents. It can be accessed at <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/lea-officials.html>, and a copy is attached to this Parents' Bill of Rights. Complete student records are maintained by schools and school districts, and not at the New York State Education Department (NYSED). Further, NYSED would need to establish and implement a means to verify a parent's identity and right of access to records before processing a request for records to the school or school district. Therefore, requests to access student records will be most efficiently managed at the school or school district level.

Parents' rights under FERPA include:

1. The right to inspect and review the student's education records within 45 days after the day the school or school district receives a request for access.
2. The right to request amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Complete student records are maintained by schools and school districts and not at NYSED, which is the secondary repository of

- data, and NYSED make amendments to school or school district records. Schools and school districts are in the best position to make corrections to students' education records.
3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent (including but not limited to disclosure under specified conditions to: (i) school officials within the school or school district with legitimate educational interests; (ii) officials of another school for purposes of enrollment or transfer; (iii) third party contractors providing services to, or performing functions for an educational agency; (iv) authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as NYSED; (v) organizations conducting studies for or on behalf of educational agencies) and (vi) the public where the school or school district has designated certain student data as "directory information" (described below). The attached FERPA Model Notification of Rights more fully describes the exceptions to the consent requirement under FERPA).
 4. Where a school or school district has a policy of releasing "directory information" from student records, the parent has a right to refuse to let the school or school district designate any all of such information as directory information. Directory information, as defined in federal regulations, includes: the student's name, address, telephone number, email address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received and the most recent educational agency or institution attended. Where disclosure without consent is otherwise authorized under FERPA, however, a parent's refusal to permit disclosure of directory information does not prevent disclosure pursuant to such separate authorization.
 5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA.

B. What are parents' rights under the Personal Privacy Protection Law (PPPL), Article 6-A of the Public Officers Law relating to records held by State agencies?

The PPPL (Public Officers Law §§91-99) applies to all records of State agencies and is not specific to student records or to parents. It does not apply to school districts or other local educational agencies. It imposes duties on State agencies to have procedures in place to protect from disclosure of "personal information," defined as information which because of a name, number, symbol, mark or other identifier, can be used to identify a "data subject" (in this case the student or the student's parent). Like FERPA, the PPPL confers a right on the data subject (student or the student's parent) to access to State agency records relating to them and requires State agencies to have procedures for correction or amendment of records.

A more detailed description of the PPPL is available from the Committee on Open Government of the New York Department of State. Guidance on what you should know about the PPPL can be accessed at <http://www.dos.ny.gov/coog/shldno1.html>. The Committee on Open Government's address is Committee on Open Government, Department of State, One Commerce Plaza, 99 Washington Avenue, suite 650, Albany, NY 12231, their email address is coog@dos.ny.gov, and their telephone number is (518) 474-2518.

C. Parents' Rights Under Education Law §2-d relating to Unauthorized Release of Personally Identifiable Information

1. What "educational agencies" are included in the requirements of Education Law §2-d?

- The New York State Education Department ("NYSED");
- Each public school district;
- Each Board of Cooperative Educational Services or BOCES; and
- All schools that are:
 - a public elementary or secondary school;
 - a universal pre-kindergarten program authorized pursuant to Education Law §3602-e;
 - an approved provider of preschool special education services;
 - any other publicly funded pre-kindergarten program;
 - a school serving children in a special act school district as defined in Education Law 4001; or
 - certain schools for the education of students with disabilities - an approved private school, a state-supported school subject to the provisions of Education Law Article 85, or a state-operated school subject to Education Law Article 87 or 88.

2. What kind of student data is subject to the confidentiality and security requirements of Education Law §2-d?

The law applies to personally identifiable information contained in student records of an educational agency listed above. The term "student" refers to any person attending or seeking to enroll in an educational agency, and the term "personally identifiable information" ("PII") uses the definition provided in FERPA. Under FERPA, personally identifiable information or PII includes, but is not limited to:

- (a) The student's name;
- (b) The name of the student's parent or other family members;
- (c) The address of the student or student's family;
- (d) A personal identifier, such as the student's social security number, student number, or biometric record;
- (e) Other indirect identifiers, such as the student's date of birth, place of birth, and Mother's Maiden Name¹;

¹ Please note that NYSED does not collect certain information defined in FERPA, such as students' social security numbers, biometric records, mother's maiden name (unless used as the mother's legal name).

(f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or

(g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

3. What kind of student data is *not* subject to the confidentiality and security requirements of Education Law §2-d?

The confidentiality and privacy provisions of Education Law §2-d and FERPA extend only to PII, and not to student data that is not personally identifiable. Therefore, de-identified data (e.g., data regarding students that uses random identifiers), aggregated data (e.g., data reported at the school district level) or anonymized data that could not be used to identify a particular student is not considered to be PII and is not within the purview of Education Law §2-d or within the scope of this Parents' Bill of Rights.

4. What are my rights under Education Law § 2-d as a parent regarding my student's PII?

Education Law §2-d ensures that, in addition to all of the protections and rights of parents under the federal FERPA law, certain rights will also be provided under the Education Law. These rights include, but are not limited to, the following elements:

(A) A student's PII cannot be sold or released by the educational agency for any commercial or marketing purposes.

○ PII may be used for purposes of a contract that provides payment to a vendor for providing services to an educational agency as permitted by law.

○ However, sale of PII to a third party solely for commercial purposes or receipt of payment by an educational agency, or disclosure of PII that is not related to a service being provided to the educational agency, is strictly prohibited.

(B) Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by an educational agency.

○ This right of inspection is consistent with the requirements of FERPA. In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record.

○ NYSED will develop policies for annual notification by educational agencies to parents regarding the right to request student data. Such policies will specify a reasonable time for the educational agency to comply with such requests.

- The policies will also require security measures when providing student data to parents, to ensure that only authorized individuals receive such data. A parent may be asked for information or verifications reasonably necessary to ensure that he or she is in fact the student's parent and is authorized to receive such information pursuant to law.
- (C) State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

Education Law §2-d also specifically provides certain limitations on the collection of data by educational agencies, including, but not limited to:

- (A) A mandate that, except as otherwise specifically authorized by law, NYSED shall only collect PII relating to an educational purpose;
- (B) NYSED may only require districts to submit PII, including data on disability status and student suspensions, where such release is required by law or otherwise authorized under FERPA and/or the New York State Personal Privacy Law; and
- (C) Except as required by law or in the case of educational enrollment data, school districts shall not report to NYSED student data regarding juvenile delinquency records, criminal records, medical and health records or student biometric information.
- (D) Parents may access a complete list of all student data elements collected by NYSED, at [NYSED Student Data Elements](#), or may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234; and
- (E) Parents have the right to file complaints with an educational agency about possible breaches of student data by that educational agency's third party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.
 - Specifically, the Commissioner of Education, after consultation with the Chief Privacy Officer, will promulgate regulations establishing procedures for the submission of complaints from parents, classroom teachers or building principals, or other staff of an educational agency, making allegations of improper disclosure of student data and/or teacher or principal APPR data by a third party contractor or its officers, employees or assignees.
 - When appointed, the Chief Privacy Officer of NYSED will also provide a procedure within NYSED whereby parents, students, teachers,

superintendents, school board members, principals, and other persons or entities may request information pertaining to student data or teacher or principal APPR data in a timely and efficient manner.

5. Must additional elements be included in the Parents' Bill of Rights.?

Yes. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract an educational agency enters into with a third party contractor shall include the following supplemental information:

- (A) the exclusive purposes for which the student data, or teacher or principal data, will be used;
- (B) how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
- (C) when the agreement with the third party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
- (D) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
- (E) where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
 - a. In addition, the Chief Privacy Officer, with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in Regulations of the Commissioner.

6. What protections are required to be in place if an educational agency contracts with a third party contractor to provide services, and the contract requires the disclosure of PII to the third party contractor?

Education Law §2-d provides very specific protections for contracts with "third party contractors", defined as any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency. The term "third party contractor" also includes an educational partnership organization that receives student and/or teacher or principal APPR data from a school district to carry out its responsibilities pursuant to Education Law §211-e, and a not-for-profit corporation or other non-profit organization, which are not themselves covered by the definition of an "educational agency."

Services of a third party contractor covered under Education Law §2-d include, but not limited to, data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs.

When an educational agency enters into a contract with a third party contractor, under which the third party contractor will receive student data, the contract or agreement must include a data security and privacy plan that outlines how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the educational agency's policy on data security and privacy. However, the standards for an educational agency's policy on data security and privacy must be prescribed in Regulations of the Commissioner that have not yet been promulgated. A signed copy of the Parents' Bill of Rights must be included, as well as a requirement that any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.

Each third party contractor that enters into a contract or other written agreement with an educational agency under which the third party contractor will receive student data or teacher or principal data shall:

- limit internal access to education records to those individuals that are determined to have legitimate educational interests
- not use the education records for any other purposes than those explicitly authorized in its contract;
- except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any PII to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the party provides a notice of the disclosure to NYSED, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
- use encryption technology to protect data while in motion or in its custody from unauthorized disclosure

7. What steps can and must be taken in the event of a breach of confidentiality or security?

Upon receipt of a complaint or other information indicating that a third party contractor may have improperly disclosed student data, or teacher or principal APPR data, NYSED's Chief Privacy Officer is authorized to investigate, visit, examine and inspect the third party contractor's facilities and records and obtain documentation from, or require the testimony of, any party relating to the alleged improper disclosure of student data or teacher or principal APPR data.

Where there is a breach and unauthorized release of PII by a by a third party contractor or its assignees (e.g., a subcontractor): (i) the third party contractor must notify the educational

agency of the breach in the most expedient way possible and without unreasonable delay; (ii) the educational agency must notify the parent in the most expedient way possible and without unreasonable delay; and (iii) the third party contractor may be subject to certain penalties including, but not limited to, a monetary fine; mandatory training regarding federal and state law governing the confidentiality of student data, or teacher or principal APPR data; and preclusion from accessing any student data, or teacher or principal APPR data, from an educational agency for a fixed period up to five years.

8. Data Security and Privacy Standards

Upon appointment, NYSED's Chief Privacy Officer will be required to develop, with input from experts, standards for educational agency data security and privacy policies. The Commissioner will then promulgate regulations implementing these data security and privacy standards.

9. No Private Right of Action

Please note that Education Law §2-d explicitly states that it does not create a private right of action against NYSED or any other educational agency, such as a school, school district or BOCES.

ADDENDA A-2

Model Notification of Rights under FERPA for Elementary and Secondary Schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the [Name of school ("School")] receives a request for access.

Parents or eligible students who wish to inspect their child's or their education records should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the [School] to amend their child's or their education record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest must be set forth in the school's or school district's annual notification for FERPA rights. A school official typically includes a person employed by the school or school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer, contractor, or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII

from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

[Optional] Upon request, the school discloses education records without consent to officials of another school or school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school or school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request or the disclosure is initiated by the parent or eligible student.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

[NOTE: In addition, a school may want to include its directory information public notice, as required by § 99.37 of the regulations, with its annual notification of rights under FERPA.]

[Optional] See the list below of the disclosures that elementary and secondary schools may make without consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(3) are met. (§ 99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already

enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))

- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency (SEA) in the parent or eligible student's State. Disclosures under this provision may be made, subject to the requirements of § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf, if applicable requirements are met. (§§ 99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction, if applicable requirements are met. (§ 99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena if applicable requirements are met. (§ 99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10))
- Information the school has designated as "directory information" if applicable requirements under § 99.37 are met. (§ 99.31(a)(11))
- To an agency caseworker or other representative of a State or local child welfare agency or tribal organization who is authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student in foster care placement. (20 U.S.C. § 1232g(b)(1)(L))

- To the Secretary of Agriculture or authorized representatives of the Food and Nutrition Service for purposes of conducting program monitoring, evaluations, and performance measurements of programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, under certain conditions. (20 U.S.C. § 1232g(b)(1)(K))

Oneida Co. Department: Sheriff's Office

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Oneida-Herkimer-Madison BOCES
4747 Middle Settlement Road
New Hartford, NY, 13413

Title of Activity or Service: Special Patrol Officer Initiative

Proposed Dates of Operation: September 1, 2022- August 31, 2023

Client Population/Number to be Served: Members of the Oneida-Herkimer-Madison BOCES

Summary Statements

- 1) **Narrative Description of Proposed Services:** Use of 2 part-time Special Patrol Officers at the Oneida-Herkimer-Madison BOCES buildings. The use of Special Patrol Officers better ensures that the buildings safety and security measures are in place and being followed by students, staff, parents and other visitors to the buildings.

- 2) **Program/Service Objectives and Outcomes:** Give students role models that guide them toward community activities that prevent delinquency; develop crime prevention programs; training in conflict resolution, restorative justice, crime awareness and anger management; provide security to all students and staff.

- 3) **Program Design and Staffing:** 2 part-time SPO's during the 2022-2023 school year.

Total Funding Requested: \$43,423.20

Account # A2735.1 (Revenue)
A3121 (expense)

100% reimbursed by the school.

Oneida County Dept. Funding Recommendation: \$43,423.20

Proposed funding sources (Federal\$/State\$/County\$): Oneida-Herkimer-Madison BOCES will reimburse 100% of the costs.

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: Oneida-Herkimer-Madison BOCES will reimburse the Sheriff's Office for 100% of the cost of the part-time Special Patrol Officers. These 2 SPOs will rotate at the District buildings. Maximum of 40 hours a week for a total of 37 weeks.

Oneida County Contract Tracking Sheet

Contract # 176721	Code New	Prior #	Dept #
Vendor Oneida Herkimer Madison BOCES	Type: Revenue		
Starts on Contract Execution: <input type="checkbox"/>	Start Date 9/1/2022	End Date	8/31/2023

Department: Sheriff
Appropriation Acct(s): A3110 3121 2260-150
Revenue Code: A3110 3121 2260-150
Contract Amount: \$43,423.20

Contact Person: Callihan Marshall
 Special Patrol Initiative for OHM BOCES for the 2022-23 school year.

		<i>Date</i>	<i>Item Number</i>
1) County Attorney			
Approval as to Form:	YES <u> X </u> NO <u> </u>		
Contract Amount Over \$50,000:	YES <u> </u> NO <u> X </u>		
Board of Legislators Approval Req'd:	YES <u> X </u> NO <u> </u>	3/8/2023	Res. 066
Board of Acquisition and Contract:	YES <u> </u> NO <u> X </u>		
Requires Notary Public:	YES <u> </u> NO <u> X </u>		

Comments:

Based on template.

Date:

Initials:

2) Budget Director

Comments:

RETURNED TO THE COUNTY ATTORNEY'S OFFICE.

Date:

Initials:

3) Final Review County Attorney

Comments:

Date:

Initials:

4) Sent to Board of Legislators

(contract to be held in Law Dept.)

Sent Date:

Approval Date:

Resolution Number:

Sent to County Executive for Signature

Date:

EXHIBIT A

Civil Division: Oneida County Government
Jurisdictional Class: Competitive
EEO Category: Protective Service: Sworn
Revised: 09/10/15

SPECIAL PATROL OFFICER

DISTINGUISHING FEATURES OF THE CLASS: The work involves responsibility for maintaining order and providing security for publicly owned property. Persons employed in this class shall have all the powers of a peace officer, as set forth in section 2.20 of Criminal Procedure Law, when performing the duties of protecting property or persons on such premises. The work is performed under general supervision of the Oneida County District Attorney, Oneida County Sheriff's Office, or other designated Oneida County law enforcement agent. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Provides security by standing in and patrolling public buildings;
Protects and guards the public and employees in the designated publicly-owned property;
Physically restrains unruly individuals;
Escorts law enforcement agents, juries and witnesses to and from the courtroom;
Provides general information to visitors on premises ;
Checks to insure that all necessary documents and identifications are in order;
Safeguards public property;
Provides assistance in emergency situations;
Maintains and updates records as required;
Prepares incident reports;
Distributes and posts appropriate documents and materials.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of procedures and practices for protecting and safeguarding buildings and property; good knowledge of the powers of a peace officer; ability to maintain order; ability to perform first aid; ability to exercise judgment and common sense in stressful situations; ability to carry out established security procedures in case of fire, bomb threat or other emergency situations; ability to observe detail, remember facts and information and evaluate situations; ability to understand oral and written instructions and apply information, rules, regulations and procedures to specific situations; ability to prepare brief written communications; ability to communicate information orally to the public or related personnel; ability to use self-defense, restraint techniques and security equipment.

continued...

SPECIAL PATROL OFFICER

page two

MINIMUM QUALIFICATIONS: Retired member of a police or sheriff's department, or division of state police, or retired former corrections, parole or probation officer.

NOTE: In accordance with Section 209-v of General Municipal Law, a retiree who had permanent competitive class status in one of the above listed occupations may be reinstated to a Special Patrol Officer position without further examination.

SPECIAL REQUIREMENTS TO CARRY OR POSSESS FIREARMS: Special Patrol Offices may not carry or possess firearms while on duty unless authorized to do so by the Appointing Authority and a license has been issued pursuant to Section 400.00 of Penal Law (Section 2.10.37 of Criminal Procedure Law). Where possession of the license is required, eligibility for and continued possession of the license is required for appointment.

Adopted: 06/13/12

Revised: 06/29/12, 09/10/15

EXHIBIT B - STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 09 day of August, 2023, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus,
Albany, NY 12240. Notice shall include the identification number(s) of
each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to

computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or

received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
- ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
- iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for

the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



Oneida-Herkimer-Madison BOCES


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

VII D. 9.
Approval of Policy 3003, 3100, 3101, 3211
(second reading)
August 9, 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

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.

ADMINISTRATION

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.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Adopted: 07/10/02

Revised: 04/10/19, _____

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.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Adopted: 07/10/02
Revised: 04/10/19

Policy

Draft 6/19/23

3101

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.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

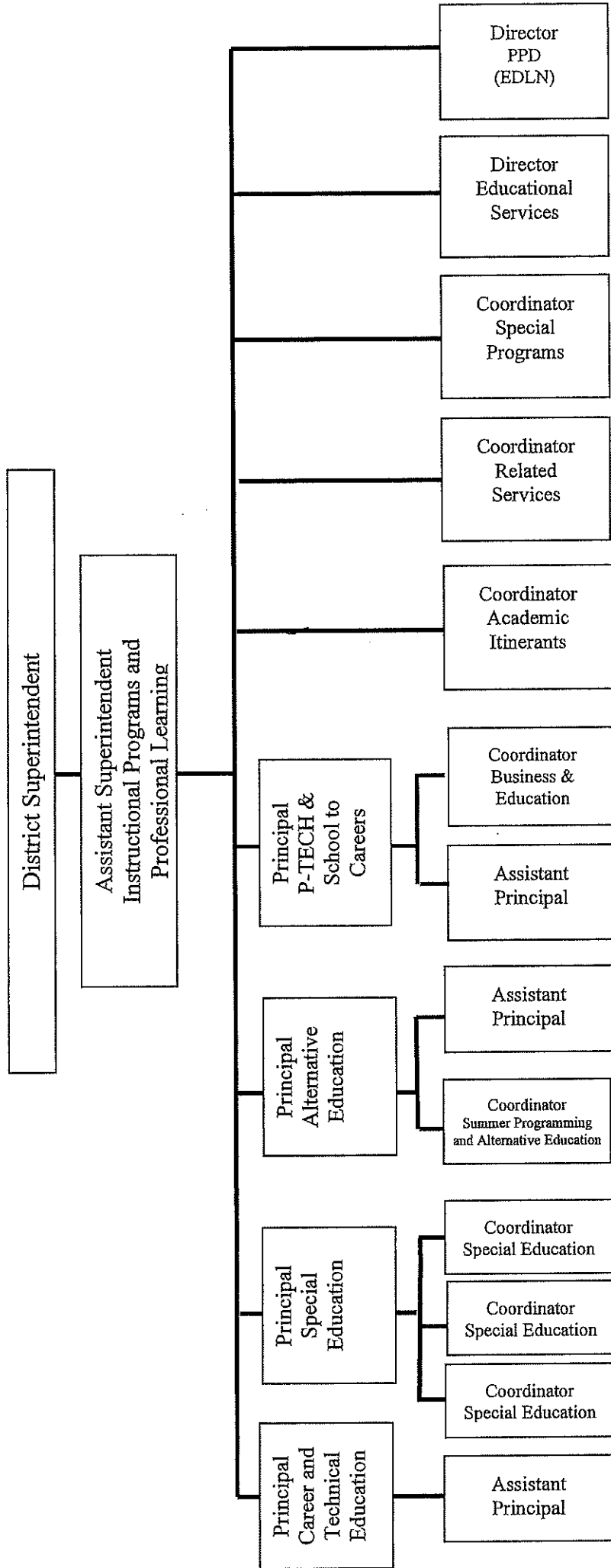
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Adopted: 07/10/02

Revised: 04/10/19, _____

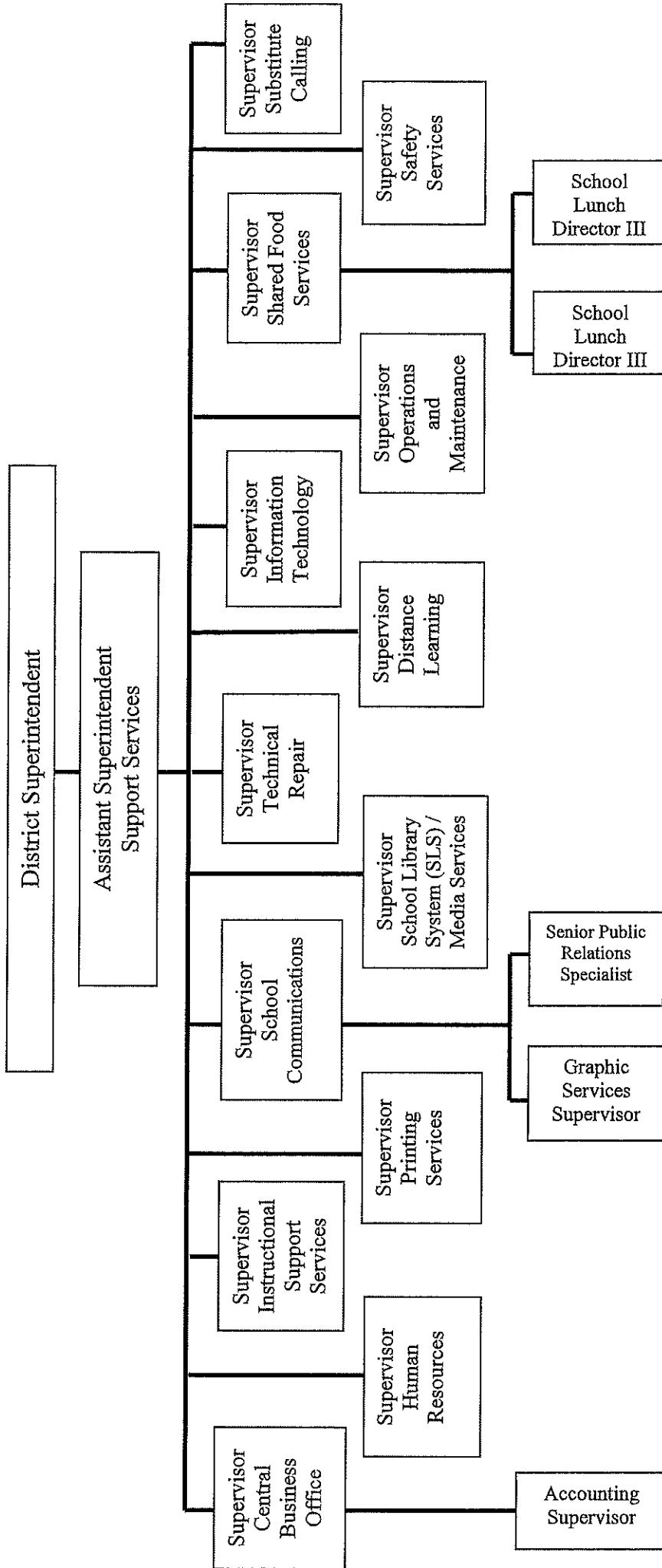
ORGANIZATIONAL CHART

INSTRUCTIONAL PROGRAMS AND PROFESSIONAL LEARNING



ORGANIZATIONAL CHART

SUPPORT SERVICES





Oneida-Herkimer-Madison BOCES


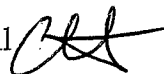
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~~VII D. 9.
Approval of Code of Conduct
2023-2024 (first reading)
July 12, 2023~~

VII D. 10.
Approval of Code of Conduct
2023-2024 (second reading)
August 9, 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

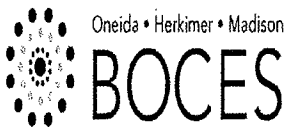
Sole supervisory District Oneida-Herkimer-Madison BOCES

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

Table of Contents

	PAGE
I. Introduction	3
II. Definitions	3
III. Student Bill of Rights and Responsibilities	8
IV. Age Appropriate Restatement of Policy	9
V. The Role of Essential Parties	10
VI. Student Dress Code	13
VII. Prohibited Student Conduct	15
VIII. Reporting Violations	18
IX. Disciplinary Penalties, Procedures & Referrals	22
X. Alternative Instruction	32
XI. Discipline of Students with Disabilities	33
XII. Corporal Punishment	33
XIII. Student Searches and Interrogations	34
XIV. Visitors to the Schools	37
XV. Public Conduct on School Property	38
XVI. Standards and Procedures to Assure the Security and Safety of Students and School Personnel	40
XVII. Dissemination and Review	41

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

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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

CODE OF CONDUCT

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,

CODE OF CONDUCT

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.

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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,

CODE OF CONDUCT

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

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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

CODE OF CONDUCT

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.

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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.

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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 or 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.

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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

CODE OF CONDUCT

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.

CODE OF CONDUCT

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, gleeing 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:

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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.

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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

POLICY

COMMUNITY RELATIONS

1005

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

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

... 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.

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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.

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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.

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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.

CODE OF CONDUCT

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.

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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:

1st 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.

2nd 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

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

assignment and or task, as deemed appropriate, to educate the student to the harmful effects of product usage.

3rd 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

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

- 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

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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.

CODE OF CONDUCT

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.

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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.

POLICY

COMMUNITY RELATIONS

1005

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

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

- transaction believes to be a substance described in this subsection; or
- g. any pipes, bongos, 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

POLICY

COMMUNITY RELATIONS

1005

CODE OF CONDUCT

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,

POLICY

COMMUNITY RELATIONS

1005

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

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Revised: 10/10/12, 06/12/13, 07/12/18, 9/8/21, 8/10/22