



Oneida-Herkimer-Madison BOCES

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

AGENDA

Cooperative Board Regular Meeting

March 13, 2024 4:30 p.m.

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

Draft Timeline

4:30 I. Call to Order

II. Pledge of Allegiance

4:35 III. Recognition

Instructional Programs and Professional Learning
CTEC: MiTech/Conservation

Students: Mitchell Peck, Conservation
Gordon Tibbitts, MiTech 9
Colton Minnig, MiTech 9
Olivia Latella, MiTech 10

Administrators: Mike Hoover, Principal
Lauren Dunn, Assistant Principal

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
 - Thank you card from Mr. Salerno's family

5:00 VI. Reports

- District Superintendent Report
 - Post-Secondary Outcomes Update, Part II
 - MVCC Partnership and Beyond
 - Timothy Thomas, MVCC

5:15 VII. A. 1. Approval of the Minutes of the Regular Meeting February 14, 2024 (page 11)

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

B. Financial Report (page 33)

1. Acceptance of Report of the Treasurer, January
2. Approval of 2023-2024 Budget Adjustment Report, January

C. Personnel Report (page 53)

a. Resignations

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

b. Unpaid Leave(s) of Absence

1. Teaching/Certified Staff

c. Appointments

1. Teaching/Certified Staff

- a. Recommendation for Probationary Appointment(s)
- b. Recommendation for Mentoring

2. Non-Instructional/Classified Staff

- a. Recommendation for Provisional Appointment(s)
- b. Recommendation for Probationary Appointment(s)

- c. Recommendation for Part-Time Appointment(s)
- d. Recommendation for Permanent Appointments from Civil Service Listing
- e. Recommendation for Change in Salary

d. Terminations

- 1. Non-Instructional/Classified Staff

D. Action Items (page 63)

- 1. Approval of Board Policy 2007 Resignation, Dismissal and Filling Vacancies, 2201 Annual Meeting and Nomination and Election of Board Members, and 2202 Regular Board Meetings. To be Deleted: 2101 Duties of the Clerk of the Board of Cooperative Educational Services, 2102 Duties of the Board of Cooperative Educational Services Attorney, and 2103 Board of Cooperative Educational Services Communications with Component Districts (*second reading*)
- 2. Approval of Board Policy 1102 Printed Materials and Media Relations, 5003 Fire and Emergency Drills, 5305 Use of Copyrighted Materials, and 6101 Probation and Tenure (*first reading*)
- 3. Approval of Timothy School/TIM Academy Contract 2023-2024
- 4. Approval of Parallel Learning, Inc. Contract

5:20 VIII. Board Topic(s)/Discussion Item(s)

5:25 IX. Old Business

5:30 X. Executive Session

Executive Session Items:

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

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

Adjournment immediately following

Board members are invited to attend the CTE Open House

**ONEIDA-HERKIMER-MADISON BOCES
TREASURER'S REPORT
MARCH 2024 BOARD MEETING**

FOR THE MONTH ENDING JANUARY 2024

BANK BALANCES BY FUND:

FUND	BANK	TYPE	BEGINNING BALANCE	PLUS RECEIPTS	MINUS DISBURSE	ENDING BALANCE
CAPITAL	JPM/CHASE	MMKT	8,110.80	17.22	-	8,128.02
GENERAL	JPM/CHASE	MMKT	5,020,485.06	16,443,818.23	13,605,649.71	7,858,653.58
GENERAL-MULTI C/D	JPM/CHASE	CHECK	2,352,766.38	11,308,436.73	11,300,188.23	2,361,014.88
GENERAL-MULTI C/R	JPM/CHASE	CHECK	188,004.32	12,700,184.51	12,735,000.00	153,188.83
GENERAL-LEARNING	JPM/CHASE	CHECK	3,420.92	-	-	3,420.92
GENERAL-MULTI C/R	NBT	MMKT	239.27	2,672.51	-	2,911.78
GENERAL FUND	MCB	MMKT	-	1,002,870.40	-	1,002,870.40
LUNCH-MULTI C/D	JPM/CHASE	CHECK	-	114,557.36	114,557.36	-
LUNCH-MULTI C/R	JPM/CHASE	CHECK	8,216.16	14,414.89	20,000.00	2,631.05
LUNCH C/R	JPM/CHASE	CHECK	2,912.82	14,636.80	15,000.00	2,549.62
LUNCH-MULTI C/R	NBT	MMKT	22,118.68	25,768.67	25,127.60	22,759.75
LUNCH FUND	MCB	MMKT	-	1,002,868.85	-	1,002,868.85
SPEC AID-MULTI C/R	NBT	MMKT	-	-	-	-
SPEC AID-MULTI C/R	JPM/CHASE	CHECK	-	2,815,741.70	2,815,000.00	741.70
SPEC AID-MULTI C/D	JPM/CHASE	CHECK	-	181,517.79	181,517.79	-
TRUST/CM SCHOL	NBT	MMKT	-	-	-	-
TRUST/CM SCHOL	JPM/CHASE	MMKT	72,546.78	154.03	-	72,700.81
EXTRA-CURR/CM	JPM/CHASE	MMKT	23,444.78	4,193.90	2,388.39	25,250.29
TOTAL CASH			11,391,086.50	45,631,853.59	40,814,429.08	12,519,690.48

TOTAL CASH BY FUND:

CAPITAL	8,128.02
GENERAL	11,382,060.39
SCHOOL LUNCH	1,030,809.27
SPECIAL AID	741.70
TRUST/AGENCY	72,700.81
EXTRA-CURRICULAR	25,250.29
TOTAL	12,519,690.48

TOTAL CASH BY BANK:

MCB	2,005,739.25
JPM/CHASE	10,488,279.70
NBT	25,671.53
TOTAL	12,519,690.48

CHECKING RECONCILIATION:

BANK BALANCE	OUTSTANDING CHECKS	ENDING BALANCE
3,824,756.52	1,463,741.64	2,361,014.88

31,307.41	6,057.12	25,250.29
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CERTIFICATION:

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

Christine Turczyn
CHRISTINE TURCZYN TREASURER

Michele North
MICHELE NORTH DEPUTY TREASURER

VII B. 1.
Acceptance of Report of
the Treasurer, January 2024
March 13, 2024

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

BOARD MEETING PRESENTATION
 January 31, 2023

CHECKING ACCOUNT - NBT BANK		CLUB ACCOUNT BALANCES	
BALANCE: BEGINNING OF THE MONTH	\$ 23,444.78	FUTURE FARMERS OF AMERICA	\$ 13,646.56
PLUS: RECEIPTS	\$ 4,193.90	SKILLS USA	\$ 6,547.54
LESS: EXPENDITURES	<u>(2,388.39)</u>	P-TECH	\$ 4,620.08
BALANCE: END OF MONTH	<u>\$ 25,250.29</u>	SALES TAX	\$ 436.11
BANK RECONCILIATION		ACCOUNT TOTALS, END OF MONTH	<u>\$ 25,250.29</u>
BALANCE PER BANK STATEMENT	\$ 31,307.41		
PLUS: DEPOSITS IN TRANSIT	\$ -		
LESS: OUTSTANDING CHECKS	<u>(6,057.12)</u>		
RECONCILED BALANCES	<u>\$ 25,250.29</u>		
CASH: END OF MONTH	<u>\$ 25,250.29</u>	CASH: END OF MONTH	<u>\$ 25,250.29</u>

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

Connor J. Thelwell

TREASURER, EXTRA-CURRICULAR ACTIVITY FUND

RECONCILING ITEMS

DEPOSITS IN TRANSIT

DATE

AMOUNT

OUTSTANDING CHECKS

CHECK NUMBER

AMOUNT

TOTAL		
	1280	60.65
	1329	50.00
	1332	50.00
	1369	120.00
	1397	50.00
	1405	495.00
	1406	3,172.00
	1408	500.00
	1409	1,177.22
	1410	382.25
		<u>6,057.12</u>

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 01/31/2024

Fiscal Year: 2024

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
001 ADMINISTRATIVE COSER			4,132,815.50	90,905.12	4,223,720.62	1,480,599.25	2,795,771.13	143,554.88
002 CAPITAL/RENT EXPENDITURES			3,238,699.23	2,461.11	3,239,160.34	1,619,177.11	1,619,983.23	0.00
101 OCCUPATIONAL EDUCATION			8,729,015.00	-320,107.96	8,408,907.04	4,169,454.21	4,150,257.79	0.00
102 ADULT EDUCATION			43,755.00	0.00	43,755.00	21,877.50	21,877.50	0.00
103 SECONDARY OCC ED/MADISON BOCES			22,118.00	-22,118.00	0.00	1,151.58	0.00	1,151.58
107 CTE-HANDICAPPED			611,911.00	294,547.33	906,458.33	397,285.53	461,216.47	0.00
109 OCC. ED./MADISON BOCES XC			30,006.00	23,974.00	53,980.00	21,453.12	32,902.09	375.21
201 8:1:2 PROGRAM			7,523,918.00	1,903,712.89	9,427,630.89	4,517,763.96	4,905,564.83	122.70
202 INTENSE MGMT NEEDS/MADISON BOCES			0.00	65,645.65	65,645.65	20,866.98	44,778.67	0.00
203 12:1:1 ADJUSTMENT PROGRAM			1,239,460.00	-1,239,460.00	0.00	0.00	0.00	0.00
204 12:1:1 MILD/MODERATE PROGRAM			2,131,375.00	493,386.54	2,624,761.54	1,229,596.85	1,394,513.55	0.00
205 SPECIAL CLASS: OPTION 2/MADISON BOCE			458,129.00	-149,096.00	309,033.00	177,258.43	144,231.78	12,457.21
206 TRANSITIONAL PLNG & IMPLEMENTATION			547,509.00	362,456.13	909,965.13	377,910.85	532,054.28	0.00
209 12:1:4 DEV/MD PROGRAM			6,725,382.00	147,774.63	6,873,156.63	3,355,665.79	3,502,446.86	236.02
214 SPECIAL ED. OPTION III/MADISON BOCES			348,037.00	-150,972.00	197,065.00	86,314.14	117,194.42	6,443.56
216 6:1:2 PROGRAM			2,864,944.00	-215,372.92	2,649,571.08	1,245,791.48	1,348,351.60	0.00
222 SPECIAL CLASS: OPTION 3/MADISON BOCE			281,958.00	92,490.43	374,448.43	150,303.05	239,131.54	14,986.16
223 1:8:1 PROGRAM/JEFF-LEWIS BOCES			0.00	0.00	0.00	526.44	0.00	526.44
225 ELEM IMN 6:1:2.5/MADISON			401,879.00	-69,701.00	332,178.00	221,646.68	117,880.39	7,349.07
228 SKILLS DEV-ELEM (12:1:1)/MADISON BOC			0.00	182,399.00	182,399.00	63,794.85	125,737.67	7,133.52
230 INTENSE MGMT NEED/MADISON BOCES			0.00	182,014.00	182,014.00	50,189.81	131,824.19	0.00
232 AUTISM-SECONDARY(6:1:1)/MADISON BOCE			0.00	166,520.00	166,520.00	88,698.86	91,098.02	13,276.88
303 ART			174,333.60	-24,904.80	149,428.80	77,827.50	71,601.30	0.00
305 GUIDANCE			258,579.00	0.00	258,579.00	119,592.80	138,986.20	0.00
306 TECHNOLOGY			86,203.60	0.00	86,203.60	43,101.80	43,101.80	0.00
308 PHYSICAL EDUCATION			139,747.50	0.00	139,747.50	69,873.75	69,873.75	0.00
310 NURSE PRACTITIONER			406,492.80	-35,409.13	371,083.67	184,545.04	186,538.63	0.00
312 SCHOOL PHYSICIAN			61,236.76	-4,807.23	56,429.53	27,920.25	28,509.28	0.00
313 SCHOOL PSYCHOLOGIST			358,139.00	-60,473.12	297,665.88	144,271.35	153,300.03	0.00
314 SCHOOL SOCIAL WORKER			277,789.50	-14,403.90	263,385.60	133,015.61	130,369.99	0.00
315 SPEECH IMPROVEMENT			697,260.50	41,596.29	738,856.79	361,593.04	377,263.75	0.00
316 VISUALLY IMPAIRED			109,686.75	365.63	110,052.38	55,026.23	55,026.15	0.00
317 COMPUTER INSTRUCTION			75,516.32	-75,516.32	0.00	0.00	0.00	0.00
318 DEAF			163,415.00	-8,987.82	154,427.18	79,139.56	75,287.62	0.00
321 PHYS. THERAPY			162,300.00	0.00	162,300.00	81,150.00	81,150.00	0.00
322 OCCUPATIONAL THERAPY			238,360.50	0.00	238,360.50	119,180.25	119,180.25	0.00
325 HOME ECONOMICS			140,213.40	-23,368.90	116,844.50	59,720.53	57,123.97	0.00
326 ENGLISH/SECOND LANG. INTSR.			682,571.50	-168,017.60	514,553.90	258,443.73	256,110.17	0.00
332 CURRICULUM SUPERVISION COORDINATION			0.00	116,542.03	116,542.03	35,143.44	81,398.59	0.00
338 MUSIC TEACHER			183,643.20	204,048.00	387,691.20	163,238.40	224,452.80	0.00

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

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 01/31/2024

Fiscal Year: 2024

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
345	SHARED BUSINESS OFFICIAL		0.00	30,187.00	30,187.00	6,749.78	8,437.22	0.00
346	AUDIOLOGY/OSWEGO BOCES		125,559.12	112,130.51	237,689.63	117,894.83	125,252.61	5,457.81
355	GENERAL SUPERVISION COORDINATION		81,400.20	0.00	81,400.20	40,700.10	40,700.10	0.00
357	BILINGUAL/ESL ITINERANT MADISON BOCE		21,720.00	920.00	22,640.00	11,931.60	11,320.00	611.60
402	EXPLOR. ENRICHMENT/JEFF LEWIS BOCES		9,100.00	6,740.00	15,840.00	7,545.56	8,294.44	0.00
405	PERFORMING ARTS		140,012.50	290,025.38	430,037.88	183,177.18	246,860.70	0.00
408	ALTERNATIVE EDUCATION		7,255,284.00	396,791.94	7,652,075.94	3,763,145.50	3,793,774.70	42,868.00
410	HOSPITAL BASED/ONONDAGA BOCES		8,856.00	0.00	8,856.00	5,296.17	4,590.00	1,030.17
411	ALTERNATIVE H.S. EQUIV		66,810.00	-66,810.00	0.00	0.00	0.00	0.00
415	PORTABLE PLANETARIUM		0.00	10,075.00	10,075.00	2,112.52	7,962.48	0.00
417	GED - EA - MADISON BOCES		148,529.24	-17,278.44	131,250.80	70,485.33	61,964.15	1,198.68
420	REGIONAL PROGRAM EXCELLENCE		163,852.00	4,634.00	168,486.00	82,609.09	85,876.91	0.00
426	DISTANCE LEARNING/MADISON BOCES		85,591.45	590,215.33	675,806.78	474,867.54	346,079.33	145,140.09
427	SUMMER SCHOOL/MADISON BOCES		0.00	1,372.00	1,372.00	392.00	980.00	0.00
428	SUMMER SCHOOL		647,736.00	-149,713.00	498,023.00	256,942.52	241,080.48	0.00
438	DISTANCE LEARNING		1,934,901.78	698,680.44	2,633,582.22	1,081,655.74	1,199,101.37	0.00
461	DISTANCE LEARNING/CAPITAL REGION BOC		0.00	9,540.00	9,540.00	2,725.72	6,814.28	0.00
462	EXPLORATORY ENRICHMENT/MONROE 2		0.00	148,931.50	148,931.50	0.00	148,931.50	0.00
479	DL SYNERGY VIRTUAL HS/CITI BOCES		47,800.00	-10.00	47,790.00	28,385.28	25,886.12	6,481.40
502	EDUCATIONAL COMMUNICATIONS		1,031,188.84	42,462.40	1,073,651.24	533,978.27	528,409.69	14,878.95
504	TECHNICAL REPAIR SERVICE		986,939.90	170,199.07	1,157,138.97	472,578.16	487,778.19	0.00
505	PRINTING		1,215,969.00	66,772.58	1,282,741.58	593,507.43	679,733.87	4,823.17
507	PRINTING/MADISON		0.00	1,217.22	1,217.22	0.00	1,217.22	0.00
509	SCH. CURR/CAYUGA BOCES		42,946.93	-1,038.49	41,908.44	21,241.71	21,161.85	495.12
510	LEARNING TECHNOLOGY		3,205,941.34	920,469.75	4,126,411.09	1,860,272.74	1,861,803.69	0.00
511	SCH. CURR./CAPITAL REGION		0.00	16,357.76	16,357.76	1,062.36	15,295.40	0.00
514	MODEL SCHOOLS-MADISON BOCES		267,468.97	8,511.68	275,980.65	156,465.72	138,225.45	18,710.52
515	COMMON LEARNING OBJ-MADISON BOCES		2,855,002.20	354,294.85	3,209,297.05	1,553,199.91	1,680,255.29	24,158.15
518	SCIENCE KITS		1,258,319.41	311,876.35	1,570,195.76	777,022.35	786,648.65	866.58
520	SCH CURR./MADISON BOCES		975.00	549.50	1,524.50	563.92	1,063.39	102.81
521	SCHOOL CURRICULUM IMPROVEMENT SERVIC		1,828,831.80	795,050.06	2,623,881.86	1,219,230.84	1,354,711.86	0.00
531	SCH. CURRIC/MSWHE BOCES		0.00	295.00	295.00	0.00	295.00	0.00
532	SDP/ADMIN./GREATER SOUTH. TIER BOCES		0.00	0.00	0.00	92.97	0.00	92.97
535	SCH CURRIC/HERKIMER BOCES		0.00	170.30	170.30	75.68	94.62	0.00
538	MODEL SCHOOLS		295,607.04	-155,073.81	140,533.23	70,266.63	70,266.60	0.00
542	SCH CURR/JEFF-LEWIS BOCES		0.00	665.56	665.56	110.93	554.63	0.00
543	HRD/SFTWARE/OSWEGO BOCES		2,920.20	704.90	3,625.10	2,406.38	1,851.72	633.00
545	COMMUNITY SCHOOL RESOURCES		2,480,038.05	509,402.58	2,989,440.63	1,418,993.55	1,570,447.08	0.00
547	CDOS CREDENTIAL MGT SYS OSWEGO BOCES		2,770.35	250.00	3,020.35	1,889.81	1,524.03	393.49
549	SEC III INTERSCHOLASTIC SPORTS/OOCM B		0.00	73,268.52	73,268.52	30,955.56	42,312.96	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: 01/31/2024

Fiscal Year: 2024

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
555 SUPERINTENDENT EVAL/ERIE 2 BOCES			2,176.88	5,388.12	7,565.00	2,708.41	4,937.09	80.50
560 CPSE			152,295.00	-8,520.00	143,775.00	71,887.50	71,887.50	0.00
565 SCH CURRICULUM/ERIE 2 BOCES			6,600.00	0.00	6,600.00	3,722.52	3,300.00	422.52
570 HOME SCHOOL COORDINATION/MADISON BOC			0.00	2,353.00	2,353.00	672.28	1,680.72	0.00
573 INSTR TECHNOLOGY/CAP REGION BOCES			0.00	1,751.12	1,751.12	778.28	972.84	0.00
574 SABA (SCHOOL AND BUSINESS ALLIANCE)			415,174.95	83,815.70	498,990.65	239,973.03	259,017.62	0.00
576 LIBRARY MEDIA SERVICE			699,318.37	182,726.06	882,044.43	405,403.16	413,228.99	0.00
578 LIBRARY AUTOMATION - MADISON BOCES			178,439.50	-15,151.50	163,288.00	82,342.75	81,646.67	701.42
579 DIVERSITY EQUITY & INCL/TOMPKINS BOC			1,050.00	386.00	1,436.00	696.56	739.44	0.00
601 COMPUTER SERVICES - MADISON BOCES			10,728,652.23	113,395.26	10,842,047.49	5,573,707.45	5,444,245.97	175,905.93
602 NEGOTIATIONS - MADISON BOCES			369,156.30	17,777.70	386,934.00	216,088.40	198,443.05	27,597.45
603 SCHOOL COMMUNICATIONS			518,351.01	291,907.31	810,258.32	360,019.52	450,345.27	106.47
604 CENTRAL BUSINESS OFFICE			509,846.43	-24,845.06	485,001.37	247,330.11	235,940.32	0.00
607 STAFF DEVELOPMENT - BUS DRIVERS			0.00	10,578.36	10,578.36	2,770.79	7,807.57	0.00
609 PLANNING SER: MANAGEMENT OCM BOCES			55,540.00	658.00	56,198.00	34,941.72	28,075.56	6,819.28
610 TELEPHONE INTERCONNECT			710,645.06	363,924.87	1,074,569.93	396,618.01	421,027.04	0.00
611 REGIONAL BUS MAINTENANCE-MADISON BOC			175,000.00	0.00	175,000.00	87,792.91	87,500.00	292.91
612 HEALTH COORDINATION/HERKIMER BOCES			12,259.00	0.00	12,259.00	6,129.50	6,129.50	0.00
613 FACILITY SERVICES			56,700.00	-21,262.50	35,437.50	18,900.00	16,537.50	0.00
614 SAFETY TRAINING/HERKIMER BOCES			0.00	21,320.00	21,320.00	9,475.56	11,844.44	0.00
615 POLICY PLANNING ERIE I			12,727.98	561.40	13,289.38	6,644.70	6,644.68	0.00
616 EMPLOYEE ASSISTANCE PROGRAM			20,608.00	0.00	20,608.00	10,304.00	10,304.00	0.00
617 TEACHER RECRUITING SERVICE			0.00	499.00	499.00	0.00	0.00	0.00
618 EMPLOYEE BENEFIT COORDINATION			133,166.00	50,000.00	183,166.00	66,583.00	66,583.00	0.00
620 SAFETY COORDINATOR			730,879.99	233,023.14	963,903.13	401,675.82	436,005.61	1,135.48
621 COORDINATION OF INSURANCE MANAGEMENT			7,125.00	0.00	7,125.00	3,562.50	3,562.50	0.00
622 REGIONAL BUS RADIOS - MADISON BOCES			9,800.00	128.00	9,928.00	4,966.96	4,964.00	2.96
623 STATE AID PLANNING - QUESTAR III BOC			44,515.00	-2,335.00	42,180.00	21,090.00	21,090.00	0.00
625 SUBSTITUTE TEACHER SERVICE			180,572.91	14,683.43	195,256.34	87,086.35	87,085.99	0.00
626 CENTRAL SCHOOL FOOD MANAGEMENT			740,176.75	224,983.12	965,159.87	482,579.93	482,579.94	0.00
627 RECORDS RETENTION			118,080.00	66,465.70	184,545.70	61,040.24	73,505.46	0.00
628 TELECOMMUNICATIONS			307,609.20	224,640.04	532,249.24	376,347.72	153,804.64	222,543.16
631 COOPERATIVE BID/MAD. BOCES			61,356.00	-239.70	61,116.30	36,253.65	30,558.13	5,695.48
632 HEALTH CARE COORD./DELAWARE BOC			22,969.00	1,778.00	24,747.00	12,686.13	12,373.50	312.63
633 GASB 45 PLNG/QUESTAR III			26,246.00	-5,091.00	21,155.00	10,577.50	10,577.50	0.00
634 STAFF DEV BD OF ED - HERKIMER BOCES			13,302.00	2,120.11	15,422.11	7,593.27	7,828.84	0.00
636 GASB 45 PLANNING/CLINTON-ESSEX			17,080.00	-4,610.00	12,470.00	6,235.00	6,235.00	0.00
637 FIXED ASSET INVENTORY/QUESTAR III			26,570.00	4,891.00	31,461.00	15,730.50	15,730.50	0.00
639 TRANSP./MADISON BOCES			1,926.00	-198.00	1,728.00	372.95	1,462.28	107.23
640 DRUG TESTING/JEFF-LEWIS BOCES			19,851.00	149.25	20,000.25	8,820.85	11,179.40	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: 01/31/2024

Fiscal Year: 2024

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
641	ON-LINE APPL./PUTNAM BOCES		43,202.00	291.25	43,493.25	21,746.63	21,746.62	0.00
645	INFO TECHNOLOGY/E. SUFFOLK BOCES		0.00	1,840.00	1,840.00	306.67	1,533.33	0.00
646	MEDICAID REIMBURSEMENT/MADISON BOCES		25,602.54	4,893.56	30,496.10	15,153.31	15,833.75	490.96
649	ACA COMPLIANCE/MADISON BOCES		15,988.00	1,299.05	17,287.05	9,826.57	8,643.52	1,183.04
650	TESTING - NYS ALT ADDMT-CAP REGION B		80,370.00	2,882.40	83,252.40	41,626.20	41,626.20	0.00
651	SCRIC/BROOME BOCES		49,984.65	11,416.11	61,400.76	30,179.77	31,220.99	0.00
655	SPECIAL ED AID ASSISTANCE SVC/QUESTA		31,645.75	633.25	32,279.00	16,139.52	16,139.48	0.00
656	EMPLOYEE RELATIONS/ONC BOCES		17,875.00	536.00	18,411.00	9,255.08	9,205.50	49.58
658	COOP BID/DCMO BOCES		19,416.94	5,934.12	25,351.06	13,654.77	12,675.53	979.24
659	TIER 4 ENHANCED/CAP REGION BOCES		143,261.64	98,665.92	241,927.56	165,393.81	76,533.75	0.00
660	EMPLOYEE ASSISTANCE/DCMO BOCES		7,963.86	383.26	8,347.12	4,528.62	4,185.93	367.43
661	WEB HOSTING/CAPITAL REGION BOCES		0.00	4,285.00	4,285.00	2,142.50	2,142.50	0.00
662	COMPUTER MANAGEMENT/S.WESTCHESTER BO		0.00	71,437.17	71,437.17	30,985.57	40,451.60	0.00
663	TRANSPORT PLANNING/FRANKLIN ESSEX BO		0.00	5,775.00	5,775.00	0.00	5,775.00	0.00
679	PLANNING SERVICE/ERIE 2 BOCES		0.00	20,075.00	20,075.00	6,844.44	13,230.56	0.00
Total GENERAL FUND			87,277,546.92	9,038,957.54	96,316,504.46	45,910,534.12	49,021,973.99	920,349.41

Selection Criteria

Criteria Name: Shared: REV RPT FOR BD/MONTH Modified
 As Of Date: 01/31/2024
 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: 01/31/2024

Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
001 ADMINISTRATIVE COSER		3,932,790.79	90,905.12	4,023,695.91	809,022.41	666,785.23	2,547,888.27
002 CAPITAL/RENT EXPENDITURES		3,236,699.23	2,461.11	3,239,160.34	3,001,624.46	237,535.86	0.02
101 OCCUPATIONAL EDUCATION		6,389,160.03	-337,395.57	6,051,764.46	2,405,797.49	3,181,575.51	464,391.46
103 SECONDARY OCC ED/MADISON BOCES		22,118.00	-22,118.00	0.00	0.00	0.00	0.00
105 SUMMER COSMETOLOGY		20,000.00	-20,000.00	0.00	0.00	0.00	0.00
107 CTE-HANDICAPPED		848,023.00	286,327.63	1,134,350.63	257,928.31	487,604.84	388,817.48
109 OCC. ED./MADISON BOCES XC		30,006.00	23,974.00	53,980.00	17,196.49	0.00	36,783.51
201 8:1:2 PROGRAM		4,951,414.92	1,192,755.49	6,144,170.41	1,975,608.94	3,245,180.89	923,380.58
202 INTENSE MGMT NEEDS/MADISON BOCES		0.00	65,645.65	65,645.65	24,344.79	0.00	41,300.86
203 12:1:1 ADJUSTMENT PROGRAM		646,064.03	-646,064.03	0.00	0.00	0.00	0.00
204 12:1:1 MILD/MODERATE PROGRAM		1,297,449.22	332,928.84	1,630,378.06	451,249.56	785,371.69	393,756.81
205 SPECIAL CLASS: OPTION 2/MADISON BOCES		458,129.00	-149,096.00	309,033.00	109,476.37	0.00	199,556.63
206 TRANSITIONAL PLNG & IMPLEMENTATION		513,138.00	341,936.13	855,074.13	122,553.75	563,520.60	168,999.78
209 12:1:4 DEV/MD PROGRAM		3,574,635.48	306,839.60	3,881,475.08	1,033,343.03	1,749,451.23	1,098,680.82
214 SPECIAL ED. OPTION III/MADISON BOCES		348,037.00	-150,972.00	197,065.00	65,762.65	0.00	131,302.35
216 6:1:2 PROGRAM		2,270,060.38	-244,147.85	2,025,912.53	615,793.85	946,543.38	463,575.30
222 SPECIAL CLASS: OPTION 3/MADISON BOCES		281,958.00	92,490.43	374,448.43	106,983.17	0.00	267,465.26
225 ELEM IMN 6:1:2.5/MADISON		401,879.00	-69,701.00	332,178.00	170,332.97	0.00	161,845.03
228 SKILLS DEV-ELEM (12:1:1)/MADISON BOCES		0.00	182,399.00	182,399.00	46,171.63	0.00	136,227.37
230 INTENSE MGMT NEED/MADISON BOCES		0.00	182,014.00	182,014.00	55,499.58	0.00	126,514.42
232 AUTISM-SECONDARY(6:1:1)/MADISON BOCES		0.00	166,520.00	166,520.00	61,043.60	0.00	105,476.40
303 ART		250,099.71	-62,262.00	187,837.71	47,007.50	90,214.07	50,616.14
305 GUIDANCE		241,477.47	0.00	241,477.47	84,061.96	130,683.43	26,732.08
306 TECHNOLOGY		129,192.37	0.00	129,192.37	48,566.44	69,845.99	10,779.94
308 PHYSICAL EDUCATION		273,794.16	0.00	273,794.16	101,921.58	154,327.61	17,544.97
310 NURSE PRACTITIONER		436,783.35	15,402.47	452,185.82	166,015.13	240,224.79	45,945.90
312 SCHOOL PHYSICIAN		67,401.00	-4,807.23	62,593.77	32,715.50	32,715.25	-2,836.98
313 SCHOOL PSYCHOLOGIST		563,748.70	-60,473.12	503,275.58	186,179.55	260,297.11	56,798.92
314 SCHOOL SOCIAL WORKER		305,371.43	-14,403.90	290,967.53	102,609.47	150,746.30	37,611.76
315 SPEECH IMPROVEMENT		681,219.93	41,596.29	722,816.22	273,746.57	458,627.56	-9,557.91
316 VISUALLY IMPAIRED		105,058.69	365.63	105,424.32	39,408.91	69,786.27	-3,770.86
317 COMPUTER INSTRUCTION		89,115.52	-89,115.52	0.00	0.00	0.00	0.00
318 DEAF		157,386.04	-8,987.82	148,398.22	49,194.31	87,642.07	11,561.84
321 PHYS. THERAPY		155,986.04	0.00	155,986.04	55,305.22	90,317.54	10,363.28
322 OCCUPATIONAL THERAPY		221,452.41	0.00	221,452.41	77,315.45	115,857.58	28,279.38
325 HOME ECONOMICS		222,288.31	-46,737.80	175,550.51	46,721.67	54,665.86	74,162.98
326 ENGLISH/SECOND LANG. INTRSR.		764,121.11	-168,017.60	596,103.51	191,399.41	306,158.31	98,545.79
332 CURRICULUM SUPERVISION COORDINATION		0.00	134,403.93	134,403.93	189,848.08	0.00	-55,444.15
338 MUSIC TEACHER		288,970.47	163,238.40	452,208.87	130,426.84	203,158.91	118,623.12
345 SHARED BUSINESS OFFICIAL		0.00	30,187.00	30,187.00	26,150.70	0.00	4,036.30

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 01/31/2024

Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
346	AUDIOLOGY/OSWEGO BOCES	125,559.12	112,130.51	237,689.63	0.00	0.00	237,689.63
355	GENERAL SUPERVISION COORDINATION	78,300.20	0.00	78,300.20	32,619.73	37,152.36	8,528.11
357	BILINGUAL/ESL ITINERANT MADISON BOCES	21,720.00	920.00	22,640.00	9,056.00	0.00	13,584.00
402	EXPLOR. ENRICHMENT/JEFF LEWIS BOCES	9,100.00	6,740.00	15,840.00	15,840.00	0.00	0.00
405	PERFORMING ARTS	138,747.86	290,025.38	428,773.24	264,148.94	55,174.94	109,449.36
408	ALTERNATIVE EDUCATION	6,020,577.95	250,730.74	6,271,308.69	2,356,158.20	3,663,463.46	251,687.03
410	HOSPITAL BASED/ONONDAGA BOCES	8,856.00	0.00	8,856.00	2,052.00	0.00	6,804.00
411	ALTERNATIVE H.S. EQUIV	66,697.64	-66,810.00	-112.36	29.76	4,505.24	-4,647.36
415	PORTABLE PLANETARIUM	0.00	10,725.00	10,725.00	450.19	0.00	10,274.81
417	GED - EA - MADISON BOCES	148,529.24	-17,278.44	131,250.80	43,964.55	0.00	87,286.25
420	REGIONAL PROGRAM EXCELLENCE	149,635.78	4,634.00	154,269.78	49,319.76	46,718.64	58,231.38
426	DISTANCE LEARNING/MADISON BOCES	85,591.45	590,215.33	675,806.78	268,088.50	0.00	407,718.28
427	SUMMER SCHOOL/MADISON BOCES	0.00	1,372.00	1,372.00	457.33	0.00	914.67
428	SUMMER SCHOOL	614,095.28	-162,043.43	452,051.85	561,571.93	2,628.76	-112,148.84
438	DISTANCE LEARNING	1,865,276.50	715,383.38	2,580,659.88	1,122,423.92	1,010,490.06	447,745.90
461	DISTANCE LEARNING/CAPITAL REGION BOCES	0.00	9,540.00	9,540.00	2,385.00	1,192.50	5,962.50
462	EXPLORATORY ENRICHMENT/MONROE 2	0.00	148,931.50	148,931.50	0.00	145,676.86	3,254.64
479	DL SYNERGY VIRTUAL HS/CITI BOCES	47,800.00	-10.00	47,790.00	0.00	0.00	47,790.00
502	EDUCATIONAL COMMUNICATIONS	982,895.14	43,026.78	1,025,921.92	451,161.29	270,951.81	303,808.82
504	TECHNICAL REPAIR SERVICE	1,319,273.91	178,078.79	1,497,352.70	479,471.05	423,474.43	594,407.22
505	PRINTING	1,220,991.98	101,671.90	1,322,663.88	703,032.54	601,362.68	18,268.66
507	PRINTING/MADISON	0.00	1,217.22	1,217.22	0.00	0.00	1,217.22
509	SCH. CURR/CAYUGA BOCES	42,946.93	-1,038.49	41,908.44	16,777.41	4,188.54	20,942.49
510	LEARNING TECHNOLOGY	3,141,049.04	920,469.75	4,061,518.79	1,994,537.85	958,107.70	1,108,873.24
511	SCH. CURR./CAPITAL REGION	0.00	16,357.76	16,357.76	6,374.15	9,983.61	0.00
514	MODEL SCHOOLS-MADISON BOCES	267,468.97	8,511.68	275,980.65	110,319.12	0.00	165,661.53
515	COMMON LEARNING OBJ-MADISON BOCES	2,855,002.20	354,294.85	3,209,297.05	1,648,392.17	0.00	1,560,904.88
518	SCIENCE KITS	1,165,890.96	277,731.72	1,443,622.68	735,802.64	548,595.60	159,224.44
520	SCH CURR./MADISON BOCES	975.00	549.50	1,524.50	414.29	0.00	1,110.21
521	SCHOOL CURRICULUM IMPROVEMENT SERVICE	2,022,062.60	849,282.77	2,871,345.37	1,323,797.26	664,115.46	883,432.65
531	SCH. CURRIC/OSWEGO BOCES	0.00	295.00	295.00	0.00	295.00	0.00
535	SCH CURRIC/HERKIMER BOCES	0.00	170.30	170.30	170.30	0.00	0.00
538	MODEL SCHOOLS	427,226.25	-119,336.83	307,889.42	145,778.21	138,196.82	23,914.39
542	SCH CURR/JEFF-LEWIS BOCES	0.00	665.56	665.56	629.26	0.00	36.30
543	HRD/SFTWARE/OSWEGO BOCES	2,920.20	704.90	3,625.10	0.00	0.00	3,625.10
545	COMMUNITY SCHOOL RESOURCES	2,342,875.50	528,578.91	2,871,454.41	1,345,872.81	1,395,990.01	129,591.59
547	CDOS CREDENTIAL MGT SYS OSWEGO BOCES	2,770.35	250.00	3,020.35	0.00	0.00	3,020.35
549	SEC III INTERSCHOLASTIC SPORTS/OCM BOCES	0.00	73,268.52	73,268.52	29,004.96	8,805.90	35,457.66
555	SUPERINTENDENT EVALUATION BOCES	2,176.88	5,388.12	7,565.00	2,836.88	0.00	4,728.12
560	CPSE	133,171.65	-8,520.00	124,651.65	51,984.23	69,575.60	3,091.82

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 01/31/2024

Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
565 SCH CURRICULUM/ERIE 2 BOCES		6,600.00	0.00	6,600.00	0.00	0.00	6,600.00
570 HOME SCHOOL COORDINATION/MADISON BOCES		0.00	2,353.00	2,353.00	784.33	0.00	1,568.67
573 INSTR TECHNOLOGY/CAP REGION BOCES		0.00	1,751.12	1,751.12	1,751.12	0.00	0.00
574 SABA (SCHOOL AND BUSINESS ALLIANCE)		418,374.23	83,815.70	502,189.93	183,394.60	242,779.90	76,015.43
576 LIBRARY MEDIA SERVICE		674,694.20	178,467.99	853,162.19	500,930.05	201,395.04	150,837.10
578 LIBRARY AUTOMATION - MADISON BOCES		178,439.50	-15,151.50	163,288.00	65,344.00	0.00	97,944.00
579 DIVERSITY EQUITY & INCL/TOMPKINS BOCES		1,050.00	386.00	1,436.00	718.00	0.00	718.00
601 COMPUTER SERVICES - MADISON BOCES		10,728,652.23	113,395.26	10,842,047.49	5,547,312.53	0.00	5,294,734.96
602 NEGOTIATIONS - MADISON BOCES		369,156.30	17,777.70	386,934.00	154,291.75	0.00	232,642.25
603 SCHOOL COMMUNICATIONS		746,836.72	291,552.41	1,038,389.13	396,545.96	405,394.14	236,449.03
604 CENTRAL BUSINESS OFFICE		489,491.33	-24,845.06	464,646.27	215,367.09	137,248.71	112,030.47
607 STAFF DEVELOPMENT - BUS DRIVERS		0.00	10,578.36	10,578.36	13,564.42	8,293.75	-11,279.81
609 PLANNING SER: MANAGEMENT OCM BOCES		55,540.00	658.00	56,198.00	22,479.20	5,619.80	28,099.00
610 TELEPHONE INTERCONNECT		723,670.86	364,736.50	1,088,407.36	314,601.75	370,809.17	402,996.44
611 REGIONAL BUS MAINTENANCE-MADISON BOCES		175,000.00	0.00	175,000.00	70,000.00	0.00	105,000.00
612 HEALTH COORDINATION/HERKIMER BOCES		12,259.00	0.00	12,259.00	6,129.50	0.00	6,129.50
613 FACILITY SERVICES		122,098.00	-45,786.75	76,311.25	59,189.46	2,122.48	14,999.31
614 SAFETY TRAINING/HERKIMER BOCES		0.00	21,320.00	21,320.00	10,660.00	0.00	10,660.00
615 POLICY PLANNING ERIE I		12,727.98	561.40	13,289.38	7,752.15	0.00	5,537.23
616 EMPLOYEE ASSISTANCE PROGRAM		27,160.00	0.00	27,160.00	13,030.88	9,555.86	4,573.26
617 TEACHER RECRUITING SERVICE		0.00	499.00	499.00	0.00	499.00	0.00
618 EMPLOYEE BENEFIT COORDINATION		200,372.14	50,000.00	250,372.14	70,166.49	59,897.95	120,307.70
620 SAFETY COORDINATOR		772,749.89	230,972.22	1,003,722.11	310,604.97	441,238.88	251,878.26
621 COORDINATION OF INSURANCE MANAGEMENT		8,464.00	0.00	8,464.00	6,142.26	5,023.95	-2,702.21
622 REGIONAL BUS RADIOS - MADISON BOCES		9,800.00	128.00	9,928.00	3,971.20	0.00	5,956.80
623 STATE AID PLANNING - QUESTAR III BOCES		44,515.00	-2,335.00	42,180.00	42,180.00	0.00	0.00
625 SUBSTITUTE TEACHER SERVICE		166,302.31	14,683.43	180,985.74	77,752.58	40,137.96	63,095.20
626 CENTRAL SCHOOL FOOD MANAGEMENT		777,436.61	224,983.12	1,002,419.73	367,268.51	333,990.14	301,161.08
627 RECORDS RETENTION		121,516.54	66,465.70	187,982.24	59,423.10	28,322.44	100,236.70
628 TELECOMMUNICATIONS		337,300.42	224,640.04	561,940.46	195,499.28	277,032.59	89,408.59
631 COOPERATIVE BID/MAD. BOCES		61,356.00	-239.70	61,116.30	24,446.52	0.00	36,669.78
632 HEALTH CARE COORD./DELAWARE BOC		22,969.00	1,778.00	24,747.00	9,898.80	2,474.70	12,373.50
633 GASB 45 PLNG/QUESTAR III		26,246.00	-5,091.00	21,155.00	8,462.00	2,115.50	10,577.50
634 STAFF DEV BD OF ED - HERKIMER BOCES		13,302.00	2,120.11	15,422.11	7,711.08	0.00	7,711.03
636 GASB 45 PLANNING/CLINTON-ESSEX		17,080.00	-4,610.00	12,470.00	5,195.79	1,039.19	6,235.02
637 FIXED ASSET INVENTORY/QUESTAR III		26,570.00	4,891.00	31,461.00	12,584.40	3,146.10	15,730.50
639 TRANSP./MADISON BOCES		1,926.00	-198.00	1,728.00	235.71	0.00	1,492.29
640 DRUG TESTING/JEFF-LEWIS BOCES		19,851.00	149.25	20,000.25	16,108.25	0.00	3,892.00
641 ON-LINE APPL./PUTNAM BOCES		43,202.00	291.25	43,493.25	17,397.30	0.00	26,095.95
645 INFO TECHNOLOGY/E. SUFFOLK BOCES		0.00	1,840.00	1,840.00	1,150.00	0.00	690.00

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 01/31/2024
Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
646	MEDICAID REIMBURSEMENT/MADISON BOCES	25,602.54	4,893.56	30,496.10	11,759.80	0.00	18,736.30
649	ACA COMPLIANCE/MADISON BOCES	15,988.00	1,299.05	17,287.05	6,914.82	0.00	10,372.23
650	TESTING - NYS ALT ADDMT-CAP REGION BOCES	80,370.00	2,882.40	83,252.40	79,468.20	630.70	3,153.50
651	SCRIC/BROOME BOCES	49,984.65	11,416.11	61,400.76	61,400.76	0.00	0.00
655	SPECIAL ED AID ASSISTANCE SVC/QUESTAR	31,645.75	633.25	32,279.00	12,911.60	3,227.90	16,139.50
656	EMPLOYEE RELATIONS/ONC BOCES	17,875.00	536.00	18,411.00	9,205.50	1,841.10	7,364.40
658	COOP BID/DCMO BOCES	19,416.94	5,934.12	25,351.06	10,140.42	2,535.11	12,675.53
659	TIER 4 ENHANCED/CAP REGION BOCES	143,261.64	98,665.92	241,927.56	122,505.29	19,189.56	100,232.71
660	EMPLOYEE ASSISTANCE/DCMO BOCES	7,963.86	383.26	8,347.12	3,338.84	834.71	4,173.57
661	WEB HOSTING/CAPITAL REGION BOCES	0.00	4,285.00	4,285.00	4,284.98	714.18	-714.16
662	COMPUTER MANAGEMENT/S.WESTCHESTER BOCES	0.00	71,437.17	71,437.17	28,023.36	0.00	43,413.81
663	TRANSPORT PLANNING/FRANKLIN ESSEX BOCES	0.00	5,775.00	5,775.00	0.00	5,775.00	0.00
679	PLANNING SERVICE/ERIE 2 BOCES	0.00	20,075.00	20,075.00	6,844.44	0.00	13,230.56
701	OPERATIONS & MAINTENANCE	3,462,518.37	24,524.25	3,487,042.62	1,354,981.40	1,053,513.17	1,078,548.05
702	SPECIAL EDUCATION ADMINISTRATION	1,196,699.65	81,953.15	1,278,652.80	606,159.32	479,325.30	193,168.18
703	PROGRAM TRANSPORTATION	288,198.99	2,239.94	290,438.93	6,621.85	356,789.94	-72,972.86
704	CENTRAL SUPERVISION	473,079.11	-33,664.00	439,415.11	255,313.17	187,592.91	-3,490.97
706	GENERAL ITINERANT SUPERVISION	0.00	0.00	0.00	0.00	0.00	0.00
707	TRANSITION PLANNING SERVICE	55,715.00	0.00	55,715.00	26,564.46	23,621.80	5,528.74
708	TEACHING ASSISTANT	963,974.79	39,397.25	1,003,372.04	248,394.99	469,051.73	285,925.32
709	RESEARCH AND DEVELOPMENT	254,103.00	0.00	254,103.00	69,394.07	45,324.61	139,384.32
713	INFO & TECH SUPERVISION	496,032.66	8,027.46	504,060.12	226,330.07	163,377.90	114,352.15
715	Speech Therapy - Related Service	915,057.57	9,049.13	924,106.70	323,991.26	497,252.88	102,862.56
716	Visually Impaired - Related Service	41,152.62	-846.03	40,306.59	9,378.31	17,437.80	13,490.48
718	Hearing Impaired - Related Service	0.00	11,820.00	11,820.00	3,140.03	5,594.20	3,085.77
720	PHYSICAL THERAPY - RELATED SERVICE	199,749.99	41,403.37	241,153.36	95,665.50	150,504.10	-5,016.24
721	School Social Worker	1,291,576.00	108,455.22	1,400,031.22	469,242.40	771,125.90	159,662.92
722	Occupational Therapy	349,658.16	20,928.45	370,586.61	118,773.51	169,481.29	82,331.81
Total GENERAL FUND		87,277,546.92	9,038,957.54	96,316,504.46	39,944,042.95	31,442,362.90	24,930,098.61

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 01/31/2024
Fiscal Year: 2024

Fund: C SCHOOL LUNCH FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date*	Anticipated Balance	Excess Revenue
791.000-1440-000	791.000	Sales of Type A Meals	1,500,000.00	0.00	1,500,000.00	216,250.18	1,283,749.82	
791.000-1445-000	791.000	Other Food Sales-Invoices	125,000.00	0.00	125,000.00	59,212.10	65,787.90	
791.000-2252-999	791.000	Est. for Carryover Encumbrance	0.00	0.00	0.00	0.00		
791.000-2401-000	791.000	Interest & Profits on Dep	0.00	0.00	0.00	0.00		
791.000-2401-001	791.000	INT & EARNINGS METROPOLITAN	0.00	0.00	0.00	2,868.85		2,868.85
791.000-2650-000	791.000	Sale of Scrap,Waste & Excess	0.00	0.00	0.00	0.00		
791.000-2705-000	791.000	Gifts and Donations	0.00	0.00	0.00	0.00		
791.000-2770-000	791.000	Other Unclassified Revenue	15,000.00	0.00	15,000.00	55,554.00	5,000.00	40,554.00
791.000-2770-001	791.000	Misc Revenue - Fees Collected	5,000.00	0.00	5,000.00	0.00		
791.000-3190-000	791.000	State Aid - Lunch Program	4,643,960.42	0.00	4,643,960.42	2,800,088.00	1,843,872.42	
791.000-3190-001	791.000	Surplus Food/W/thouse/Inv	250,000.00	0.00	250,000.00	0.00	250,000.00	
791.000 Service Subtotal			6,538,960.42	0.00	6,538,960.42	3,133,973.13	3,448,410.14	43,422.85
Total SCHOOL LUNCH FUND			6,538,960.42	0.00	6,538,960.42	3,133,973.13	3,448,410.14	43,422.85

Selection Criteria

Criteria Name: Shared: LUNCH EOM RPT Modified
As Of Date: 01/31/2024
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
WinCap Ver. 24.02.14.2189

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 01/31/2024
Fiscal Year: 2024

Fund: C SCHOOL LUNCH FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
791-2860-160	SCHOOL LUNCH SALARY	2,587,500.00	0.00	2,587,500.00	1,111,160.91	0.00	1,476,339.09
791-2860-200	EQUIPMENT	8,400.00	0.00	8,400.00	0.00	0.00	8,400.00
791-2860-301	SUPPLIES - FOOD	2,100,000.00	0.00	2,100,000.00	1,307,369.97	1,721,036.13	-928,406.10
791-2860-302	SUPPLIES - OTHER	103,740.00	0.00	103,740.00	120,063.16	210,047.45	-226,370.61
791-2860-303	SURPL FOOD/WRHOUSE/INV	414,960.00	0.00	414,960.00	0.00	0.00	414,960.00
791-2860-400	MISC CONTR	49,140.00	0.00	49,140.00	24,790.92	45,996.61	-21,647.53
791-2860-401	TRAVEL	3,675.00	0.00	3,675.00	2,259.22	0.00	1,415.78
791-2860-402	USE OF SCHOOL FACILITIES	228,845.00	0.00	228,845.00	0.00	0.00	228,845.00
791-2860-403	INSURANCE	1,300.00	0.00	1,300.00	0.00	0.00	1,300.00
791-2860-405	DEBIT CARD TRANS FEES	70,000.00	0.00	70,000.00	0.00	0.00	70,000.00
791-2860-801	ERS	199,237.50	0.00	199,237.50	74,693.87	0.00	124,543.63
791-2860-802	FICA	197,943.75	0.00	197,943.75	82,657.20	0.00	115,286.55
791-2860-803	WK COMP	97,031.25	0.00	97,031.25	41,668.61	0.00	55,362.64
791-2860-804	HEALTH INS	477,187.92	0.00	477,187.92	0.00	399,519.14	77,668.78
791.000	SCHOOL LUNCH FUND - Service Subtotal	6,538,960.42	0.00	6,538,960.42	2,764,663.86	2,376,599.33	1,397,697.23
Total	SCHOOL LUNCH FUND	6,538,960.42	0.00	6,538,960.42	2,764,663.86	2,376,599.33	1,397,697.23

VII B. 2.
Approval of 2023-2024 Budget
Adjustment Report, January 2024
March 13, 2024

ONEIDA-HERKIMER-MADISON BOCES
BUDGET ADJUSTMENTS
January 2024 Report for March Meeting

Description	2023-2024		Adjustments		07/31/23		08/01/23		09/01/23		10/01/23		11/01/23		12/01/23		01/01/24		Net Changes	Revised Budget	
	Adopted Budget	Contracts	per Contracts	Changes	07/31/23	08/31/23	09/30/23	10/31/23	11/30/23	12/31/23	01/31/24	Changes	Changes	Changes	Changes	Changes	Changes	Changes			
A000 ADMINISTRATION																					
A001 Administration	4,132,816	90,905	90,905		4,223,721																4,223,721
A002 Rent & Capital Budgets	3,236,699	-	-		3,236,699																3,236,699
A000 ADMINISTRATION TOTAL	7,369,515	90,905	90,905		7,460,420																7,462,881
A100 VOCATIONAL EDUCATION																					
A101 Occupational Education	8,729,015	69,229	69,229		8,798,244																8,408,907
A102 Adult Education	43,755	-	-		43,755																43,755
A103 Secondary Occ Ed/Madison BOCES	22,118	11,445	11,445		33,563																
A107 Multi. Occupational Education	611,911	47,956	47,956		659,867																906,458
A109 Occup. Ed./Madison BOCES	30,006	12,384	12,384		42,390																53,980
A100 VOCATIONAL EDUCATION TOTAL	9,436,805	141,014	141,014		9,577,819																9,413,100
A200 SPECIAL EDUCATION																					
A201 Special Class 8:1:1	7,523,918	182,875	182,875		7,706,793																9,427,631
A202 Intense Mang. Needs/Madison BOCES																					65,646
A203 Adjustment	1,239,460	(98,590)	(98,590)		1,140,870																
A204 12:1:1	2,131,375	114,624	114,624		2,245,999																
A205 Option II/Madison BOCES	458,129	22,887	22,887		481,016																2,634,762
A206 Transition Services	547,509	(5,213)	(5,213)		542,296																309,033
A209 Severely Handicapped	6,725,382	(92,690)	(92,690)		6,632,692																909,965
A214 Scndry Inc.Mgt.Needs/Madison BOCES	348,037	11,360	11,360		359,397																6,873,157
A216 Spec.Ed./1:6:1	2,864,944	67,530	67,530		2,932,474																197,065
A222 Autism Program/Madison BOCES	281,958	53,236	53,236		335,194																2,649,571
A225 Elementary IMN/Madison BOCES	401,879	39,415	39,415		441,294																374,448
A228 Skills Dev-Elem (12:1:1)/Madison BOCES		83,833	83,833																		332,178
A330 Intense Mgmt Needs/Madison BOCES																					182,399
A232 Autism-Secondary (6:1:1)/Madison BOCES																					182,014
A200 SPECIAL EDUCATION TOTAL	22,522,591	510,690	510,690		23,032,281																24,294,388

Description	2023-2024		Adjustments		07/31/23		08/01/23		09/01/23		10/01/23		11/01/23		12/01/23		01/01/24		Net Changes	Revised Budget
	Adopted Budget	Contracts per	Contract	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes		
A300 ITINERANTS																				
A303 Art	174,334		174,334							(24,905)									(24,905)	149,429
A305 Guidance	258,579	(77,574)	181,005						77,574										77,574	258,579
A306 Technology	86,204		86,204																-	86,204
A308 Physical Education	139,748		139,748																-	139,748
A310 Nurse Practitioner	406,493	(50,812)	355,681						15,085										15,402	371,084
A312 School Physician	61,237	(6,182)	55,055																1,375	56,430
A313 School Psychologist	358,139	52,762	410,901					13,167											(126,402)	284,500
A314 School Social Worker	277,790	(41,154)	236,636																51,443	288,079
A315 Speech Impaired	697,261	(30,122)	667,139					857											60,583	727,722
A316 Visually Impaired	109,687		109,687					366											366	110,052
A317 Computer Instruction	75,516		75,516																(75,516)	-
A318 Hearing Impaired	163,415		163,415																(8,988)	154,427
A321 Physical Therapy	162,300		162,300																-	162,300
A322 Occupational Therapy	238,361		238,361																-	238,361
A325 Home Economics	140,213		140,213																(23,369)	116,845
A326 English/Second Language	682,572	(126,013)	556,558					20,005											(42,004)	514,554
A332 Curriculum Supervision	-		-						16,611										30,721	116,543
A338 Music Teacher	183,643	(40,810)	142,834																4,645	387,691
A345 Shared Business Official	-	15,000	15,000																244,858	301,87
A346 Audiology/Oswego BOCES	125,559	(3,210)	122,349						15,187										15,187	137,536
A355 General Supervision	81,400		81,400						115,340										115,340	196,740
A357 Bilingual/ESL Itinerant/Madison BOCES	21,720	920	22,640																-	23,560
A300 ITINERANTS TOTAL	4,444,168	(307,194)	4,136,974					34,394	(10,309)	359,890	31,721	(49,886)	31,285	57,544	541,054	57,544	541,054	397,095	4,534,070	
A400 GENERAL EDUCATION																				
A402 Explor. Enrichment/eff-Lewis BOCES	9,100		9,100						6,740										6,740	15,840
A405 Performing Arts	140,013	64,313	204,325					19,745											225,713	430,038
A408 Alternative Education	7,255,284	138,024	7,393,308																258,768	7,652,076
A410 Hospital Based/Onondaga BOCES	8,856	(756)	8,100																756	8,856
A411 Alternative High School Equivalency	66,810		66,810																(66,810)	-
A415 Portable Planetarium	-		-					975											10,075	10,075
A417 Equivalent Attendance/Madison BOCES	148,529	(5,954)	142,575																4,225	146,800
A420 Regional Program Excellence	163,852	(8,200)	155,652						6,417										(11,324)	144,328
A425 Distance Learning/Madison BOCES	85,591	491,725	577,317						55,969										98,490	675,807
A427 Summer School/Madison BOCES	-		-																1,372	1,372
A428 Summer School	647,736	(58,991)	588,745																(90,722)	498,023
A438 Distance Learning	1,934,902	233,918	2,168,820					11,030											464,762	2,633,582
A441 Distance Learning/Capital Region BOCES	-		-																9,540	9,540
A442 Exploratory Enrichment/Monroe 2 BOCES	-		-																148,932	148,932
A479 DJI-Synergy Virtual HS/CITI BOCES	47,800	(35,850)	11,950						19,910										35,840	47,790
A400 GENERAL EDUCATION TOTAL	10,508,473	818,228	11,326,701					31,750	444,610	77,214	57,544	(47,206)	57,544	541,054	541,054	541,054	541,054	1,104,966	12,431,667	

C. PERSONNEL REPORT

a. RESIGNATIONS

1. Teaching/Certified Staff

			Hire Date	Resign Date
1.	ELIZABETH COURTWRIGHT	TEACHER ASSISTANT	03/05/2024	03/05/2024
2.	SARAH M. RACHON	TEACHER ASSISTANT	09/25/2003	01/16/2024
3.	HALEY N. THOMAS	TEACHER ASSISTANT	08/31/2022	02/28/2024

2. Non-Instructional / Classified Staff

			Hire Date	Resign Date
1.	MARY ANNE ANTANAVIGE	FOOD SERVICE HELPER	09/01/2022	02/12/2024 (verbal)
2.	DENISE CALENZO	FOOD SERVICE HELPER	09/09/2022	02/12/2024 (verbal)
3.	BRIANNA R. CARCONE	FOOD SERVICE HELPER	04/21/2023	02/13/2024 (verbal)
4.	DIANE M. CHAPPLE	FOOD SERVICE HELPER	03/12/2021	02/12/2024 (verbal)
5.	COLLEEN FITCH	FOOD SERVICE HELPER	06/18/2022	02/12/2024 (verbal)
6.	SANDRA L. GETTER	FOOD SERVICE HELPER	01/25/2018	02/12/2024 (verbal)
7.	JENLYNN IGLESIAS	FOOD SERVICE HELPER	09/01/2020	02/12/2024 (verbal)
8.	MARIE A. LATOUR	FOOD SERVICE HELPER	09/01/2023	02/08/2024 (verbal)
9.	MARIVONE MORALES	FOOD SERVICE HELPER	03/20/2023	09/01/2023 (verbal)
10.	WILLIAM D. NICHOLL	FOOD SERVICE HELPER	03/03/2022	02/12/2024 (verbal)
11.	KRISTA A. SMITH	FOOD SERVICE HELPER	09/03/2019	02/12/2024 (verbal)

b. UNPAID LEAVE(S) OF ABSENCE

1. Teaching/Certified Staff

			Start Date	End Date
1.	BRANDEE A. COLLINS	ATTENDANCE TEACHER	12/13/2023	12/19/2023
2.	RYAN W. GERLING	MUSIC THERAPIST	04/10/2024	TBD
3.	TAYLOR R. GOODSPEED	TEACHER ASSISTANT	03/01/2024	TBD
4.	MEGHAN T. REYNOLDS	TEACHER ASSISTANT	01/22/2024	TBD
5.	ANGELA L. RILEY	TEACHER ASSISTANT	02/28/2024	TBD
6.	MICHELLE VITI	TEACHER OF SPECIAL EDUCATION	12/10/2023	TBD
7.	MARISA ZIMMERMAN	TEACHER ASSISTANT	03/07/2024	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 **JAYME P. MOORE** be appointed as a **TEACHER ASSISTANT** in INSTRUCTIONAL PROGRAMS & PROF LEARNING, Special Education for a four year probationary appointment in the TEACHING ASSISTANT tenure area, commencing March 04, 2024 and ending March 03, 2028 at an annual salary rate of \$18,732.00, prorated.

redacted

b. RECOMMENDATION FOR MENTORING

	Title	Start Date	End Date	Salary
1.	KAREN L. MILLER	12/01/2023	06/30/2024	\$45.00/hr

2. Non-Instructional/Classified Staff

a. RECOMMENDATION FOR PROVISIONAL APPOINTMENT - CIVIL SERVICE COMPETITIVE TITLE

1. Recommend that **SERENA L. BELMONT** be appointed to a provisional appointment as a **PERSONNEL TECHNICIAN I** in SUPPORT SERVICES, Human Resources, commencing March 18, 2024 at an annual salary rate of \$50,375.00, prorated.

SERENA L. BELMONT has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **PERSONNEL TECHNICIAN I**, until the results of the next civil service exam are known.

redacted

2. Recommend that **STEPHEN B. RUSSELL** be appointed to a provisional appointment as a **STOREKEEPER** in SUPPORT SERVICES, Instructional Support, commencing March 18, 2024 at an annual salary rate of \$34,195.00, prorated.

STEPHEN B. RUSSELL has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **STOREKEEPER**, until the results of the next civil service exam are known.

redacted

b. RECOMMENDATION FOR PROBATIONARY APPOINTMENT(S)

1. Recommend that **MICHAEL V. ULES** be appointed to a probationary appointment as a **MOTOR VEHICLE OPERATOR** in SUPPORT SERVICES, Media Services, commencing February 06, 2024 at an annual salary rate of \$35,785.00, prorated.

MICHAEL V. ULES has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **MOTOR VEHICLE OPERATOR**. **MICHAEL V. ULES** will be required to serve a twenty-six week probationary period.

redacted

c. RECOMMENDATION FOR PART-TIME APPOINTMENT

1. Recommend that **HAZEL M. BURGHER** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Food Services, commencing February 12, 2024 at an hourly salary rate of \$15.19, as needed.

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

redacted

2. Recommend that **DAWN J. BURROWS** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Food Services, commencing February 26, 2024 at an hourly salary rate of \$15.19.

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

redacted

3. Recommend that **KIM E. ELLIS** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Food Services, commencing February 12, 2024 at an hourly salary rate of \$15.19.

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

redacted

4. Recommend that **STEPHANIE SOUTHARD** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Food Services, commencing February 14, 2024 at an hourly salary rate of \$15.19.

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

redacted

5. Recommend that **KIM M. SULLIVAN** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, School Food Services, commencing February 15, 2024 at an hourly salary rate of \$15.19, as needed.

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

redacted

d. RECOMMENDATION FOR PERMANENT APPOINTMENTS FROM CIVIL SERVICE LISTING

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

			Perm. Date
1.	CASSIDY E. ALBRIGHT	OCCUPATIONAL THERAPIST	09/05/2023
2.	FELICIA M. BISHOP	ASSISTANT COOK	09/01/2023
3.	THOMAS J. EICHHORN	ASSISTANT COOK	09/01/2023
4.	JOELLE A. HOWARD	OCCUPATIONAL THERAPIST	09/01/2023

e. RECOMMENDATION FOR CHANGE IN SALARY

			Date	Salary
1.	KAMIL M. RAHME	AUDIO VISUAL REPAIR SUPERVISOR	02/15/2024	\$102,515.00

d. TERMINATIONS

1. Non-Instructional/Classified Staff

a. Recommendation for Termination

			Hire Date	Resign Date
1.	JAZMINE M. CLEMONS	FOOD SERVICE HELPER	09/15/2023	02/12/2024




Oneida-Herkimer-Madison BOCES

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

VII D. 1.
Approval of Policies 2007, 2201, 2202,
Delete: 2101, 2102, 2103
(second reading)
March 13, 2024

Memorandum

To: Cooperative Board
From: Patricia N. Kilburn, Ed.D. 
Date: January 26, 2024
Subject: Recommendation for Approval of Board Policies
Prepared by: Tim Rowland

~~VII D. 8.
Approval of Policies 2007, 2201, 2202,
Delete: 1102, 2101, 2102, 2103
(first reading)
February 14, 2024~~

Background

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

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

Discussion

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

Recommendation

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

- 2007 Resignation, Dismissal, and Filling Vacancies
- 2201 Annual Meeting and Nomination and Election of Board Members
- 2202 Regular Board Meetings

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

- ~~1102 Printed Materials and Media Relations~~
- 2101 Duties of the Clerk of the Board of Cooperative Educational Services
- 2102 Duties of the Board of Cooperative Educational Services Attorney
- 2103 Board of Cooperative Educational Service Communications with Component Districts

Resolution

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

~~1102 Printed Materials and Media Relations (for deletion)~~

2007 Resignation, Dismissal, and Filling Vacancies

2101 Duties of the Clerk of the Board of Cooperative Educational Services (for deletion)

2102 Duties of the Board of Cooperative Educational Services Attorney (for deletion)

2103 Board of Cooperative Educational Service Communications with Component Districts
(for deletion)

2201 Annual Meeting and Nomination and Election of Board Members

2202 Regular Board Meetings

Attachments: policies

BOARD OPERATIONS

RESIGNATION, DISMISSAL, FILLING VACANCIES

I. Policy Statement

A Board of Cooperative Education Services member of the Oneida-Herkimer-Madison BOCES may resign at an annual meeting at which time the resignation shall be automatically accepted. At other times ~~his/her~~ their resignation must be presented to the District Superintendent, who will endorse it and file it with the Clerk of the Board. It shall become effective as indicated in the letter of resignation or the date of filing with the Clerk ~~of the Board of Cooperative Educational Services~~.

II. Duties of the Members of the Board

It shall be the duty of each member of the Board of Cooperative Education Services to attend all meetings of the Board and, if any member shall fail to attend three consecutive meetings of the Board of Cooperative Educational Services after having been regularly notified and a satisfactory cause for each non-attendance is not shown, the Board of Cooperative Educational Services will proceed to declare that office vacant.

III. Removal

A Board of Cooperative Education Services member may be removed from office by the Commissioner of Education for willful violation of any provision of law, neglect of duty, or willfully disobeying any decision, order, or regulation of the Commissioner in accordance with applicable statutory provisions and due process.

IV. Appointment

In the event of death, resignation, refusal/failure to serve, or any disqualification of a Board of Cooperative Education Services member, the Board of Cooperative Educational Services may appoint a new member to fill such a vacancy.

V. Vacancy

If a vacancy occurs, the Board of Cooperative Education Services may appoint someone to fill the position until the next annual election, provided that notification is provided to all component boards of the vacancy and that the component boards are given ten (10) days to provide any comments or objections to the filling of the vacancy by appointment.

VI. Appointed Individuals

Individuals appointed to fill any vacancy on the Board of Cooperative Educational Services will hold office until the next annual meeting of the Board of Cooperative Educational Services.

POLICY

SCHOOL BOARD OPERATIONS

2007

REMOVAL FROM OFFICE OF BOARD MEMBERS

VII. Ineligibility

A Board member who has been removed from office shall be ineligible for appointment or election to any office in the BOCES for a period of one (1) year from the date of such removal.

Oneida-Herkimer-Madison Board of Cooperative Educational Services
Legal Ref: NYS Education Law §1950(2-a-f) ; Public Officers Law §30
Cross Ref: Policy 2004, Nomination and Election of Board of Cooperative Educational Services
Members
Adopted: 07/10/02
Revised: 05/09/18, 06/12/19, _____

BOARD OPERATIONS

DUTIES OF THE CLERK OF THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES

I. Statement of Policy

The Clerk of the Board of Cooperative Educational Services shall be appointed by the Board of Cooperative Educational Services at its Annual Reorganizational Meeting and shall perform the duties prescribed by Education Law and the Regulations of the Commissioner of Education.

II. Duties of the Clerk of the Board

A. All official records and proceedings of the Board of Cooperative Educational Services shall be recorded and kept by the Clerk of the Board.

III. B. The Clerk shall, in addition:

1. Attend all meetings of the Board of Cooperative Educational Services;
2. Be responsible for full and accurate minutes of the meetings of the Board of Cooperative Educational Services;
3. Give notice of all special meetings of the Board of Cooperative Educational Services;
4. Be responsible for arranging publication of all legal notices with regard to Oneida-Herkimer-Madison (OHM) BOCES business and meetings as required by law;
5. Make arrangements for and be responsible for the details of the Annual Meeting; and
6. Conduct the Reorganizational Meeting until a President and Vice President are sworn in.

IV. Appointment of the Clerk of the Board

The Clerk of the Board shall be appointed annually at the reorganization meeting.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: NYS Education Law §§1950 and 2121.

Adopted: 07/10/02

Revised: 06/12/19, _____

BOARD OPERATIONS

DUTIES OF THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES ATTORNEY

The procedure for the acquisition of legal services to the OHM BOCES shall be determined annually by the Board of Cooperative Educational Services. The attorney selected shall advise the Board of Cooperative Educational Services and District Superintendent in all matters of all legal or technical nature relating to the interpretation of statutes and case law.

DELETED

Oneida-Herkimer-Madison Board of Cooperative Educational Services
Adopted: 06/12/19

BOARD OF COOPERATIVE EDUCATIONAL SERVICES COMMUNICATIONS WITH
COMPONENT DISTRICTS

Members of the Board of Cooperative Educational Services are expected to communicate with component school districts on a regular basis. That communication may include, but is not necessarily limited to, such strategies as visits to components' Board meetings, written reports, responses to individual questions, visits with appropriate Board of Cooperative Educational Services staff with the approval of the District Superintendent and so forth.

DELETED

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Adopted: 07/10/02

Revised: 06/12/19

Draft 3.3.23

SCHOOL BOARD OPERATIONS

2201

ANNUAL MEETING AND NOMINATION AND ELECTION OF BOARD MEMBERS

I. Annual Meeting

- A. The Annual Meeting shall be held between April 1st and April 15th, at such place and time as the Board President shall designate. The meeting shall provide for:
 1. Introduction of candidates for election to the Board of Cooperative Educational Services; and
 2. Presentation of the tentative administrative, capital and program budgets.
- B. Notice of the time, date, and place of the annual meeting must be given to each of the Board of Cooperative Educational Services Board members and the clerks of each of the component districts by mail at least 14 days prior of the meeting.
- C. The Oneida-Herkimer-Madison BOCES (OHM) must publish the notice at least once each week within the two (2) weeks preceding the annual meeting, the first publication to be at least fourteen (14) days before the meeting in two (2) newspapers having general circulation, or one newspaper of general circulation if there is only one (1), within the OHM BOCES. The notice must contain the following:
 1. A statement that the tentative OHM BOCES budget will be presented to the component school Board members at the meeting;
 2. A summary of the tentative OHM BOCES capital and program budgets in a form prescribed by the Commissioner of Education;
 3. A summary of the tentative OHM BOCES administrative budget in a form prescribed by the Commissioner that includes the salary and benefits payable to supervisory and administrative staff of the OHM BOCES and the total compensation payable to the District Superintendent.
 4. When and where the tentative budgets will be available to the public for inspection.

II. Nomination and Election of Board Members

- A. The component boards shall be notified by February 1st of each year of those vacancies on the Board of Cooperative Educational Services to be filled at the Annual

POLICY

Draft

SCHOOL BOARD OPERATIONS

2201

ANNUAL MEETING AND NOMINATION AND ELECTION OF BOARD MEMBERS

Election.

- B. Members to the Board of Cooperative Educational Services are nominated by resolution to the Board of Cooperative Educational Services by one or more component school districts and shall be provided in writing to the Clerk of the Board of Cooperative Educational Services at least thirty (30) days prior to the date designated by the President of the Board of Cooperative Educational Services for election.
- C. Election of the Board of Cooperative Educational Services members will occur on a date selected by the President of the Board of Cooperative Educational Services that is on or after April 16th and on or before April 30th. No component district may have more than one member on the Board of Cooperative Educational Services. The ballot will be prepared by the District Clerk of the Board of Cooperative Educational Services and mailed to each component district not later than fourteen (14) days prior to the date designated as the day of the election by the President of the Board of Cooperative Educational Services.
- D. Each component district is entitled to cast one (1) vote for each vacant Board of Cooperative Educational Services position. A component board may not cast more than one (1) vote for an individual candidate.
- E. The candidates receiving a plurality of the votes cast respectively for the several offices shall be declared elected. Any tie vote will be broken by a run-off to be held within twenty (20) days of the initial vote.

POLICY

Draft

SCHOOL BOARD OPERATIONS

2201

ANNUAL MEETING AND NOMINATION AND ELECTION OF BOARD MEMBERS

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: Education Law §1950 (2-a), (4)(b)(4) and 4(o)

Adopted: 07/10/02

Revised: 07/12/18, 09/11/19, _____

REGULAR MEETINGS OF THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES

I. Statement of Policy

All Board of Cooperative Educational Services meetings must be open to the public except those portions of the meetings which qualify as executive sessions. A “meeting” is defined as an official convening of a public body for the purpose of conducting public business and a “public body” is defined as an entity of two (2) or more persons, including committees and subcommittees, which requires a quorum to conduct public business.

II. Notice of Meeting

- A. Public notice of the time and place of a meeting scheduled at least one (1) week prior thereto shall be given or electronically transmitted to the news media and shall be conspicuously posted in one (1) or more designated public locations at least seventy-two (72) hours before the meeting. Notice of other meetings shall be given as soon as practicable in accordance with law.
- B. If videoconferencing is used to conduct a meeting, the public notice for the meeting shall inform the public that videoconferencing will be used, identify the locations and time for the meeting, the web address to view the livestream shall be conspicuously posted on the District’s website, and state that the public has the right to attend the meeting at any of the locations.
- C. Regular meetings of the Board of Cooperative Educational Services shall take place on the day and time designated by the Board of Cooperative Educational Services at the ~~reorganizational~~ Organizational Meeting, except as modified at subsequent meetings of the Board of Cooperative Educational Services. All meetings shall be held within the boundaries of the Supervisory District unless otherwise voted by the Board of Cooperative Educational Services.
- E. It is the responsibility of the District Superintendent to prepare the agenda and review it with the Board President for each meeting of the Board. The agenda for each meeting shall be prepared during the week prior to the meeting. The agenda shall be distributed to Board members no later than the Friday before each regular meeting. Whenever the President or other members of the Board wish to bring a matter to the attention of the Board, the request should be made to the District Superintendent so that it can be placed on the agenda. Whenever individuals or groups wish to bring a matter to the attention of the Board, a request shall be addressed to the District Superintendent. The District Superintendent shall present the matter to the Board.

REGULAR MEETINGS OF THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES

- F. Agency records available to the public and any proposed resolution, law, rule, regulation, policy or any amendment thereto, that is on the Board's agenda for the meeting shall be made available, upon request, at least twenty-four (24) hours prior to the meeting during which the records will be discussed. Copies of these records may be made available for a reasonable fee. If applicable, the records shall be posted on the website to the extent practicable at least twenty-four (24) hours prior to the meeting.

III. Use of Videoconferencing from Locations Where the Public Can Attend

- A. If and when videoconferencing is used to conduct a meeting, the public notice for the meeting shall inform the public that videoconferencing will be used; where the public can view and/or participate in the meeting; where required documents and records will be posted or available; and identify the physical location(s) for the meeting where the public can attend.
- B. Board meetings that are broadcast or that use videoconferencing shall use technology to permit access by members of the public with disabilities consistent with the 1990 Americans with Disabilities Act (ADA), as amended, and corresponding guidelines.

IV. Duties of the Clerk

The District Clerk ~~of the Board of Cooperative Educational Services~~ shall notify the members of the Board of Cooperative Educational Services in advance of each regular meeting. Such notice, in writing, shall include an agenda and the time of the meeting.

V. Postponing a Meeting

In the event that a meeting date falls on a legal holiday, interferes with other area meetings, or there is an inability to attend the meeting by Board of Cooperative Educational Services members to the extent that a quorum would not be present, the Board of Cooperative Educational Services shall select a date for a postponed meeting at the previous regular meeting, and shall direct the District Clerk to notify all members.

VI. Adjourning a Meeting

Any meeting of the Board of Cooperative Educational Services may be adjourned to a given future date and hour, if voted by a majority of the Board of Cooperative Educational Services present.

REGULAR MEETINGS OF THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES

- A. Notwithstanding the foregoing, the Board of Cooperative Educational Services shall meet once per quarter.
- B. All official business must be conducted with a quorum present and all decisions made on the basis of a majority vote of the entire Board of Cooperative Educational Services membership.

VII. Attendance of the Superintendent

At the District Superintendent's discretion, the District Superintendent ~~and members of his/her staff~~ shall attend all meetings of the Board of Cooperative Educational Services. The District Superintendent shall attend all executive session meetings of the Board of Cooperative Educational Services except those that concern ~~his/her~~ their evaluation and salary determination of the District Superintendent. The Board of Cooperative Educational Services may request the attendance of such additional persons as it desires.

POLICY

Draft

BOARD OPERATIONS

2202

REGULAR MEETINGS OF THE BOARD OF COOPERATIVE EDUCATIONAL
SERVICES

~~Oneida-Herkimer-Madison Board of Cooperative Educational Services~~

Legal Ref.: NYS Education Law §§1606, 1708, 1709, and 1950; Public Officers Law ~~Article-~~
7 §§102, 103, 103-a, 104; and General Construction Law §41

Adopted: 07/10/02

Revised: 09/11/19, _____




Oneida-Herkimer-Madison BOCES

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

Memorandum

VII D. 2.
Approval of Policies 1102, 5003, 5305,
6101 (first reading)
March 13, 2024

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 

Date: February 26, 2024

Subject: Recommendation for Approval of Board Policies

Prepared by: Tim Rowland

Background

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

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

Discussion

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

Recommendation

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

- 1102 Printed Materials and Media Relations
- 5003 Fire and Emergency Drills
- 5305 Use of Copyrighted Materials
- 6101 Probation and Tenure

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.

1102 Printed Materials and Media Relations
5003 Fire and Emergency Drills
5305 Use of Copyrighted Materials
6101 Probation and Tenure

Attachments: policies

Policy

Draft 3/1/24

1102

COMMUNITY RELATIONS

PRINTED MATERIALS AND MEDIA RELATIONS

I. Statement of Policy

The Board of Cooperative Educational Services shall encourage distribution of printed materials, including, but not limited to, newsletters, news releases, budget statements and items derived from websites and other forms of print media. Such materials shall be of high professional quality and shall be appropriately reviewed before distribution.

II. Publications

The Board of Cooperative Educational Services encourages the development of appropriate materials and publications that are of direct use in the educational process. All OHM BOCES publications will be reviewed at an appropriate administrative level prior to distribution.

III. Media Relations

The responsibility for maintaining relationships with the media, releasing news and serving as the OHM BOCES spokesperson lies with the Public Information Relations Office. For issues of sensitivity, the District Superintendent or ~~his/her~~ designee shall be consulted before release.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Cross Ref: To uphold & maintain publication to Brand Standards for OHM BOCES.

Adopted: 07/10/02

Revised: 04/11/18, _____

FIRE AND EMERGENCY DRILLS AND BUS EMERGENCY DRILLS

- I. Fire and Emergency Drills
 - A. The administration of each OHM BOCES Program shall provide instruction for and training of students, through fire and emergency drills, in procedures for leaving the program in the shortest possible time and without confusion or panic. Fire and emergency drills shall be conducted in accordance with Section 807 of the New York State Education Law.
 1. Fire and emergency drills shall be held at least twelve (12) times in each school year, eight (8) of which shall be held between September first and December thirty-first of each such year.
 2. Eight (8) of the twelve (12) required drills shall be evacuation drills, four (4) of which shall be through the use of the fire escapes on buildings where fire escapes are provided or through the use of identified secondary means of egress. Four (4) of the twelve (12) required drills shall be lock-down drills.
 3. At least two (2) additional drills shall be held during summer school in buildings where summer school is conducted, and one (1) of such drills shall be held during the first week of summer school.
 4. Students must also be instructed at one of the drills about procedures to be followed if a fire occurs during a lunch period or assembly, provided however, that such additional instruction may be waived where a drill is held during the regular school lunch period or assembly.
 - B. A written record shall be kept indicating the date and time each drill is conducted.
 - C. The fire department responsible for the respective school building(s) should be notified immediately prior to each drill.
 - D. The Program Principal or ~~his/her~~ designee shall require those in charge of after-school programs, attended by any individuals unfamiliar with the BOCES building, to announce at the beginning of such programs the procedures to be followed in the event of an emergency.
 - E. The District Superintendent shall insure that the annual fire inspection required by Education Law Section 807-a is conducted, and that any necessary reports are filed and notices are published as required by the statute and applicable regulations of the Commissioner.

SUPPORT OPERATIONS

FIRE AND EMERGENCY DRILLS AND BUS EMERGENCY DRILLS

- F. The District Superintendent shall insure that the instruction in fire and arson prevention required by Section 808 of the Education Law is provided to students in the District.

~~II. Bus Emergency Drills~~

- ~~A. The Board of Cooperative Educational Services directs the administration to conduct a minimum of three (3) emergency drills to be held on each school bus during the school year. The first drill is to be conducted during the first seven days of school, the second drill between November 1 and December 31 and the third drill between March 1 and April 30.~~

- ~~B. Each drill shall include instruction in all topics mandated by the Education Law and the Commissioner's Regulations and shall include, but need not be limited to, the following:~~

- ~~1. Safe boarding and exiting procedures;~~
- ~~2. The location, use and operation of the emergency door, fire extinguishers, first aid equipment and windows as a means of escape in case of a fire or accident;~~
- ~~3. Orderly conduct as bus passengers.~~

- ~~C. Students who ordinarily walk to school shall also be included in the drills.~~

III. Implementation

The District Superintendent is authorized to promulgate administrative regulations to implement the terms of this policy. Such regulations shall be consistent with the District-Wide School Safety Plan and each Building Level Emergency Response Plan. Those administrative regulations shall ensure that written information is distributed regarding emergency procedures to all staff and students by October 1 of each school year; an annual drill to test the emergency response procedures under each Building Level Emergency Response Plan takes place; and the District-Wide and Building Level Emergency Response Plans are updated each year, by September 1, as mandated pursuant to law and regulation.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: NYS Education Law Sections 807, 807-a, 808, 2801-a and 3623; 8 NYCRR 155.17, 156.3

Adopted: 2002

Revised: 05/09/18, _____

SUPPORT OPERATIONS

USE OF COPYRIGHTED MATERIALS

I. Policy

It is the policy of the Board of Cooperative Educational Service to follow the United States Copyright Law of 1976, as amended. Any use of computer or duplicating facilities by employees or students for infringing use of copyrighted materials is subject to appropriate disciplinary action as well as those civil remedies and criminal penalties that may be provided under federal law.

II. Copyrighted Materials

Only copyrighted materials, such as but not limited to print, media, and audio works, are subject to the restrictions of this policy. Uncopyrighted materials may be copied freely and without restriction. As a copyright notice is not required for copyright protection of works published on or after March 1, 1989, most works (except those authored by the US Government) should be presumed to be copyright-protected, unless further information from the copyright holder or express notice reveals that the copyright holder intends the work to be in the public domain. Works published prior to March 1, 1989 generally require a copyright notice in order to be protected.

III. Computer Software

Copyrighted software may be copied without the copyright owner's permission only in accordance with the Copyright Act. Section 117 of the act permits making an archival back-up copy. Most software, however, is licensed to the user and the terms of the license agreement may give the user permission to make copies of the software in excess of the archival copy permitted by the Copyright Act. Each software license agreement is unique. As a result, the user's right to copy licensed software beyond that permitted under the Copyright Act may only be determined by reading the user's license agreement. Any copying or reproduction of copyrighted software on OHM BOCES or system computing equipment must be in accordance with the Copyright Act and the pertinent software license agreement. Further, employees and students may not use unauthorized copies of software on OHM BOCES or system computers or networks.

IV. Fair Use

A. The "fair use" doctrine provides for limited use of copyrighted materials without the copyright owner's permission for such purposes as teaching, scholarship or research as well as criticism, comment, news reporting and parody.

SUPPORT OPERATIONS

USE OF COPYRIGHTED MATERIALS

B. “Fair use” is not a blanket exception and each use must be analyzed by applying the four standards delineated below as to the directed use:

1. The purpose and character of the use.

The use must be for such purposes as teaching or scholarship and must be nonprofit.

2. The nature of the copyrighted work.

3. The amount and substantiality of the portion used.

Using only a small portion of a copyrighted material tips toward fair use, while using large portions indicates a need for permission.

4. The effect of the use upon the potential market for or value of the copyrighted work.

Where a work is available for purchase or license from the copyright owner, copying all or a significant portion of the work (in lieu of purchasing or licensing a sufficient number of “authorized” copies) would likely be unfair.

V. Permitted Performances and Displays/Teaching

Copyright law also provides educators with a separate set of rights in addition to “fair use”, to display (show) and perform (show or play) others’ works in the classroom.

1. An educator may show or perform any work related to the curriculum, regardless of medium face-to-face in the classroom.
2. The Technology, Education and Copyright Harmonization Act (TEACH Act) provides for the use of nondramatic literary works in distance learning courses.

VI. Off-Air Recording

Specific guidelines have been established for the off-air recording of broadcast programming for educational purposes.

1. Such recording must generally be by teacher request and the use of such recording shall be limited within the first ten (10) days of the broadcast.

SUPPORT OPERATIONS

USE OF COPYRIGHTED MATERIALS

2. Additional use of the recording shall be permitted for reinforcement and/or evaluation.
3. The recording should be erased within 45 days of the broadcast.

VII. Library Copyright Exemption

The Copyright Act establishes certain exemptions for libraries and archives to reproduce copyrighted works.

VIII. Obtaining Permission to Use Copyrighted Material

- A. In the event that material is copyrighted and the use would exceed that permitted by any exception, license or "fair use", it is likely that such use would be unfair and permission should be obtained from the copyright owner.
- B. Before forwarding a request for permission, check with the appropriate library to see if there is blanket permission covering the material to be used.
- C. A request to use copyrighted material should be sent to the permission department of the publisher of the work. Permission requests should include:
 1. Title, author/editor and edition
 2. Exact material to be used
 3. Number of copies to be made
 4. Intended use of material e.g. educational
 5. Form of distribution e.g. hard copy, posted on the Internet
 6. Whether material is to be sold e.g. as part of a course pack
- D. Written permission should be obtained and kept by the department or individual receiving permission. If oral permission only is obtained, a written record should be kept of the oral permission.

IX. Works Made for Hire

The OHM BOCES is the holder of the copyright for works made for hire (materials prepared by an employee within the scope of his/her employment, including instructional texts, tests, answer sheets, etc., and materials specifically commissioned). The OHM BOCES shall be considered the author unless there is an agreement that the employee will own the copyright. Any material created during OHM BOCES hours and/or on OHM BOCES machinery shall be the property of the OHM BOCES, which will own the copyright. When a work is specially commissioned and the author is not an employee of the OHM BOCES, there should be a written agreement providing that the commissioned

SUPPORT OPERATIONS

USE OF COPYRIGHTED MATERIALS

work shall be considered a "work for hire," and that the OHM BOCES shall be considered the author for copyright purposes.

VI. Notice

The OHM BOCES shall post a notice reflecting this policy at all computer and photocopying stations that may be used for reproducing copyrighted materials e.g. copying rooms and at or near computer stations.

Oneida-Herkimer-Madison Board of Cooperative Educational Services
Legal Ref: Title 17, United States Code
Adopted: 07/10/02
Revised: 01/09/19, _____

PERSONNEL

PROBATION AND TENURE (EDUCATIONAL POSITIONS)

I. Scope of Policy

This Policy applies to all appointments of professional educators to full-time service in one or more positions in which tenure may be acquired in accordance with the provisions of the Education Law.

II. Tenure areas in the Oneida-Herkimer-Madison Board of Cooperative Educational Services are classified by position and specific subject assignment.

- A. Position deals with Teacher, Teaching Assistant, Coordinator, Director, etc. Each position constitutes a separate tenure area. An individual assigned to a position is required to complete a ~~three (3)~~ four (4) year probationary period in that position. An individual transferring from one position to another is required to complete a new ~~three (3)~~ four (4) year probationary period.
- B. There are four general types of special-subject tenure areas: academic areas, career, technical & vocational education subject areas, supportive educational services, and a teaching assistant area.
1. *Academic areas* include such subjects as art, music, driver education, business education, health, home economics (general), industrial arts (general), physical education, remedial reading, remedial speech, English as a second language, and four branches of education for the disabled.
 2. *Career, Technical & Vocational education subject areas* in which the tenure area is coextensive with the certification possessed by the teacher, such as, for example, agriculture, health occupations, home economics (occupational), technical subjects and trade subjects, are also special subject tenure areas. Tenure areas for teachers in vocational subjects specified by Part 30.8(c) of the Rules of the Board of Regents shall be co-extensive with the certificate possessed by the individual at the time of the probationary appointment.
 3. *Supportive educational services* include guidance counselor, school media specialist, school library media specialist, school educational communications media specialist, school psychologist, school social worker, school nurse teacher, school dental hygienist and school attendance teacher.
 4. *Teaching assistant* is a special subject tenure area. These rules do not allow districts to classify teaching assistant tenure areas by specific subject assignment, for example, teaching assistant science, or teaching assistant heavy equipment.

PERSONNEL

PROBATION AND TENURE (EDUCATIONAL POSITIONS)

III. Probation

It is the policy of the Cooperative Board to provide responsible administrators with the maximum allowable time to evaluate each professional educator before a tenure determination is made. Therefore, appointments will be made for a full ~~three (3)~~ four (4) year period except where a shorter period is provided for by law.

- A. The initial appointment notice shall record the Position and Specific Subject Assignment to be completed during the probationary period.
- B. In case of teachers, each resolution making probationary appointment or an appointment on tenure shall set forth:
 - 1. The name of the appointee;
 - 2. The tenure area or areas in which the professional educator will devote a substantial portion of his time;
 - 3. The date of commencement of probationary service or service on tenure in each such tenure area;
 - 4. The expiration date of the appointment, if made on a probationary basis;
 - 5. The certification status of the appointee in reference to the position to which each individual is appointed.
- C. ~~Substitute teachers, whether per diem or long term (regular substitute), will not receive probationary appointments AND will not acquire probationary credits toward tenure for their services.~~
- D. ~~Probationary teachers who serve in a regular substitute capacity within the same tenure area for a term or more immediately prior to receiving a probationary appointment shall receive credit toward tenure for such service. Jarema credit may be applied towards probationary service up to two (2) years for a regular substitute teacher.~~
- D. The probationary period will not exceed three (3) years for professional educators previously appointed to tenure in this BOCES or another school district or BOCES within the state, provided that professional educator was not dismissed from the prior district or BOCES and met the required annual professional performance review (APPR) rating in their final year of service there.
- E. Where a teacher is entitled to both credit toward tenure for regular substitute service and to a shortened probationary period because of prior appointment on tenure, the

PERSONNEL

PROBATION AND TENURE (EDUCATIONAL POSITIONS)

shorter of the two probationary periods shall govern. The two separate statutory reductions may not be aggregated.

- F. If the professional education received an APPR rating of ineffective in their final probation year, the Board of Cooperative Educational Services may not award tenure, but may extend that professional educators probationary time by an additional year.
- G. Adult Education Personnel will not receive probationary appointments and will not acquire credits toward tenure for their services. Such individuals shall be required to sign an employment notice indicating that their positions are not tenure bearing.

IV. Tenure Determinations

A. District Superintendent Recommendation

With respect to each professional educator serving under a probationary appointment, the District Superintendent shall provide the Cooperative Board with a written recommendation as to whether that person should be awarded an appointment with tenure. The recommendation shall be provided in time for Cooperative Board action on the recommendation to be taken at least thirty (30) days before the end of the probationary appointment.

B. Cooperative Board Action

1. Where the District Superintendent recommends an appointment upon tenure, the Cooperative Board may accept that recommendation and make such an appointment by majority vote.
2. Where the District Superintendent recommends an appointment upon tenure, the Cooperative Board may nevertheless vote to deny tenure, which shall be considered a tentative action by the Cooperative Board and shall be reconsidered at a second Cooperative Board meeting, and the educator shall be provided at least thirty (30) days notice of the Cooperative Board's intent to deny tenure and the date set for final action.
3. Where the District Superintendent recommends denial of tenure, the Cooperative Board shall adopt a resolution removing the individual from service with the BOCES.
4. Where a professional educator has been appointed to devote 40% of their time to more than one tenure area, tenure shall be separately conferred or denied in each area.

POLICY

PERSONNEL

Draft
6101

PROBATION AND TENURE (EDUCATIONAL POSITIONS)

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: Sections 3012, 3014 and 2509, New York State Education Law; 8 N.Y.C.R.R. 30;
~~Matter of Griswold, Ed. Rept. 527 (1960).~~ Education Transformation Act of 2015

Adopted: 07/10/02

Revised: 02/12/14, _____




Oneida-Herkimer-Madison BOCES

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

MEMORANDUM

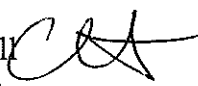
VII D. 3.
Approval of Timothy School/TIM Academy
Contract 2023-2024
March 13, 2024

To: Cooperative Board

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

Date: March 3, 2024

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 Bridges (Special Education) 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 (Special Education) staff. This contract will focus the training in all of the programs due the increased student's enrollment and new staffing. This contract, for \$19710.00 was previously approved by the Cooperative Board on August 9th, 2023.

Due to staffing changes and programmatic shifts in our Bridges program it has become necessary to amend our consultative work with the Tim Academy adding more trainings and consultation for the remainder of the 2023-2024 school year. The new amendment included an additional cost of \$6070.00

Recommendation:

It is recommended that the Oneida- Herkimer- Madison Cooperative Board approves the contract amendment agreement between OHM BOCES and the Timothy School/TIM Academy for 2023-2024 with a total expense of \$6070.00

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 \$6070.00.



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

This contract is made and entered into on the date set forth below between The Timothy School/The TIM Academy (“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 and indirect consultative services to the School District’s Autistic Support/Special Education staff. Two TIM Consultants will visit classroom/s, as designated by the School District’s Director of Education, to provide direct consultative services to support a classroom design and start-up. TIM will also provide indirect consultative hours, through virtual platforms, email, 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.

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 September 2023 through the last day of the 2023-2024 school year.

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.

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 Timothy School/TIM Academy

Wendy Moran
Director of Consultative Services
973 Old Lancaster Road
Berwyn, Pennsylvania 19312
610-725-0755 x 414
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; and (b) 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. TIM shall ensure that such insurance coverage names School District 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 Indemnified 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.

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.

- 2 additional site visits @ \$2,585.00 per visit \$ 5,170.00
 - We will be using 1 site-visit from original contract
 - 6 hours of Indirect Consultative hours @ \$150.00 per hr. \$ 900.00
 - We will be using 19 hours of indirect hours from original contract
- Total Contract not to exceed \$ 6,070.00**

Additional expenses for travel will include:

- Mileage is based on IRS standard rate at the time of the travel.
- 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.

Date of acceptance _____

Oneida-Herkimer-Madison BOCES

Wendy Moran
Director of Consultative Services
The Timothy School/TIM Academy




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

VII D. 4.
Approval of Parallel Learning, Inc.
Contract
March 13, 2024

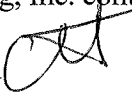

MEMORANDUM

TO: Cooperative Board

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

DATE: March 13, 2024

SUBJECT: Parallel Learning, Inc. contract

PREPARED BY: Christopher Hill 
Kevin Healy 

Background

Parallel Learning, Inc., in partnership with Pohlman Psychology PLLC, is an online provider and recruiting company that offers virtual, cross-disciplinary special education services focusing on psychological evaluations and related services, which include psychoeducational assessments, speech-language therapy, behavior and mental health therapy and specialized instruction.

The mission of the company is to build the foundation for different learners and thinkers to thrive, and the goal of the company is to provide support to clinical outcomes and improve access, equity, quality and efficiency of the services by technology.

Discussion

As the Community School Resources CoSer continues to grow to meet the needs of component districts, Parallel Learning, Inc. will be an additional resource that school districts may utilize through OHM BOCES in support of students and their families. Parallel Learning, Inc. is able to provide online services with fully licensed and trained professionals to support the specific needs, such as speech language pathology, to each component district.

Options for services include:

Comprehensive Psychoeducational Assessments

Parallel's psychoeducational assessment services offer fully-online, evidence-based testing in order to determine eligibility criteria for most common learning and thinking differences, including: learning disabilities, like dyslexia and other disorders of reading, writing, and math; attention-deficit/hyperactivity; emotional disturbance; intellectual disability and autism.

Speech-Language Pathology

Licensed Speech-Language Pathologists provide assessments and therapy services directly to students to support in the areas of articulation, phonological, fluency, pragmatic language and bilingual.

Behavioral Mental Health Counseling

Licensed mental health professionals provide assessments and therapy to students both with general education and with IEPs. The counseling includes brief social-emotional and behavioral assessments, functional behavioral assessments, and behavior intervention plans (BIPs) and direct therapy for BIPs.

Executive Function Coaching

Executive function coaching teaches students how to become more efficient learners by emphasizing the development of lifelong learning skills, such as: organization, time management, prioritization, as well as study skills, such as developing systems and ways to plan ahead, stay focused, take efficient notes, self-advocacy and independence within their learning environment.

Recommendation

It is recommended that the Cooperative Board approve the service contract for Parallel Learning, Inc. for the 2023-2024 school year and make their services available to our component districts through the Community School Resources CoSer.

Resolution

The Cooperative Board approve the agreement between Parallel Learning, Inc. and the Oneida-Herkimer-Madison BOCES effective immediately.

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** is effective as of the date indicated in the Order Form (the "Effective Date"), by and among Pohlman Psychology PLLC, a New York professional limited liability company, on behalf of itself and its associated professional entities ("Parallel"), Parallel Learning, Inc., a Delaware corporation ("MSO") and the client identified in the Order Form ("Client") (each, a "Party", and collectively, the "Parties"). This Master Services Agreement together with the Order Form(s) are collectively, the "Agreement".

RECITALS

WHEREAS, Parallel is a provider of professional behavioral health and attendant administrative services as more fully set forth on an Order Form(s) under this Agreement ("Services") through a telehealth technology platform owned and operated by MSO to which Parallel has access through separate business support services agreement with the MSO (the "Platform");

WHEREAS, Client desires to contract with Parallel to arrange for Parallel's behavioral health clinician providers to provide certain Services to the Client's students and support staff ("Users") and Parallel desires to contract with Client to provide such services, in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual terms, conditions and covenants contained herein, and other sound and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Article 1

PARALLEL AND MSO SERVICES

1.1 Responsibilities of Parallel and Client in Connection with Services.

1.1.1 Parallel will deliver the Services described herein and in an Order Form(s) that is mutually agreed upon and signed by the Parties, each of which is incorporated herein by reference. Parallel will provide Services through a testing team of clinical care providers, including psychometrists, psychologists, and care coordinators who are qualified to furnish the Services (each, a "Parallel Provider" and collectively, the "Parallel Providers").

1.1.2 Each Parallel Provider shall, as applicable to such Parallel Provider's profession, and as required by applicable law: (i) hold an unrestricted license to practice his or her profession in the applicable jurisdiction(s); (ii) possess a current and valid DEA number; (iii) have a current and valid controlled substance registration in the state(s) where he or she is licensed; and (iv) be and remain eligible to participate in federal healthcare programs, including Medicare and Medicaid.

1.1.3 The Parallel Providers shall provide Services with due care and diligence, in a competent and professional manner in accordance with generally accepted professional standards and applicable law.

1.1.4 Client shall provide Parallel and its Parallel Providers with access to all Client personnel and medical information reasonably necessary to enable Parallel and its Parallel Providers to provide Services.

1.2 Platform Services. Subject to the terms and conditions of this Agreement and the MSO's terms of use available at <https://www.parallelllearning.com/legal/terms-of-use>, which may be updated by MSO from time to time in MSO's sole discretion, MSO shall provide PC, Client, and Users with access to the Platform in order to provide and obtain Services respectively, except during periods of scheduled

maintenance, inoperability, or inaccessibility. In the event that the Platform is not available for use by Users, MSO will use commercially reasonable efforts to correct the interruption as promptly as practicable. Client acknowledges that it is obtaining only a limited right to use, and to authorize Users to access and use, the Services on MSO's Platform. Client agrees that MSO or its suppliers retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to the Platform, including any and all related and underlying software (including mobile applications, extensions and interfaces), databases, technology, and all copies, modifications and derivative works thereof, and all system performance data, including machine learning algorithms, data used for optimization and services improvement, and the results and output of such machine learning. MSO reserves all rights to the Platform not expressly granted in this Agreement. Client may not disclose, provide access to use, or display the Platform except as set forth in this Agreement.

1.3 Compliance Matters. The Parties agree to comply with all applicable federal and state laws and regulations governing each Party's conduct hereunder, including healthcare fraud and abuse laws and laws governing the confidentiality and privacy of health and/or student information, including, without limitation, the Family Educational Rights and Privacy Act and its implementing regulations ("FERPA") and the Health Insurance Portability and Accountability Act, as amended by the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations ("HIPAA"). Parallel, MSO, and Parallel Providers shall comply with Education Law 2-d and Part 121 of the Commissioner's Regulations. The following Addendums are attached hereto and incorporated herein:

- Addendum A: Parents' Bill of Rights for Data Privacy and Security
- Addendum B: Parents' Bill of Rights – Supplemental Information Addendum
- Addendum C-1: Parallel Data Security and Privacy Plan
- Addendum C-2: MSO Data Security and Privacy Plan

1.3.1 FERPA. In providing Services under this Agreement, Parallel may have access to education records ("Records") that are defined in and subject to FERPA. To the extent that Parallel has access to Records, Parallel is deemed a "school official" and may use the Records solely for the specific "legitimate educational purposes" as defined by FERPA.

(a) Parallel agrees that it will: (i) hold Records in strict confidence and not use or disclose Records without the prior written consent of the appropriate parent or eligible student, except as (A) permitted or required by this Agreement, (B) required by applicable law, or (C) otherwise authorized by Client in writing; (ii) safeguard Records according to commercially reasonable administrative, physical, and technical standards; and (iii) continually monitor its operations and take any action necessary to assure that Records are safeguarded in accordance with the terms of this Agreement.

(b) Parallel may use Records to create de-identified data, and may use de-identified data for any lawful internal purpose, including but not limited to, development, research, statistical analysis, quality assurance, and improvement of its products, services, applications, and platforms. Client agrees that Parallel may record sessions with Client students subject to all applicable legal requirements for purposes of quality assurance.

(c) If any person seeks access to Records, Parallel will promptly inform Client of such request in writing. Parallel will not disclose any Records without the prior written authorization of an authorized representative of Client. If the request for access is pursuant to a court order or lawfully issued subpoena, Parallel will provide Client with a copy of such court order or subpoena promptly, and will comply with FERPA notification requirements to parents and/or eligible students.

1.3.2 HIPAA. Student records that are disclosed to Parallel by Client and maintained within the Platform are by definition "educational records" under FERPA and not "protected health information" as defined by HIPAA. Because student health information in education records is protected by FERPA, the HIPAA

Privacy Rule excludes such information from its coverage.

(a) **Business Associate Agreement.** Parallel acknowledges and agrees that: to the extent Client is a “covered entity” (as defined in HIPAA), then, depending on the services provided pursuant to this Agreement and Order Form(s), Parallel may be a “business associate” (as defined under HIPAA) of the Client when Parallel provides services to Client involving “protected health information” (as defined under HIPAA) pursuant to this Agreement. In the event that Parallel is acting as a business associate to Client, Parallel and Client agree to enter into a business associate agreement.

Article 2

COMPENSATION FOR SERVICES AND BILLING

2.1 Compensation. Client shall pay Parallel compensation for Services as set forth in the Order Form(s). Order Forms may have one or more of the following fees: Minimum Annual Compensation, Flat Fees, and Hourly Fees. Hourly fees are billed based on both session time and time performing administrative and indirect services including but not limited to prep time, filling out records, and reporting.

2.2 Payment Terms. Parallel will provide invoices to Client as set forth in the Order Form (“Invoices” and each, an “Invoice”). Client will pay all amounts due in accordance with the terms in the Order Form. Client agrees that the dollar amounts for the Service(s) as set forth in the Order Form will be automatically increased upon the beginning of each Renewal Term by an amount equal to the greater of (a) 5% or (b) the change in the annual Consumer Price Index published by the Bureau of Labor Statistics from the first calendar month of the immediately preceding Term compared to the last calendar month of the immediately preceding Term. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is greater, determined and compounded daily from the date due until the date paid. Client agrees that it will reimburse Parallel and/or MSO for any costs or expenses (including, but not limited to, reasonable attorneys’ fees) incurred by such Party to collect any amount that is not paid when due.

2.3 Services Start Date. The Parties expect Parallel to begin providing Services on the start date shown on the Order Form (the “Target Services Start Date”) and shall either re-commit to the Target Services Start Date set in the Order Form or agree mutually to adjust the Target Services Start Date at an initial implementation meeting and confirmed via email. The date when the Services under this Agreement will actually commence will be the date on which at least one of Client’s students has scheduled a session with Parallel following Parallel’s determination that Client has completed all onboarding requirements (the “Actual Start Date”). Parallel will notify Client via email when it has designated a Provider to perform the Services (“Provider Assignment Date”). If Client is unable to fulfill Parallel’s onboarding requirements (see Addendum D) prior to the later of Target Services Start Date and Provider Assignment Date, Client agrees to begin utilizing the provider(s) assigned by Parallel to assist the Client in the commencement and scheduling of services (“Interim Support Services”). Interim Support Services will (a) be billed at the rate(s) established for such provider(s) in the Order Form, (b) not exceed, in aggregate, ten percent (10%) of the Minimum Annual Compensation for each thirty-day (30) period in fees billed for the services, and (c) cease by mutual agreement of the parties but no later than Actual Start Date.

2.4 Billing. Client shall have the sole and exclusive right, and Parallel shall have no right, to enter into contracts with third-party payors and to bill and collect payments from Users and third-party payors for the Services rendered to Users pursuant to this Agreement. Parallel hereby assigns its right to bill any third-party payor or User for any reimbursable Service provided under this Agreement.

2.5 Missed Appointments. Client understands and agrees that Parallel may charge Client for the full scheduled duration of a session in the event a Client student misses or cancels a scheduled session with

less than twenty-four (24) hours' notice to Parallel, starting with the third instance of such a session that is missed or canceled with less than twenty-four (24) hours' notice to Parallel..

2.6 No Payments for Referrals. The Parties acknowledge and agree that this Agreement does not require any Party to make referrals to, or otherwise generate business for, any other Party. The payments required under this Agreement were negotiated on an arms-length basis, are intended to reflect fair market value, and were not determined in a manner that takes into account the volume or value of any referrals or other business generated, or expected to be generated, between the Parties. No amount paid by any Party is intended to be, nor will it be construed to be, an inducement or payment for referral of any individual to such Party. In addition, no fee set forth in this Agreement includes any discount, rebate, kickback, or other reduction in charge.

Article 3

CONFIDENTIALITY

3.1 Non-Disclosure of Confidential Information.

3.1.1 Restrictions and Limitations. Except as otherwise expressly provided in this Agreement or a separate written agreement between or among such Parties, no Party may disclose any other Party's Confidential Information other than strictly on a need-to-know basis to such Party's employees, professional staff and other personnel who require access to the other Party's Confidential Information in order to perform the disclosing Party's obligations or exercise the disclosing Party's rights under this Agreement. Notwithstanding the foregoing, each Party agrees: (i) to hold the other Party's Confidential Information in strict confidence, using the same degree of care and protection (but no less than a reasonable degree) that it exercises with its own Confidential Information of a similar nature; (ii) not to directly or indirectly disclose or otherwise make available any Confidential Information of the other Party to a third party (including consultants and independent contractors, unless such consultants or independent contractors require access to the other Party's Confidential Information and have agreed in writing to abide by the confidentiality obligations in this Section to the same extent as applicable to such Party); and (iii) not to copy or use the other Party's Confidential Information for any purpose other than as necessary to fulfill such Party's obligations or to exercise its rights under this Agreement.

3.1.2 Definition. As used herein, "Confidential Information" means this Agreement, and all information (whether written, oral, electronic or otherwise, whether technical or non-technical in nature, and whether specifically identified as "confidential", "proprietary", "non-public", or "competitively-sensitive") provided by a Party to the other Party pursuant to this Agreement that a reasonable person would consider confidential, proprietary or otherwise competitively sensitive, including trade secrets, know-how, firmware, designs, data models, schematics, techniques, code, plans or any other information relating to the products, technology, services and business of the Party providing the information. Confidential Information shall not include information that: (i) is now or hereafter in the public domain through no fault of or breach by the recipient Party; (ii) prior to disclosure hereunder, is properly within the rightful possession of the recipient Party as evidenced by documentation of the recipient Party; or (iii) prior to or subsequent to disclosure hereunder, is lawfully received by the recipient Party from a third party who the recipient Party knows or has reason to believe is not subject to a restriction on further disclosure of such information.

3.1.3 Return or Destruction of Confidential Information. Upon the termination of this Agreement, each Party shall promptly cease any use and either destroy (and certify to the other Party as to such destruction), or deliver to the other Party, all Confidential Information of the other Party, in any form, other than the Party's internal copies of this Agreement.

3.2 Survival. This Section shall survive the termination of this Agreement.

Article 4

TERMINATION

4.1 Term. This Agreement shall remain in effect while any Order Form issued hereunder remains in effect. Each Order Form shall specify its term. Termination of this Agreement pursuant to the provisions below shall terminate all outstanding Order Forms.

4.2 Termination without Cause. The Parties may terminate this Agreement at any time without cause upon ninety (90) days' written notice to each other.

4.3 Termination with Cause. In the event of a material breach of any obligation or covenant under this Agreement, the non-breaching Party will give the breaching Party written notice describing the breach. The breaching Party receiving such notice will have thirty (30) days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching Party, the non-breaching Party may immediately terminate the Agreement upon written notice to the other Party.

4.4 Effect of Termination. Upon the termination of this Agreement, neither Party shall have any further obligations hereunder except for (i) obligations accruing prior to the date of termination, including but not limited payment for Services provided and (ii) obligations, promises or covenants contained herein which are expressly made or intended to survive beyond the Term. All compensation accrued prior to the date of termination for services rendered will be immediately paid to Parallel upon termination of the Agreement. Parallel and MSO shall reimburse the Client for any and all advanced payments made for services not provided due to termination of the Agreement. The Parties will work together in good faith to orderly transition Services and ensure there are no gaps in care, as appropriate and/or required under applicable law.

4.5 Termination Remedy Not Exclusive. The termination provisions in this Section are not exclusive, but rather are in addition to any other rights and remedies that the Parties may have at law or in equity.

Article 5

NON-SOLICITATION; REPRESENTATIONS AND WARRANTIES

5.1 Non-Solicitation Covenants.

During the Term of this Agreement, and for one (1) year after termination of this Agreement, neither Party shall solicit or attempt to induce any employee or contractor of each other to terminate his or her relationship with such Party. The Parties acknowledge and agree that a violation of this non-solicitation provision would cause serious and irreparable harm to other Party. The covenant set forth in this Section shall survive the termination of this Agreement.

5.2 Representations and Warranties. Each Party represents and warrants that: (i) it has the requisite power and authority to execute, deliver and carry out this Agreement; (ii) neither it nor any of its employees, agents, directors, officers, members or managers, clinicians or representatives (collectively, "Personnel") are currently excluded, debarred or suspended from participation in any federal healthcare program; and (iii) that to the best of its knowledge, neither it nor any of its Personnel are under investigation by any state or federal governmental agency that may lead to exclusion, debarment or suspension.

5.3 Injunctive Relief. The Parties acknowledge that monetary damages may be inadequate to compensate for a breach of the provisions contained in Sections 3.1 or 5.1 or other confidentiality provisions of this Agreement. In the event of a breach of such provisions, the injured Party shall be entitled to injunctive relief (without the need to post bond) and any and all other remedies available at law or in equity. This Section in no way limits the liability or damages that may be assessed against a Party in the event of a breach by the other Party of any of the provisions of this Agreement.

5.4 Survival. This Section shall survive the termination of this Agreement.

Article 6

INDEMNIFICATION; LIMITATIONS OF LIABILITY; DISCLAIMER

6.1 Indemnification by Client. Client hereby agrees to indemnify, defend and hold harmless Parallel and MSO, and each of their respective officers, directors, members, managers, employees, agents and representatives, from and against any and all liabilities, demands, claims, actions or causes of action, assessments, judgments, losses, costs, damages or expenses (including reasonable attorneys' fees) sustained or incurred by such Party to the extent the same result from or arise out of a third-party claim based on any breach of this Agreement, violation of law, or negligent, reckless or willful act or omission by Client, or its officers, directors, members, managers, employees, agents and representatives.

6.2 Indemnification by Parallel and MSO. Parallel and MSO hereby agree to indemnify, defend and hold harmless Client and its officers, directors, members, managers, employees, agents and representatives, from and against any and all liabilities, demands, claims, actions or causes of action, assessments, judgments, losses, costs, damages or expenses (including reasonable attorneys' fees) sustained or incurred by Client to the extent the same result from or arise out of a third-party claim based on any breach of this Agreement, violation of law, or negligent, reckless or willful act or omission by such Party, or its officers, directors, members, managers, employees, agents and representatives

6.3 Limitation of Liability. IN NO EVENT WILL ANY PARTY'S LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES PROVIDED BY PARALLEL OR THE PARALLEL PROVIDERS INCLUDE ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LOSS OF BUSINESS OR PROFITS, UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

6.4 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, NEITHER PARALLEL NOR MSO MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. PARALLEL AND MSO EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, AND ACCURACY. NOTWITHSTANDING ANYTHING SET FORTH HEREIN, NEITHER PARALLEL NOR MSO WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICES. PARALLEL AND MSO DO NOT WARRANT THAT THE SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARALLEL NOR MSO WARRANTS THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES IS OR WILL BE ACCURATE OR COMPLETE OR THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES WILL ALWAYS BE AVAILABLE. Notwithstanding the foregoing, Parallel and MSO sure use best practices and efforts to ensure Client can use the services without interruption or delay.

6.5 Survival. This Section shall survive the termination of this Agreement.

Article 7

MISCELLANEOUS PROVISIONS

7.1 Independent Contractor Status. The Parties shall at all times be, and act and perform, as independent contractors in connection with this Agreement. None of the Parties, nor any of their officers, directors, employees or representatives shall be construed to be the agent, employee or representative of the other Party or have an express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other Party.

7.2 Entire Agreement. This Agreement (including the recitals) and the other agreements, Order Form(s) (if applicable), exhibits, and schedules referred to herein, constitute the entire agreement, and supersede all prior and contemporaneous agreements and understandings, both written and oral, between the Parties, with respect to the subject matter hereof. All exhibits, schedules, Order Form(s) (if applicable), attachments or other documents referred to in this Agreement shall be either attached hereto or incorporated by reference herein.

7.3 Amendment; No Waiver. This Agreement may be amended before or after the Effective Date only by a written instrument signed by all Parties. No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party.

7.4 Assignment. No Party may assign or delegate this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Parties, and any Party's attempted assignment or delegation of this Agreement or any of its duties or obligations without the prior written consent of the other Parties shall be void and of no effect; provided however, that, (i) upon prior written notice to the other Party, either Party may assign this Agreement to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition and (ii) Parallel may assign this Agreement, in whole or in part without Client's consent, to an affiliated organization or an organization operating under a business support structure substantially similar to that which exists between MSO and Parallel. In the event of an assignment or delegation of this Agreement or any of its rights and obligations hereunder by Parallel or MSO, the assignee will agree in writing to be bound by the terms of this Agreement. Any attempted assignment or delegation without the assignee's agreement to be bound by the terms of this Agreement shall be void and of no effect.

7.5 Applicable Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any other jurisdiction.

7.6 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties. Nothing in this Agreement, express or implied, is intended to or shall confer upon anyone other than the Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

7.7 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made as follows: (i) if sent by registered or certified mail in the United States return receipt requested, upon receipt; (ii) if sent designated for overnight delivery by nationally recognized overnight air courier (such as DHL or Federal Express), one business day after mailing; and (iii) if otherwise actually personally delivered, when delivered; provided that such notices,

requests, demands and other communications are delivered to the address set forth below, or to such other address as one Party shall provide by like notice to the other Party:

If to MSO or Parallel:

Parallel Learning, Inc.
228 Park Ave. S
#97411
New York, New York 10003

If to Client:

Oneida-Herkimer-Madison BOCES
Attn: Christopher Hill
4747 Middle Settlement Rd
New Hartford, NY 13413

7.8 Construction. For purposes of this Agreement: (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections and Exhibits refer to the Sections of, and Exhibits attached to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. To the extent any of the terms or obligations in the Terms of Service conflict with this Agreement, this Agreement shall control. Section 23 of the Terms of Service related to Release shall not apply to this Agreement or the relationship between the Parties.

7.9 Headings. The section and other headings contained in this Agreement and in the exhibits and schedules to this Agreement are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the exhibits and schedules hereto.

7.10 Force Majeure. No party shall be liable for any failure or delay in performance of its obligations under this Agreement due to causes which are beyond its reasonable control, including, but not limited to, an act of nature, pandemic, act of civic or military authority, fire, epidemic, flood, riot, war, strikes or labor disputes, failure of equipment, failure of software, failure of telecommunications lines, power outages, failure or downtime of data network carriers or internet access providers, sabotage, terrorism, USPS mail delivery delays, and governmental action (referred to herein as “Force Majeure”).

7.11 No Third Party Rights. This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the Parties and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person (other than the Parties) any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

7.12 Counterparts; Facsimile or Electronic Signatures. This Agreement may be executed in two counterparts, each of which shall be deemed an original and both of which shall constitute one and the

same instrument, notwithstanding both of the Parties are not signatories to the original or the same counterpart.

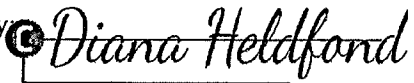
Oneida-Herkimer-Madison BOCES

By: _____

Name: Anthony Nicotera

Title: Oneida-Herkimer-Madison BOCES, Cooperative Board President


Pohlman Psychology PLLC, a New York professional limited liability company

By:  _____

Name: Diana Heldfond

Title: Administrator

PARALLEL LEARNING, INC.

By:  _____

Name: Diana Heldfond

Title: CEO & Founder

ADDENDUM "A"

Oneida-Herkimer-Madison BOCES Parent's Bill of Rights for Student Data Privacy and Security

The Oneida-Herkimer-Madison BOCES seeks to use current technology, including electronic storage, retrieval and analysis of information about students' education experience in the district, to enhance the opportunities for learning and to increase the efficiency of our district and school operations. Oneida-Herkimer-Madison BOCES seeks to ensure that parents have information about how the District stores, retrieves and uses information about students and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including § 2-d of the New York State Education Law.

To further these goals, Oneida-Herkimer-Madison BOCES has posted this Parents' Bill of Rights for Data Privacy and Security.

- 1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- 2) Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Board Policies that can be accessed from the BOCES' website.
- 3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls and password protection, must be in place when data is stored or transferred.
- 4) A complete list of all student data elements collected by the State will be available [HERE](#) and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
- 5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Data Privacy Officer, Oneida-Herkimer-Madison BOCES, 4747 Middle Settlement Road, New Hartford, NY 13413, OR to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.

ADDENDUM "B"

OHM BOCES

PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by Parallel and MSO (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and Oneida-Herkimer-Madison BOCES (the “School District”) dated February 14, 2024 (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law §2-d; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in a mutually agreeable format and/or destroyed by the Contractor as directed by the School District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the School District in a Contractor’s product and/or service by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor’s product and/or service by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the School District will be stored in the United States. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

ADDENDUM "C-1"
PARALLEL DATA SECURITY AND PRIVACY PLAN
(SEE ATTACHED)

ADDENDUM "C-2"
MSO DATA SECURITY AND PRIVACY PLAN
(SEE ATTACHED)

ADDENDUM "D"
ONBOARDING REQUIREMENTS

The Client must provide to Parallel the following prior to the Target Services Start Date:

- Responsive Client point of contact
- Accurate caseload of students that Parallel will be serving, including student name, type of services needed and duration of support needed
- Access to the Clients' Individualized Education Plan (IEP) Platform
- Name and contact of on-site facilitators or a plan and timeline towards adequate on-site facilitator coverage

Completion of Parallel's tech testing process

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Oneida-Herkimer-Madison BOCES School District (hereinafter “School District”) and Parallel Learning, Inc. & Pohlman Psychology PLLC (hereinafter “Contractor”) entered into an agreement dated 02/14/2024 (hereinafter “Agreement”) for the access of online platform for speech therapy services (hereinafter “Services”).

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

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

See attached "Information Security Policy".

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

See attached "Information Security Policy", "Data Management Policy" and "Cryptography Policy".

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

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

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

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

Specify date of each training

All officers and employees complete Security Awareness Training within two weeks of hire and once per year thereafter. Providers also go through school-specific training upon hire as part of the onboarding process as well as requisite certifications required by the state and district. The dates depend on hire date and assignment to specific district customers.

5. Subcontractors (check one):

Contractor shall not utilize subcontractors.

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

Subcontractors are subject to the same requirements described in #4 above (Security Awareness Training, provider onboarding training, requisite certifications).

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: *Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.*

Please see attached "Incident Response Plan".

7. Termination of Agreement.

a. Within 90 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

b. Within 90 days of termination of the Agreement, Contractor shall Return all data to the School District using agreed data transfer method OR

Transition all data to a successor contractor designated by the School District in writing using _____.

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

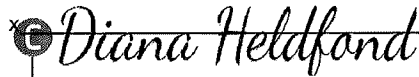
IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of 02/13/2024.

CONTRACTOR:

Parallel Learning, Inc.

By: Diana Heldfond

Title: Chief Executive Officer

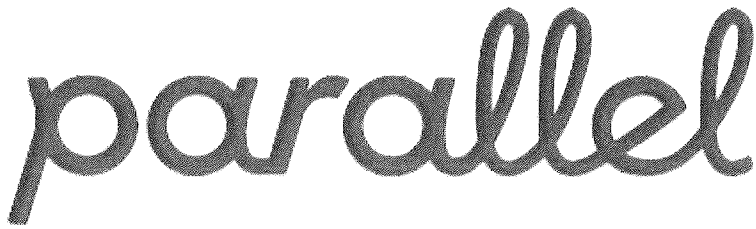
A handwritten signature in cursive script that reads "Diana Heldfond". To the left of the signature is a small circular stamp containing a stylized letter 'G'.

Pohlman Psychology PLLC, a New York professional limited liability company

By: Diana Heldfond

Title: Administrator

A handwritten signature in cursive script that reads "Diana Heldfond". To the left of the signature is a small circular stamp containing a stylized letter 'G'.



Information Security Policy

Policy Owner: Security Team

Effective Date: Jul 13, 2023

Overview

This Information Security Policy is intended to protect Parallel Learning Inc’s employees, partners and the company from illegal or damaging actions by individuals, either knowingly or unknowingly.

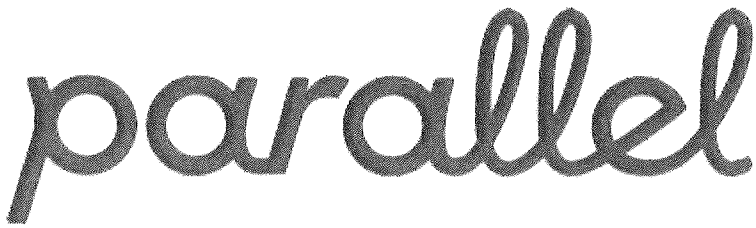
Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, web browsing, and file transfers, are the property of Parallel Learning Inc. These systems are to be used for business purposes in serving the interests of the company, and of our clients and customers in the course of normal operations.

Effective security is a team effort involving the participation and support of every Parallel Learning Inc employee or contractor who deals with information and/or information systems. It is the responsibility of every team member to read and understand this policy, and to conduct their activities accordingly.

Purpose

The purpose of this policy is to communicate our information security policies and outline the acceptable use and protection of Parallel Learning Inc’s information and assets. These rules are in place to protect customers, employees, and Parallel Learning Inc. Inappropriate use exposes Parallel Learning Inc to risks including virus attacks, compromise of network systems and services, financial and reputational risk, and legal and compliance issues.

The Parallel Learning Inc “Information Security Policy” comprises this policy and all Parallel Learning Inc policies referenced and/or linked within this document.



Scope

This policy applies to the use of information, electronic and computing devices, and network resources to conduct Parallel Learning Inc business or interact with internal networks and business systems, whether owned or leased by Parallel Learning Inc, the employee, or a third party. All employees, contractors, consultants, temporary, and other workers at Parallel Learning Inc and its subsidiaries are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with Parallel Learning Inc policies and standards, and local laws and regulations.

This policy applies to employees, contractors, consultants, temporaries, and other workers at Parallel Learning Inc, including all personnel affiliated with third parties. This policy applies to all Parallel Learning Inc-controlled company and customer data as well as all equipment, systems, networks and software owned or leased by Parallel Learning Inc.

Security Incident Reporting

All users are required to report known or suspected security events or incidents, including policy violations and observed security weaknesses. Incidents shall be reported immediately or as soon as possible by sending an email to: security@parallelllearning.com

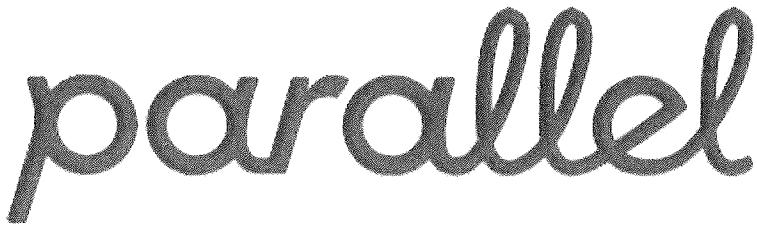
In your incident report communication email please describe the incident or observation along with any relevant details.

Whistleblower Anonymous Fraud Reporting

Our Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns internally so that we can address and correct inappropriate conduct and actions. It is the responsibility of all employees to report concerns about violations of our code of ethics or suspected violations of law or regulations that govern our operations.

It is contrary to our values for anyone to retaliate against any employee or who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

Anonymous reports may be submitted via <http://bit.ly/parallel-anon-whistleblower>



Mobile Device Policy

All end-user devices (e.g., mobile phones, tablets, laptops, desktops) must comply with this policy. Employees must use extreme caution when opening email attachments received from unknown senders, which may contain malware.

System level and user level passwords must comply with the Access Control Policy. Providing access to another individual, either deliberately or through failure to secure a device is prohibited.

All end-user, personal (BYOD) or company owned devices used to access Parallel Learning Inc information systems (i.e. email) must adhere to the following rules and requirements:

- Devices must be locked with a password (or equivalent control such as biometric) protected screensaver or screen lock after 10 minutes of non-use.
- Devices must be locked whenever left unattended
- Users must report any suspected misuse or theft of a mobile device immediately to security@parallelllearning.com
- Confidential information must not be stored on mobile devices or USB drives (this does not apply to business contact information, e.g., names, phone numbers, and email addresses)
- Any mobile device used to access company resources (such as file shares and email) must not be shared with any other person
- Upon termination users agree to return all company owned devices and delete all company information and accounts from any personal devices

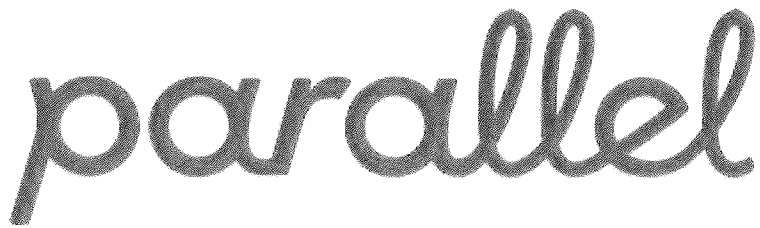
Clear Screen Clear Desk Policy

Users shall not leave confidential materials unsecured on their desk or workspace, and will ensure that screens are locked when not in use.

Remote Access Policy

Laptops and other computer resources that are used to access the Parallel Learning Inc network must conform to the security requirements outlined in Parallel Learning Inc's Information Security Policies and adhere to the following standards:

- To ensure mobile devices do not connect a compromised device to the company network, Antivirus policies require the use and enforcement of client-side antivirus software
- Antivirus software must be configured to detect and prevent or quarantine malicious software, perform periodic system scans, and have automatic updates enabled



- Users must not connect to any outside network without a secure, up-to-date software firewall configured on the mobile computer
- Users are prohibited from changing or disabling any organizational security controls such as personal firewalls, antivirus software on systems used to access Parallel Learning Inc resources
- Use of remote access software and/or services (e.g., VPN client) is allowable as long as it is provided by the company and configured for multifactor authentication (MFA)
- Unauthorized remote access technologies may not be used or installed on any Parallel Learning Inc system
- Users shall use a VPN when transmitting confidential information on public Wi-Fi
- If you access from a public computer (e.g., from a business center, hotel, etc.), log out of the session and don't save anything. Don't check "remember me", collect all printed materials and do not download files to a non-Parallel Learning Inc controlled system

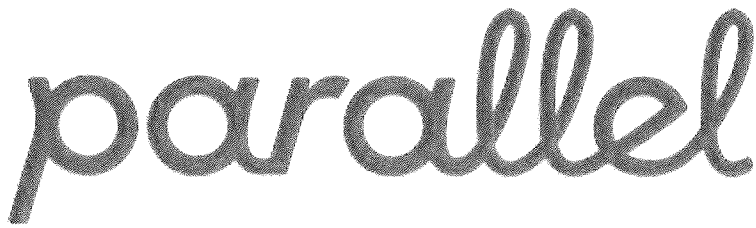
Acceptable Use Policy

Parallel Learning Inc proprietary and customer information stored on electronic and computing devices, whether owned or leased by Parallel Learning Inc, the employee or a third party, remains the sole property of Parallel Learning Inc for the purposes of this policy. Employees and contractors must ensure through legal or technical means that proprietary information is protected in accordance with the Data Management Policy. The use of the company's Google Drive for business file storage is required for users of laptops or company issued devices. Storing important documents on the file share is how you "backup" your laptop.

You have a responsibility to promptly report the theft, loss, or unauthorized disclosure of Parallel Learning Inc proprietary information or equipment. You may access, use or share Parallel Learning Inc proprietary information only to the extent it is authorized and necessary to fulfill your assigned job duties. Employees are responsible for exercising good judgment regarding the reasonableness of personal use of company-provided devices.

For security and network maintenance purposes, authorized individuals within Parallel Learning Inc may monitor equipment, systems and network traffic at any time.

Parallel Learning Inc reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.



Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities with properly documented Management approval. Under no circumstances is an employee of Parallel Learning Inc authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Parallel Learning Inc-owned resources or while representing Parallel Learning Inc in any capacity. The list below is not exhaustive, but attempts to provide a framework for activities which fall into the category of unacceptable use.

The following activities are strictly prohibited, with no exceptions:

1. Violations of the rights of any person or company protected by copyright, trade secret, patent, or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Parallel Learning Inc
2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Parallel Learning Inc or the end user does not have an active license
3. Accessing data, a server, or an account for any purpose other than conducting Parallel Learning Inc business, even if you have authorized access, is prohibited
4. Exporting software, technical information, encryption software, or technology, in violation of international or regional export control laws, is illegal. The appropriate management shall be consulted prior to export of any material that is in question
5. Introduction of malicious programs into the network or systems (e.g., viruses, worms, Trojan horses, email bombs, etc.)
6. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home
7. Using a Parallel Learning Inc computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws
8. Making fraudulent offers of products, items, or services originating from any Parallel Learning Inc account
9. Making statements about warranty, expressly or implied, unless it is a part of normal job duties

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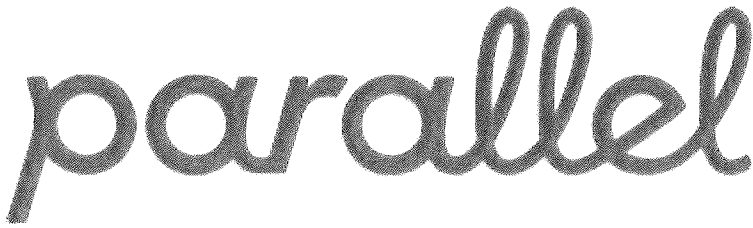
10. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient, or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes
11. Port scanning or security scanning is expressly prohibited unless prior notification to the Parallel Learning Inc engineering team is made
12. Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty
13. Circumventing user authentication or security of any host, network, or account
14. Introducing honeypots, honeynets, or similar technology on the Parallel Learning Inc network.
15. Interfering with or denying service to any user other than the employee's host (for example, denial of service attack)
16. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's session, by any means
17. Providing information about, or lists of: Parallel Learning Inc employees, contractors, partners, or customers to parties outside Parallel Learning Inc without authorization

Email and Communication Activities

When using company resources to access and use the Internet, users must realize they represent the company and act accordingly.

The following activities are strictly prohibited, with no exceptions:

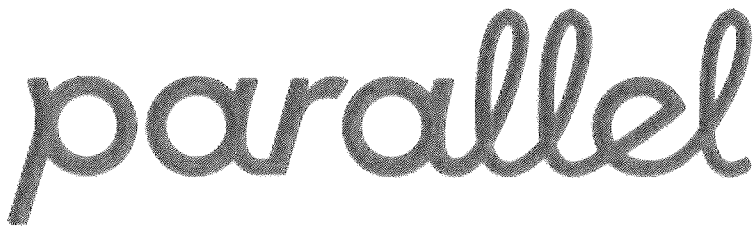
1. Sending unsolicited email messages, including the sending of "junk mail", or other advertising material to individuals who did not specifically request such material (email spam)
2. Any form of harassment via email, telephone, or texting, whether through language, frequency, or size of messages
3. Unauthorized use, or forging, of email header information
4. Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies
5. Creating or forwarding "chain letters", "Ponzi", or other "pyramid" schemes of any type
6. Use of unsolicited email originating from within Parallel Learning Inc networks or other service providers on behalf of, or to advertise, any service hosted by Parallel Learning Inc or connected via Parallel Learning Inc's network



Additional Policies and Procedures Incorporated by Reference

Personnel are responsible for reading and complying with all policies relevant to their roles and responsibilities.

Role	Purpose
Access Control Policy	To limit access to information and information processing systems, networks, and facilities to authorized parties in accordance with business objectives.
Asset Management Policy	To identify organizational assets and define appropriate protection responsibilities.
Business Continuity & Disaster Recovery Plan	To prepare Parallel Learning Inc in the event of extended service outages caused by factors beyond our control (e.g., natural disasters, man-made events), and to restore services to the widest extent possible in a minimum time frame.
Cryptography Policy	To ensure proper and effective use of cryptography to protect the confidentiality, authenticity and/or integrity of information.
Data Management Policy	To ensure that information is classified and protected in accordance with its importance to the organization.
Human Resources Policy	To ensure that employees and contractors meet security requirements, understand their responsibilities, and are suitable for their roles.
Incident Response Plan	Policy and procedures for suspected or confirmed information security incidents.
Operations Security Policy	To ensure the correct and secure operation of information processing systems and facilities.
Physical Security Policy	To prevent unauthorized physical access or damage to the organization's information and information processing facilities.



Risk Management Policy	To define the process for assessing and managing Parallel Learning Inc's information security risks in order to achieve the company's business and information security objectives.
Secure Development Policy	To ensure that information security is designed and implemented within the development lifecycle for applications and information systems.
Third-Party Management Policy	To ensure protection of the organization's data and assets that are shared with, accessible to, or managed by suppliers, including external parties or third-party organizations such as service providers, vendors, and customers, and to maintain an agreed level of information security and service delivery in line with supplier agreements.

Policy Compliance

Parallel Learning Inc will measure and verify compliance to this policy through various methods, including but not limited to ongoing monitoring, and both internal and external audits.

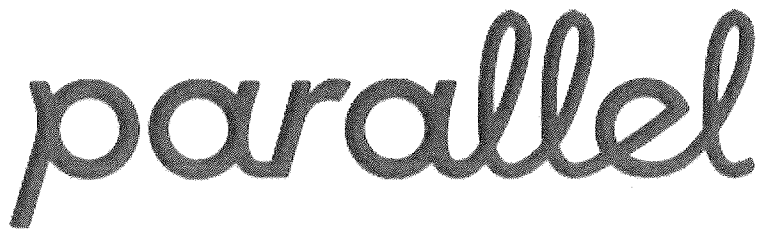
Exceptions

Requests for an exception to this policy must be submitted to the VP of Engineering for approval.

Violations & Enforcement

Any known violations of this policy should be reported to the VP of Engineering. Violations of this policy can result in immediate withdrawal or suspension of system and network privileges and/or disciplinary action in accordance with company procedures up to and including termination of employment.

Version	Date	Description	Author	Approved by
1.0	Jul 13, 2023	First Version	Security Team	Danielle Neri



Data Management Policy

Policy Owner: Security Team

Effective Date: Jul 13, 2023

Purpose

To ensure that information is classified, protected, retained, and securely disposed of in accordance with its importance to the organization.

Scope

All Parallel Learning Inc. data, information, and information systems.

Policy

Parallel Learning Inc. classifies data and information systems in accordance with legal requirements, sensitivity, and business criticality in order to ensure that information is given the appropriate level of protection. Data owners are responsible for identifying any additional requirements for specific data or exceptions to standard handling requirements.

Information systems and applications shall be classified according to the highest classification of data that they store or process.

Data Classification

To help Parallel Learning Inc. and its employees easily understand requirements associated with different kinds of information, the company has created three classes of data.

Confidential

Highly sensitive data requires the highest levels of protection; access is restricted to specific employees or departments, and these records can only be passed to others with approval from the data owner, or a company executive. Example include:

- Customer Data
- Personally identifiable information (PII)
- Company financial and banking data

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- Salary, compensation and payroll information
- Strategic plans
- Incident reports
- Risk assessment reports
- Technical vulnerability reports
- Authentication credentials
- Secrets and private keys
- Source code
- Litigation data

Restricted

Parallel Learning Inc. proprietary information requires thorough protection; access is restricted to employees with a “need-to-know” based on business requirements. This data can only be distributed outside the company with approval. This is the default for all company information unless stated otherwise. Examples include:

- Internal policies
- Legal documents
- Meeting minutes and internal presentations
- Contracts
- Internal reports
- Slack messages
- Email

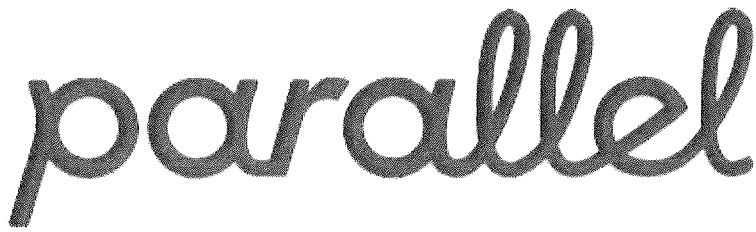
Public

Documents intended for public consumption which can be freely distributed outside Parallel Learning Inc. Examples include:

- Marketing materials
- Product descriptions
- Release notes
- External facing policies

Labeling

Confidential data should be labeled “confidential” whenever paper copies are produced for distribution.



Data Handling

Confidential Data Handling

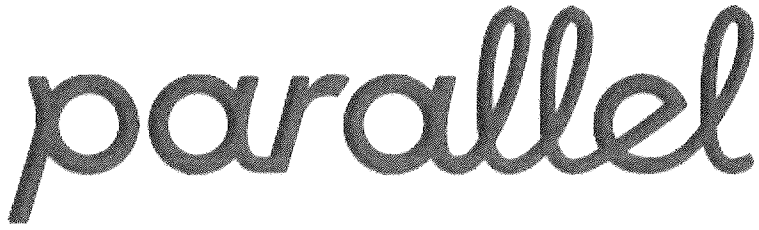
Confidential data is subject to the following protection and handling requirements:

- Access for non-pre-approved roles requires documented approval from the data owner
- Access is restricted to specific employees, roles, and/or departments
- Confidential systems shall not allow unauthenticated or anonymous access
- Confidential Customer Data shall not be used or stored in non-production systems/environments
- Confidential data shall be encrypted at rest and in transit over public networks in accordance with the Cryptography Policy
- Mobile device hard drives containing confidential data, including laptops, shall be encrypted
- Mobile devices storing or accessing confidential data shall be protected by a log-on password (or equivalent, such as biometric) or passcode and shall be configured to lock the screen after five (5) minutes of non-use
- Backups shall be encrypted
- Confidential data shall not be stored on personal phones or devices or removable media including USB drives, CDs, or DVDs
- Paper records shall be labeled “confidential” and securely stored and disposed of in a secure, approved manner in accordance with data handling and destruction policies and procedures
- Hard Copy paper records shall only be created based on a business need and shall be avoided whenever possible
- Hard drives and mobile devices used to store confidential information must be securely wiped prior to disposal or physically destroyed
- Transfer of confidential data to people or entities outside the company shall only be done in accordance with a legal contract or arrangement, and the explicit written permission of management or the data owner

Restricted Data Handling

Restricted data is subject to the following protection and handling requirements:

- Access is restricted to users with a need-to-know based on business requirements
- Restricted systems shall not allow unauthenticated or anonymous access
- Transfer of restricted data to people or entities outside the company or authorized users shall require management approval and shall only be done in accordance with a legal contract or arrangement, or the permission of the data owner
- Paper records shall be securely stored and disposed of in a secure, approved manner in accordance with data handling and destruction policies and procedures



- Hard drives and mobile devices used to store restricted information must be securely wiped prior to disposal or physically destroyed

Public Data Handling

No special protection or handling controls are required for public data. Public data may be freely distributed.

Data Retention

Parallel Learning Inc shall retain data as long as the company has a need for its use, or to meet regulatory or contractual requirements. Once data is no longer needed, it shall be securely disposed of or archived. Data owners, in consultation with legal counsel, may determine retention periods for their data.

Personally identifiable information (PII) shall be deleted or de-identified as soon as it no longer has a business use.

Retention periods shall be documented in the Data Retention Matrix in Appendix B to this policy.

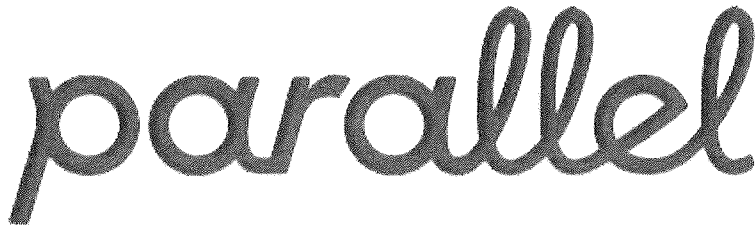
Data & Device Disposal

Data classified as restricted or confidential shall be securely deleted when no longer needed. Parallel Learning Inc. shall assess the data and disposal practices of third-party vendors in accordance with the Third-Party Management Policy. Only third parties who meet Parallel Learning Inc. requirements for secure data disposal shall be used for the storage and processing of restricted or confidential data.

Parallel Learning Inc. shall ensure that all restricted and confidential data is securely deleted from company devices prior to, or at the time of, disposal.

Confidential and Restricted hardcopy materials shall be shredded or otherwise disposed of using a secure method.

Personally identifiable information (PII) shall be collected, used, and retained only for as long as the company has a legitimate business purpose. PII shall be securely deleted and disposed of following contract termination in accordance with company policy, contractual commitments, and all relevant laws and regulations. PII shall also be deleted in response to a verified request from a consumer or data subject, where the company does not have a legitimate business interest or other legal obligation to retain the data.



Annual Data Review

Management shall review data retention requirements during the annual review of this policy. Data shall be disposed of in accordance with this policy.

Legal Requirements

Under certain circumstances, Parallel Learning Inc may become subject to legal proceedings requiring retention of data associated with legal holds, lawsuits, or other matters as stipulated by Parallel Learning Inc legal counsel. Such records and information are exempt from any other requirements specified within this Data Management Policy and are to be retained in accordance with requirements identified by the Legal department. All such holds and special retention requirements are subject to annual review with Parallel Learning Inc's legal counsel to evaluate continuing requirements and scope.

Policy Compliance

Parallel Learning Inc will measure and verify compliance to this policy through various methods, including but not limited to, business tool reports, and both internal and external audits.

Exceptions

Requests for an exception to this policy must be submitted to the VP of Engineering for approval.

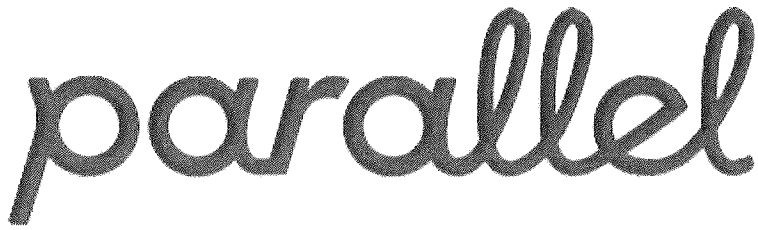
Violations & Enforcement

Any known violations of this policy should be reported to the VP of Engineering. Violations of this policy can result in immediate withdrawal or suspension of system and network privileges and/or disciplinary action in accordance with company procedures up to and including termination of employment.

Version	Date	Description	Author	Approved by
1.0	Jul 13, 2023	First Version	Security Team	Danielle Neri

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1.1	Jul 19, 2023	Rev.1	Danielle Neri	Security Team
1.2	Dec 6, 2023	Rev.2 - Formatting Error Corrections	Security Team	Danielle Neri



APPENDIX A – Internal Retention and Disposal Procedure

Parallel Learning Inc.'s Engineering Team is responsible for setting and enforcing the data retention and disposal procedures for Parallel Learning Inc. managed accounts and devices.

Customer Accounts:

1. Customer data will be retained for up to 7 years and can be deleted sooner upon customer request.

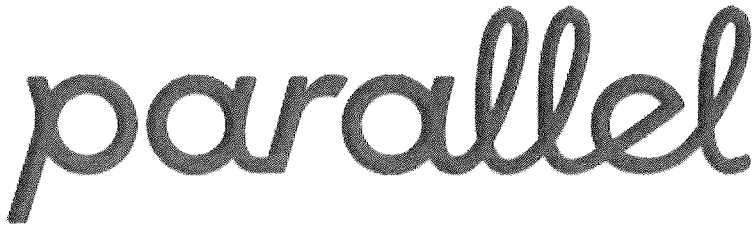
Devices:

1. Employee devices will be collected promptly upon an employee's termination. Remote employees will be sent a shipping label and the return of their device shall be monitored.
2. Collected devices will be cleared to be re-provisioned—or removed from inventory; Parallel Learning Inc. will securely erase the device when reprovisioning.
3. Device images may be retained at the discretion of management for business purposes

Destroying devices or electronic media

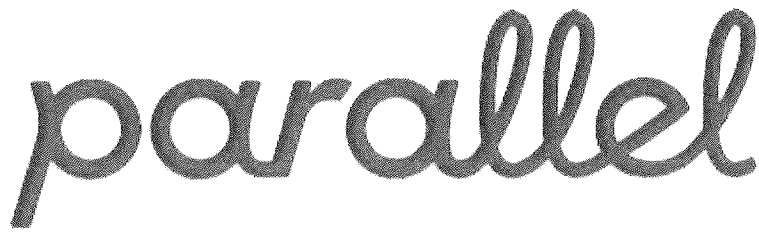
In cases where a device is damaged in a way that Parallel Learning Inc. cannot access the Recovery Partition to erase the drive, Parallel Learning Inc. may optionally decide to use an E-Waste service that includes data destruction with a certificate. Parallel Learning Inc. will keep certificates of destruction on record for one year. Physical destruction can be optional if it is verified that the device is encrypted with Full Disk Encryption, which would negate the risk of data recovery.

Management will review this procedure at least annually.



APPENDIX B – Data Retention Matrix

System or Application	Data Description	Retention Period
Parallel Learning Inc SaaS Products (Google Cloud, Healthie)	Customer Data	Up to 7 years after contract termination
Parallel Learning Inc AutoSupport	Customer instance and metadata, debugging data	Indefinite
Parallel Learning Inc Customer Support Tickets (Zendesk)	Support Tickets and Cases	Indefinite
Parallel Learning Inc Customer Sales (Salesforce)	Opportunity and Sales Data	Indefinite
Security Policies	Security Policies	1 year after archive
Temporary Files	GCP /tmp ephemeral storage	Automatically when the process finishes
Session recordings	Recordings of sessions held between providers and students	30 days



Cryptography Policy

Policy Owner: Security Team

Effective Date: Jul 13, 2023

Purpose

To ensure proper and effective use of cryptography to protect the confidentiality, authenticity and/or integrity of information. This policy establishes requirements for the use and protection of cryptographic keys and cryptographic methods throughout the entire encryption lifecycle.

Scope

All information systems developed and/or controlled by Parallel Learning Inc which store or transmit confidential data.

Policy

Parallel Learning Inc shall evaluate the risks inherent in processing and storing data, and shall implement cryptographic controls to mitigate those risks where deemed appropriate. Where encryption is in use, strong cryptography with associated key management processes and procedures shall be implemented and documented. All encryption shall be performed in accordance with industry standards, including NIST SP 800-57.

Customer or confidential company data must utilize strong ciphers and configurations in accordance with vendor recommendations and industry best practices including NIST when stored or transferred over a public network.

Key Management

Access to keys and secrets shall be tightly controlled in accordance with the Access Control Policy.

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The following table includes the recommended usage for cryptographic keys:

Domain	Key Type	Algorithm	Key Length	Max Expiration
Web Certificate	RSA or ECC with SHA2+ signature	RSA or ECC with SHA2+ signature	2048 bit or greater/RSA, 256bit or greater/ECC	Up to 1 year
Web Cipher (TLS)	Asymmetric Encryption	Ciphers of B or greater grade on SSL Labs Rating	Varies	N/A
Confidential Data at Rest	Symmetric Encryption	AES	256 bit	1 Year
Passwords	One-way Hash	Bcrypt, PBKDF2, or scrypt, Argon2	256 bit+10K Stretch. Include unique cryptographic salt+pepper	N/A
Endpoint Storage (SSD/HDD)	Symmetric Encryption	AES	128 or 256 bit	N/A

Exceptions

Requests for an exception to this policy must be submitted to the VP of Engineering for approval.

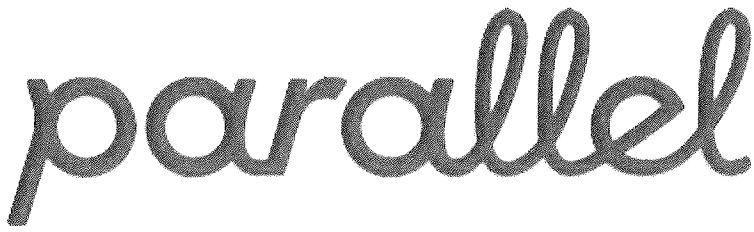
A documented exception is required prior to moving, copying, or storing customer or company confidential data on any media or removable device; all portable devices and removable media containing sensitive data must be encrypted using approved standards and mechanisms.

Violations & Enforcement

Any known violations of this policy should be reported to the VP of Engineering. Violations of this policy can result in immediate withdrawal or suspension of system and network privileges and/or disciplinary action in accordance with company procedures up to and including termination of employment.

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Version	Date	Description	Author	Approved by
1.0	Jul 13, 2023	First Version	Security Team	Danielle Neri



Incident Response Plan

Policy Owner: Security Team

Effective Date: Jul 13, 2023

Purpose

This document establishes the plan for managing information security incidents and events, and offers guidance for employees or incident responders who believe they have discovered, or are responding to, a security incident.

Scope

This policy covers all information security or data privacy events or incidents.

Incident and Event Definitions

A security event is an observable occurrence relevant to the confidentiality, availability, integrity, or privacy of company controlled data, systems or networks.

A security incident is a security event which results in loss or damage to the confidentiality, availability, integrity, or privacy of company controlled data, systems or networks.

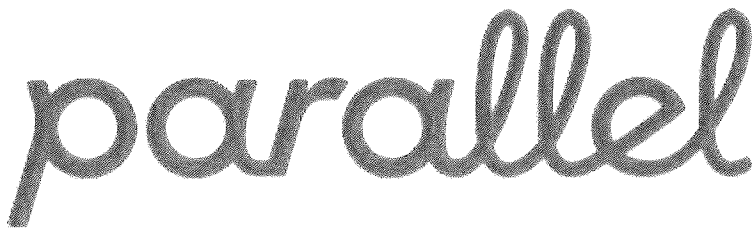
Incident Reporting & Documentation

Reporting

If a Parallel Learning Inc employee, contractor, user, or customer becomes aware of an information security event or incident, possible incident, imminent incident, unauthorized access, policy violation, security weakness, or suspicious activity, then they shall immediately report the information using one of the following communication channels:

- Email security@parallelllearning.com information or reports about the event or incident

Reporters should act as a good witness and behave as if they are reporting a crime. Reports should include specific details about what has been observed or discovered.



Severity

Security Team shall monitor incident and event tickets and shall assign a ticket severity based on the following categories.

S3/S4 - Low and Medium Severity

Issues meeting this severity are simply suspicions or odd behaviors. They are not verified and require further investigation. There is no clear indicator that systems have tangible risk and do not require emergency response. This includes lost/stolen laptops with disk encryption, suspicious emails, outages, strange activity on a laptop, etc.

S2 - High Severity

High severity issues relate to problems where an adversary or active exploitation hasn't been proven yet, and may not have happened, but is likely to happen. This may include lost/stolen laptops without encryption, vulnerabilities with direct risk of exploitation, threats with risk or adversarial persistence on our systems (e.g.: backdoors, malware), malicious access of business data (e.g.: passwords, vulnerability data, payments information).

S1 - Critical Severity

Critical issues relate to actively exploited risks and involve a malicious actor or threats that put any individual at risk of physical harm. Identification of active exploitation is required to meet this severity category.

Escalation and Internal Reporting

The incident escalation contacts can be found below in Appendix A.

S1 - Critical Severity: S1 issues require immediate notification to Engineering management.

S2 - High Severity: A Zendesk ticket must be created and the appropriate manager (see S1 above) must also be notified via Slack with a reference to the ticket number.

S3/S4 - Medium and Low Severity: A Zendesk ticket must be created and assigned to the appropriate department for response.

Documentation

All reported security events, incidents, and response activities shall be documented and adequately protected in Zendesk/

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A root cause analysis may be performed on all verified <S1> security incidents. A root cause analysis report shall be documented and referenced in the incident ticket. The root cause analysis shall be reviewed by the VP of Engineering who shall determine if a post-mortem meeting will be called.

Incident Response Process

For critical issues, the response team will follow an iterative response process designed to investigate, contain exploitation, eradicate the threat, recover system and services, remediate vulnerabilities, and document a post-mortem report including the lessons learned from the incident.

Summary

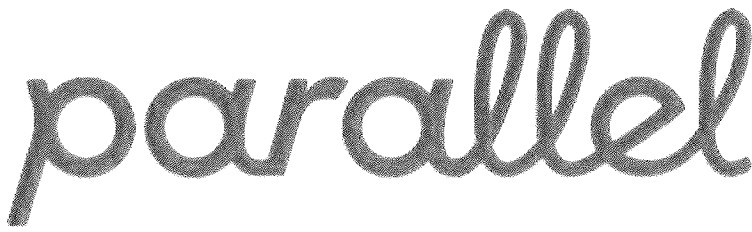
- Event reported
- Triage and analysis
- Investigation
- Containment & neutralization (short term/triage)
- Recovery & vulnerability remediation
- Hardening & Detection improvements (lessons learned, long term response)

Detailed

- Engineering Manager or VP of Engineering will manage the incident response effort
- If necessary, a central “War Room” will be designated, which may be a physical or virtual location (i.e Slack channel)
- A recurring Incident Response Meeting will occur at regular intervals until the incident is resolved
- Legal and executive staff will be informed as required

Incident Response Meeting Agenda

- Update Incident Ticket and timelines
- Document new Indicators of Compromise (IOCs)
- Perform investigative Q&A
- Apply emergency mitigations
- External Reporting / Breach Reporting
- Plan long term mitigations
- Document Root Cause Analysis (RCA)
- Additional items as needed



Special Considerations

Internal Issues

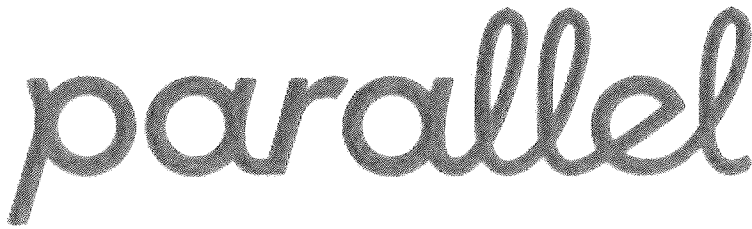
Issues where the malicious actor is an internal employee, contractor, vendor, or partner requires sensitive handling. The incident manager shall contact the VP of Engineering or the CEO directly and will not discuss with other employees. These are critical issues where follow-up must occur.

Compromised Communications

Incident responders must have Slack messaging arranged before listing themselves as incident members. If there are IT communication risks, an out of band solution will be chosen, and communicated to incident responders via cell phone.

Additional Requirements

- Suspected and reported events and incidents shall be documented
- Suspected incidents shall be assessed and classified as either an event or an incident
- Incident response shall be performed according to this plan and any associated procedures.
- All incidents shall be formally documented, and a documented root cause analysis shall be performed
- Incident responders shall collect, store, and preserve incident-related evidence in accordance with industry guidance and best practices such as NIST SP 800-86 'Guide to Integrating Forensic Techniques into Incident Response'
- Suspected and confirmed unauthorized access events shall be reviewed by the Incident Response Team. Breach determinations shall only be made by the CEO and legal counsel in coordination with executive management
- Parallel Learning Inc shall promptly and properly notify customers, partners, users, affected parties, and regulatory agencies of relevant incidents or breaches in accordance with Parallel Learning Inc policies, contractual commitments, and regulatory requirements, as determined by the CEO and legal counsel.
- This Incident Response Plan shall be reviewed and formally tested at least annually. Results of IR plan testing activities including findings and lessons learned will be formally documented and maintained to support security, compliance and audit requirements



External Communications and Breach Reporting

Legal and executive staff shall confer with technical teams in the event of unauthorized access to company or customer systems, networks, and/or data. Legal staff along with the CEO shall determine if breach reporting or external communications are required. Breaches shall be reported to customers, consumers, data subjects and regulators without undue delay and in accordance with all contractual commitments and applicable legislation.

No personnel may disclose information regarding incident or potential breaches to any third party or unauthorized person without the approval of legal and/or executive management.

Mitigation and Remediation

Legal and executive staff shall determine any immediate or long term mitigations or remedial actions that need to be taken as a result of an incident or breach. In the event that mitigations or remedial actions are needed, executive staff shall direct personnel with respect to planning, communicating and executing those activities.

Cooperation with Customers, Data Controller and Authorities

As needed and determined by legal and executive staff, the company shall cooperate with customers, Data Controllers and regulators to fulfill all of its obligations in the event of an incident or data breach.

Roles & Responsibilities

Every employee and user of any Parallel Learning Inc information resources has responsibilities toward the protection of the information assets. The table below establishes the specific responsibilities of the incident responder roles.

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Response Team Members

Role	Responsibility
Incident Manager	<p>The Incident Manager is the primary and ultimate decision maker during the response period. The Incident Manager is ultimately responsible for resolving the incident and formally closing incident response actions. See Appendix A for Incident Manager contact information.</p> <p>These responsibilities include:</p> <ul style="list-style-type: none">• Ensuring the right people from all functions are actively involved as appropriate• Communicating status updates to the appropriate person or teams at regular intervals• Resolving incidents in the immediate term• Determining necessary follow-up actions• Assigning follow-up activities to the appropriate people• Promptly reporting incident details which may trigger breach reporting, in writing to the VP of Engineering and CEO
Incident Response Team (IRT)	<p>The individuals who have been engaged and are actively working on the incident. All members of the IRT will remain engaged in incident response until the incident is formally resolved, or they are formally dismissed by the Incident Manager.</p>
Engineers (Support and Development)	<p>Qualified engineers will be placed into the on-call rotation and may act as the Incident Manager (if primary resources are not available) or a member of the IRT when engaged to respond to an incident. Engineers are responsible for understanding the technologies and components of the information systems, the security controls in place including logging, monitoring, and alerting tools, appropriate communications channels, incident response protocols, escalation procedures, and documentation requirements. When Engineers are engaged in incident response, they become members of the IRT.</p>
Users	<p>Employees and contractors of Parallel Learning Inc. Users are responsible for following policies, reporting problems, suspected problems, weaknesses, suspicious activity, and security incidents and events.</p>
Customers	<p>Customers are responsible for reporting problems with their use of Parallel Learning Inc services. Customers are responsible for verifying that reported problems are resolved.</p>

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Legal Counsel	Responsible, in conjunction with the CEO and executive management, for determining if an incident presents legal or regulatory exposure as well as whether an incident shall be considered a reportable breach. Counsel shall review and approve in writing all external breach notices before they are sent to any external party.
Executive Management	Responsible, in conjunction with the CEO and Legal Counsel, for determining if an incident shall be considered a reportable breach. An appropriate company officer shall review and approve in writing all external breach notices before they are sent to any external party. Parallel Learning Inc shall seek stakeholder consensus when determining whether a breach has occurred. The Parallel Learning Inc CEO shall make a final breach determination in the event that consensus cannot be reached.

Management Commitment

Parallel Learning Inc management has approved this policy and commits to providing the resources, tools and training needed to reasonably respond to identified security events and incidents with the potential to adversely affect the company or its customers.

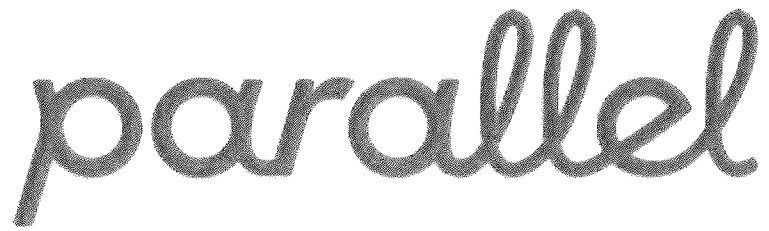
Exceptions

Requests for an exception to this Policy must be submitted to and authorized by the VP of Engineering for approval. Exceptions shall be documented.

Violations & Enforcement

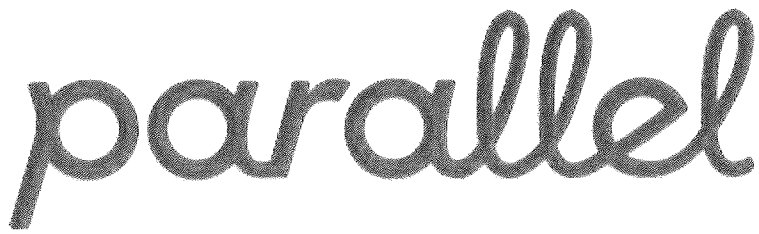
Any known violations of this policy should be reported to the VP of Engineering. Violations of this policy may result in immediate withdrawal or suspension of system and network privileges and/or disciplinary action in accordance with company procedures up to and including termination of employment.

Version	Date	Description	Author	Approved by
1.0	Jul 13, 2023	First Version	Security Team	Danielle Neri



Appendix A – Contact Information

Contacts for IT and Engineering Management as well as executive staff:
<https://parallelllearning.atlassian.net/wiki/spaces/PE/overview>



Appendix B – Incident Collection Form

General Information

Incident Detector's Information

Name:	_____	Date and Time Detected:	_____
Title:	_____		
Phone:	_____	Location Incident Detected From:	_____
E-mail:	_____		
		Additional Information:	_____

Incident Summary

Type of Incident Detected:

Denial of Service	Unauthorized Use	Espionage	Probe	Hoax
Malicious Code	Unauthorized Access	Other:	_____	

Incident Location:

Site: _____

Site Point of Contact: _____

Phone: _____

Email: _____

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**How was the Incident
Detected:**

Additional Information:

Location(s) of affected systems:

**Date and time incident handlers arrived
at site:**

Describe affected information system(s) (one form per system is recommended):

Hardware Manufacturer:

Serial Number:

**Corporate Property Number (if
applicable):**

**Is the affected system connected to a
network?**

Yes

No

**Describe the physical security of the location of affected information systems (locks, security alarms,
building access, etc.):**

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Isolate affected systems:

Approval to removal from network?

Yes

No

If YES, Name of Approver:

Date and Time Removed:

If NO, state the reason:

Backup of Affected System(s):

Last System backup successful?

Yes

No

Name of persons who did backup:

Date and time last backups started:

Date and time last backups completed:

Backup Storage Location:

Incident Eradication:

Name of persons performing forensics:

Was the vulnerability (root cause) identified:

Yes

No

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Describe:

How was eradication validated:
