



**Oneida-Herkimer-Madison BOCES**

4747 Middle Settlement Road • New Hartford, NY 13413  
[www.oneida-boces.org](http://www.oneida-boces.org)

DATE: June 5, 2025

TO: Cooperative Board Members  
Superintendents of Schools

Please be advised that the Regular Meeting of the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, will be held on Wednesday, June 11, 2025 at 4:30 p.m. at 102 Lafayette Street Utica, New York.

Respectfully,

Lori A. Wrobel

Clerk of the Board



## Oneida-Herkimer-Madison BOCES

4747 Middle Settlement Road • New Hartford, NY 13413

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# AGENDA

## Cooperative Board Regular Meeting

**June 11, 2025 at 4:30 p.m.**

102 Lafayette Street

Utica, New York

### Draft Timeline

- 4:30** I. Call to Order
- II. Pledge of Allegiance
- 4:30** III. Recognition
- 4:35** IV. Recognition of Visitors
- 4:40** V. Communications
  - A. From the Floor
    - General questions from board members?
    - Commentary from board members?
  - B. Correspondence
- 4:50** VI. Reports
  - District Superintendent Update
- 5:00** VII. A. Approval of the Minutes of the Regular Meeting of May 14, 2025 (page 11)

**5:00 VIII. EXECUTIVE SESSION**

Executive Session Items:

X	discussing the employment history of a particular person(s)
	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
X	discussing the (administration) (preparation) (grading) of the <u>NYSAA</u> exam
	discussing proposed litigation
	discussing matters which could imperil public safety if disclosed

**5:30 IX. Approval of Consent Agenda (B., C., D.)**

B. Financial Report (page 39)

1. Acceptance of Report of the Treasurer, April 2025
2. Approval of 2024-2025 Budget Adjustment Report, April 2025
3. Approval of Oneida BOCES Contractee (Buyer) with other BOCES 2025-2026 Contracts

C. Personnel Report (page 59)

- a. Retirements
  1. Non-Instructional/Classified Staff
- b. Resignations
  1. Teaching/Certified Staff
  2. Non-Instructional/Classified Staff

- c. Unpaid Leave(s) of Absence
  - 1. Non-Instructional/Certified Staff
- d. Appointments
  - 1. Teaching Staff/Certified Staff
    - a. Recommendation for Probationary Appointment(s)
    - b. Recommendation for Short-Term Substitute Appointment(s)
    - c. Recommendation for Tenure Appointments
    - d. Recommendation for Increase in FTE
    - e. Recommendation for Decrease in FTE
    - f. Recommendation for Mentoring
  - 2. Non-Instructional/Classified Staff
    - a. Recommendation for Part-Time Appointment(s)
    - b. Recommendation for Temporary Appointment(s)
    - c. Recommendation for Permanent Appointments from Civil Service Listing
    - d. Recommendation for Non-Instructional Temporary Appointment(s)
- e. Stipends
  - 1. Teaching/Certified Staff
    - a. Recommendation for additional Stipends
- f. Summer School
  - 1. Teaching/Certified Staff
    - a. Recommendation for Special Education Summer School Appointments
    - b. Recommendation for Academic Regional Summer School Appointments
  - 2. Non-Instructional/Classified Staff
    - a. Recommendation for Academic Regional Summer School Appointments

D. Action Items (page 79)

- 1. Approval of Board Policies (**Second Reading**)
  - 6001 Temporary and Part-Time Summer Employment
  - 6002 Professional Staff Separation
  - 6003 Complaints and Grievances by Employees
  - 6004 Employee Compensation
  - 6100 Certification and Incidental Teaching (Delete)

2. Approval of Board Policies (**Second Reading**)  
2307 Ex Officio Student Member of the Board  
6107 Mentoring Programs for First Year Teachers  
6200 Employee Health Examinations  
6202 Drug and Alcohol Testing (Transportation)  
6203 Fingerprinting and Criminal History Records Checks for  
Prospective Employees
3. Approval of the Creation of Materials Management Coordinator Position
4. Approval of the Creation of School Lunch Manager Positions
5. Approval of Nurse Practitioner Layoff
6. Approval to Enter Into Article 5G, Intermunicipal Cooperative Agreement
7. Approval of Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES Lease Agreement 2025-2026
8. Approval of Cooperative Bidding Agreement/Madison-Oneida BOCES
9. Approval of Center for Family Life and Recovery Contract
10. Approval of Commercial Lease with Holy Trinity Roman Catholic Church
11. Approval of Integrated Community Alternatives Network Contract
12. Approval of 2025-2026 RIC One ROC Agreement
13. Approval of Upstate Caring Partners, Inc. Contract
14. Approval of Upstate Caring Partners Holding Co (dba Root Farm)
15. Approval of Designation of the Date of the Reorganizational/Regular Meeting, July 9, 2025
16. Approval of Appointment of Board Clerk Pro Tempore

- 5:40** X. Board Topic(s)/Discussion Item(s)
- Process 3 - Board Officer Election
  - Election of Shoemaker Officers

Agenda  
Cooperative Board Regular Meeting  
June 11, 2025  
Page 5 of 5

**5:50**    XI.    Old Business

**6:00**    XII.    Adjournment

Dinner to Follow

ONEIDA-HERKIMER-MADISON BOCES  
TREASURER'S REPORT  
JUNE 2025 BOARD MEETING

FOR THE MONTH ENDING APRIL 2025

BANK BALANCES BY FUND:

FUND	BANK	TYPE	BEGINNING BALANCE	PLUS RECEIPTS	MINUS DISBURSE	ENDING BALANCE
CAPITAL	JPM/CHASE	MMKT	8,348.42	13.72	-	8,362.14
GENERAL	JPM/CHASE	MMKT	6,516,430.14	15,067,918.99	9,284,541.74	12,299,807.39
GENERAL-MULTI C/E JPM/CHASE	CHECK		1,745,400.35	5,949,723.88	5,909,782.47	1,785,341.76
GENERAL-MULTI C/R JPM/CHASE	CHECK		564,411.25	13,629,354.07	13,875,000.00	318,765.32
GENERAL-LEARNING JPM/CHASE	CHECK		2,549.78	480.10	-	3,029.88
GENERAL-MULTI C/F NBT	MMKT		281.37	10,864.33	10,000.00	1,145.70
GENERAL FUND	MCB	MMKT	2,591,423.06	3,014,183.07	-	5,605,606.13
LUNCH-MULTI C/D JPM/CHASE	CHECK		-	323,622.02	323,622.02	-
LUNCH-MULTI C/R JPM/CHASE	CHECK		3,310.43	3,350.50	5,000.00	1,660.93
LUNCH C/R JPM/CHASE	CHECK		935.31	14,958.75	15,000.00	894.06
LUNCH-MULTI C/R NBT	MMKT		20,178.23	22,300.96	20,199.45	22,279.74
LUNCH FUND	MCB	MMKT	2,107,604.48	7,188.95	-	2,114,793.43
SPEC AID-MULTI C/R NBT	MMKT		-	-	-	-
SPEC AID-MULTI C/R JPM/CHASE	CHECK		2,271.62	123,263.63	90,000.00	35,535.25
SPEC AID-MULTI C/D JPM/CHASE	CHECK		-	10,710.10	10,710.10	-
TRUST/CM SCHOL NBT	MMKT		-	-	-	-
TRUST/CM SCHOL JPM/CHASE	MMKT		71,174.90	567.01	-	71,741.91
EXTRA-CURR/CM JPM/CHASE	MMKT		21,521.57	25.00	944.12	20,602.45
TOTAL CASH			13,655,840.91	38,178,525.08	29,544,799.90	22,289,566.09

TOTAL CASH BY FUND:

CAPITAL	8,362.14
GENERAL	20,013,696.18
SCHOOL LUNCH	2,139,628.16
SPECIAL AID	35,535.25
SCHOLARSHIPS	71,741.91
EXTRA-CURRICULAR	20,602.45
	22,289,566.09

TOTAL CASH BY BANK:

MCB	7,720,399.56
JPM/CHASE	14,545,741.09
NBT	23,425.44
	22,289,566.09

CHECKING RECONCILIATION:

BANK BALANCE	OUTSTANDING CHECKS/DIT	ENDING BALANCE
3,398,363.69	1,613,021.93	1,785,341.76

21,918.10	1,315.65	20,602.45
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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 TREASURER

MICHELE NORTH DEPUTY TREASURER

IX B. 1.  
Acceptance of Report of  
the Treasurer, April 2025  
June 11, 2025

TREASURER'S REPORT SUMMARY  
JUNE 2025 BOARD MEETING  
FOR THE MONTH ENDING APRIL 2025

TOTAL CASH BY FUND AS OF:		April 30, 2025
CAPITAL		8,362.14
GENERAL		20,013,696.18
SCHOOL LUNCH		2,139,628.16
SPECIAL AID		35,535.25
SCHOLARSHIPS		71,741.91
EXTRA-CURRICULAR		20,602.45
		22,289,566.09

GENERAL FUND

REVENUE STATUS AS OF:					April 30, 2025
Original Estimate	Adjustments	Current Estimate	Year to Date	Anticipated Balance	Excess Revenue
94,356,575.45	14,147,199.07	108,503,774.52	83,657,335.34	24,170,495.59	1,125,818.65

BUDGET STATUS AS OF:					April 30, 2025
Initial Appropriation	Adjustments	Current Appropriations	Year to Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
94,356,575.45	14,147,199.07	108,503,774.52	72,403,385.89	22,279,195.97	13,821,192.66

SCHOOL LUNCH FUND

REVENUE STATUS AS OF:					April 30, 2025
Original Estimate	Adjustments	Current Estimate	Year to Date	Anticipated Balance	Excess Revenue
7,967,300.00	205,000.00	8,172,300.00	6,848,476.33	1,441,470.50	117,646.83

BUDGET STATUS AS OF:					April 30, 2025
Initial Appropriation	Adjustments	Current Appropriations	Year to Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
7,967,300.00	205,000.00	8,172,300.00	4,850,318.94	1,688,713.08	1,633,267.98

ADJUSTMENTS OVER 10%

CODE	\$ CHANGE	EXPLANATION
A202 Intense Mang. Needs/Madison BOCES	14,700	Madison Oneida BOCES Occupational Education Adjustments to Actual
A222 Autism Program/Madison BOCES	(33,327)	Madison Oneida BOCES Occupational Education Adjustments to Actual
A234 Elementary (12:1:3)/Madison BOCES	(11,010)	Madison Oneida BOCES Occupational Education Adjustments to Actual
A415 Portable Planetarium	5,525	Portable Planetarium Session Adjustments
A479 DL Synergy Virtual HS/CITI BOCES	10,421	CITI BOCES Synergy Virtual High School-NH, WH
A510 Learning Technology	794,135	Learning Technology Component Adjustments
A513 Sch Curric./Franklin BOCES	931	Franklin-Essex BOCES -CSE Chairperson Conference
A515 Com Objective/Madison BOCES	662,662	Madison Oneida BOCES Common Learning Objectives
A543 Hard/Software/Oswego BOCES	3,089	CITI BOCES Cross Contract NH, OR

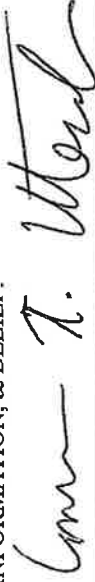


ONEIDA-HERKIMER-MADISON BOCES  
TREASURER'S REPORT  
EXTRA-CURRICULAR FUND

BOARD MEETING PRESENTATION  
April 30, 2025

CHECKING ACCOUNT - NBT BANK		CLUB ACCOUNT BALANCES	
BALANCE: BEGINNING OF THE MONTH	\$ 21,521.57	FUTURE FARMERS OF AMERICA	\$ 8,777.00
PLUS: RECEIPTS	\$ 25.00	SKILLS USA	\$ 5,796.20
LESS: EXPENDITURES	\$ (944.12)	P-TECH	\$ 6,027.06
BALANCE: END OF MONTH	\$ 20,602.45	SALES TAX	\$ 2.19
BANK RECONCILIATION		ACCOUNT TOTALS, END OF MONTH	\$ 20,602.45
BALANCE PER BANK STATEMENT	\$ 21,918.10		
PLUS: DEPOSITS IN TRANSIT	\$ -		
LESS: OUTSTANDING CHECKS	\$ (1,315.65)		
RECONCILED BALANCES	\$ 20,602.45		
CASH: END OF MONTH	\$ 20,602.45	CASH: END OF MONTH	\$ 20,602.45

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



TREASURER, EXTRA-CURRICULAR ACTIVITY FUND

## RECONCILING ITEMS

## DEPOSITS IN TRANSIT

## DATE \_\_\_\_\_

**AMOUNT**

## OUTSTANDING CHECKS

**CHECK NUMBER**

**AMOUNT**

1280	60.65
1329	50.00
1332	50.00
1369	120.00
1429	125.00
1433	50.00
1472	5.00
1474	45.00
1475	810.00
	<u>1,315.65</u>

TOTAL.

1

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 04/30/2025

Fiscal Year: 2025

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
001 ADMINISTRATIVE COSER			4,293,680.36	157,955.00	4,451,635.36	2,345,128.38	2,083,212.23	134,660.25
002 CAPITAL/RENT EXPENDITURES			3,394,208.00	-103,882.00	3,290,326.00	2,646,111.74	644,214.26	0.00
101 OCCUPATIONAL EDUCATION			9,465,979.00	-433,791.32	9,032,187.68	7,214,727.41	1,816,733.44	1,847.85
102 ADULT EDUCATION			45,427.75	0.00	45,427.75	36,342.20	9,085.55	0.00
103 SECONDARY OCC ED/MADISON BOCES			22,890.00	-22,890.00	0.00	0.00	0.00	0.00
107 CTE-HANDICAPPED			765,000.00	-51,279.68	713,720.32	570,997.62	140,452.38	0.00
109 OCC. ED./MADISON BOCES XC			43,184.00	1,228.00	44,412.00	34,295.78	11,473.10	1,356.88
201 8:1:2 PROGRAM			8,900,123.26	-1,122,414.82	7,777,708.44	6,324,187.90	1,451,080.98	0.00
202 INTENSE MGMT NEEDS/MADISON BOCES			73,034.42	57,490.58	130,525.00	91,535.07	40,216.90	1,226.97
204 12:1:1 MILD/MODERATE PROGRAM			2,297,649.44	-117,702.28	2,179,947.16	1,772,718.33	407,228.83	0.00
205 SPECIAL CLASS: OPTION 2/MADISON BOCE			368,320.00	163,821.14	532,141.14	375,882.25	168,964.06	12,705.17
206 TRANSITIONAL PLNG & IMPLEMETATION			976,408.00	887,386.10	1,863,794.10	1,139,794.10	795,192.10	71,192.10
209 12:1:4 DEV/MD PROGRAM			6,997,076.09	127,153.36	7,124,229.45	5,748,922.30	1,371,838.93	0.00
214 SPECIAL ED. OPTION III/MADISON BOCES			379,855.00	-146,340.59	233,514.41	190,487.69	47,194.83	4,168.11
216 6:1:2 PROGRAM			2,209,019.50	-1,193,690.17	1,015,329.33	902,915.37	122,104.54	14,880.53
222 SPECIAL CLASS: OPTION 3/MADISON BOCE			242,848.50	71,896.44	314,744.94	284,976.09	42,062.56	12,293.71
225 ELEM IMN 6:1:2.5/MADISON			553,849.00	-188,974.46	364,874.54	304,902.79	69,959.60	9,987.85
228 SKILLS DEV-ELEM (12:1:1)/MADISON BOC			83,833.00	75,513.72	159,346.72	136,233.30	35,232.44	12,119.02
230 INTENSE MGMT NEED/MADISON BOCES			0.00	247,452.58	247,452.58	217,671.36	47,832.20	18,050.98
232 AUTISM-SECONDARY(6:1:1)/MADISON BOCE			166,520.00	144,296.44	310,816.44	247,098.89	75,326.57	11,609.02
234 ELEMENTARY 12:1:3/MADISON BOCES			0.00	94,095.16	94,095.16	35,035.18	59,059.98	0.00
303 ART			155,511.60	161,991.25	317,502.85	253,450.24	64,055.97	3.36
305 GUIDANCE			272,076.00	-54,415.20	217,660.80	174,128.64	43,532.16	0.00
306 TECHNOLOGY			90,413.40	0.00	90,413.40	72,330.72	18,082.68	0.00
307 ENGLISH			0.00	67,734.40	67,734.40	48,381.72	19,352.68	0.00
308 PHYSICAL EDUCATION			148,095.00	0.00	148,095.00	121,121.30	29,619.00	2,645.30
310 NURSE PRACTITIONER			367,396.40	4,337.81	371,734.21	294,523.70	77,210.51	0.00
312 SCHOOL PHYSICIAN			57,257.13	2,042.25	59,299.38	47,439.44	11,859.94	0.00
313 SCHOOL PSYCHOLOGIST			302,810.40	33,204.81	336,015.21	266,641.38	68,693.10	0.00
314 SCHOOL SOCIAL WORKER			288,078.00	-82,233.00	205,845.00	164,616.00	41,154.00	0.00
315 SPEECH IMPROVEMENT			793,203.00	132,023.40	925,226.40	731,842.77	193,383.63	0.00
316 VISUALLY IMPAIRED			119,557.50	2,789.67	122,347.17	95,147.85	27,199.32	0.00
318 DEAF			158,188.28	0.00	158,188.28	123,411.97	34,776.31	0.00
321 PHYS. THERAPY			169,740.00	0.00	169,740.00	135,792.00	33,948.00	0.00
322 OCCUPATIONAL THERAPY			225,304.80	0.00	225,304.80	180,243.84	45,060.96	0.00
325 HOME ECONOMICS			101,420.00	-40,568.00	60,852.00	48,681.60	12,170.40	0.00
326 ENGLISH/SECOND LANG. INTSR.			586,251.00	-45,597.30	540,653.70	415,772.86	125,060.84	180.00
332 CURRICULUM SUPERVISION COORDINATION			0.00	312,844.48	312,844.48	191,929.17	120,915.31	0.00
338 MUSIC TEACHER			264,480.00	37,468.00	301,948.00	241,705.33	60,242.67	0.00
345 SHARED BUSINESS OFFICIAL			0.00	78,631.00	78,631.00	40,620.67	20,310.33	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: 04/30/2025

Fiscal Year: 2025

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
346 AUDIOLOGY/OSWEGO BOCES			237,689.63	-8,598.72	229,090.91	189,083.01	50,369.50	10,361.60
355 GENERAL SUPERVISION COORDINATION			91,497.00	30,000.00	121,497.00	94,626.18	26,870.82	0.00
357 BILINGUAL/ESL ITINERANT MADISON BOCE			22,640.00	24,200.00	46,840.00	33,991.11	13,382.85	533.96
402 EXPLOR. ENRICHMENT/JEFF LEWIS BOCES			15,840.00	4,537.50	20,377.50	15,959.16	4,418.34	0.00
405 PERFORMING ARTS			411,363.18	172,409.35	583,772.53	406,003.58	184,191.45	6,572.50
408 ALTERNATIVE EDUCATION			7,891,028.40	-248,697.96	7,642,330.44	6,123,297.60	1,533,345.40	23,528.00
410 HOSPITAL BASED/ONONDAGA BOCES			8,856.00	1,404.00	10,260.00	9,663.62	2,172.35	1,575.97
411 ALTERNATIVE H.S. EQUIV			0.00	116,190.00	116,190.00	92,952.00	23,238.00	0.00
415 PORTABLE PLANETARIUM			5,850.00	27,256.00	33,106.00	13,669.29	8,455.71	2,995.00
417 GED - EA - MADISON BOCES			141,621.68	4,849.12	146,470.80	115,676.49	30,794.31	0.00
420 REGIONAL PROGRAM EXCELLENCE			199,486.00	-41,819.00	157,667.00	125,756.29	31,910.71	0.00
426 DISTANCE LEARNING/MADISON BOCES			675,806.78	253,972.72	929,779.50	731,707.90	218,251.65	20,180.05
427 SUMMER SCHOOL/MADISON BOCES			0.00	0.00	0.00	67.26	0.00	67.26
428 SUMMER SCHOOL			530,835.00	495,261.00	1,026,096.00	825,287.70	200,814.68	6.38
438 DISTANCE LEARNING			1,917,064.30	183,155.38	2,100,219.68	1,410,006.94	378,416.68	58.19
462 EXPLORATORY ENRICHMENT/MONROE 2			0.00	957,631.00	957,631.00	771,182.28	193,619.33	7,170.61
463 Arts In Education			0.00	0.00	0.00	1.30	0.00	1.30
464 BRIGHT FUTURE ACADEMY/MADISON BOCES			0.00	40,529.70	40,529.70	29,223.92	13,453.39	2,147.61
479 DL SYNERGY VIRTUAL HS/CITI BOCES			47,790.00	7,717.00	55,507.00	34,669.29	20,863.25	25.54
480 Early College Access - Dual Credit			0.00	226,338.00	226,338.00	169,753.50	56,584.50	0.00
502 EDUCATIONAL COMMUNICATIONS			1,135,512.32	4,548.58	1,140,060.90	907,005.75	219,581.98	880.80
504 TECHNICAL REPAIR SERVICE			1,032,424.00	390,705.28	1,423,129.28	887,284.41	246,603.23	0.00
505 PRINTING			1,426,424.00	332,543.46	1,758,967.46	1,243,434.98	456,247.49	6,032.20
507 PRINTING/MADISON			0.00	0.00	0.00	96.03	0.00	96.03
509 SCH. CURR/CAYUGA BOCES			41,908.44	-8,845.58	33,062.86	26,904.96	6,528.05	370.15
510 LEARNING TECHNOLOGY			3,618,420.68	938,862.78	4,557,283.46	3,202,803.07	1,184,757.42	0.00
511 SCH. CURR./CAPITAL REGION			0.00	11,411.63	11,411.63	8,699.99	2,711.64	0.00
513 SCH CURR./FRANKLIN BOCES			0.00	2,916.00	2,916.00	1,543.90	1,372.10	0.00
514 MODEL SCHOOLS-MADISON BOCES			275,980.65	2,367.35	278,348.00	230,048.37	55,673.20	7,373.57
515 COMMON LEARNING OBJ-MADISON BOCES			3,115,007.23	1,338,705.72	4,453,712.95	3,099,720.13	1,504,666.86	150,674.04
518 SCIENCE KITS			1,410,632.29	-104,955.88	1,305,676.41	1,032,650.83	249,228.17	0.00
520 SCH CURR./MADISON BOCES			1,000.00	1,002.80	2,002.80	1,075.74	936.78	9.72
521 SCHOOL CURRICULUM IMPROVEMENT SERVIC			2,346,748.00	-48,425.21	2,298,322.79	1,826,180.89	472,141.90	0.00
528 SCH CURR./ONONDAGA BOCES			0.00	1,635.00	1,635.00	1,118.15	516.85	0.00
531 SCH. CURRIC/WSWHE BOCES			0.00	0.00	0.00	47.89	0.00	47.89
532 SDP/ADMIN./GREATER SOUTH. TIER BOCES			0.00	5,250.00	5,250.00	2,625.00	2,625.00	0.00
535 SCH CURRIC/HERKIMER BOCES			170.30	-102.18	68.12	54.49	13.63	0.00
538 MODEL SCHOOLS			140,974.32	4,981.00	145,955.32	116,764.26	29,191.06	0.00
543 HRD/SFTWARE/OSWEGO BOCES			3,625.10	15,351.91	18,977.01	11,991.91	7,158.86	173.76
545 COMMUNITY SCHOOL RESOURCES			2,848,400.06	8,300,999.40	11,149,399.46	8,697,788.93	2,451,610.53	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: 04/30/2025

Fiscal Year: 2025

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
547 CDOS CREDENTIAL MGT SYS OSWEGO BOCES			3,020.35	30.00	3,050.35	2,971.08	610.06	530.79
549 SEC III INTERSCHOLASTIC SPORTS/OCM B			73,268.52	7,866.95	81,135.47	86,925.58	16,134.69	21,924.80
555 SUPERINTENDENT EVAL/ERIE 2 BOCES			7,565.00	374.48	7,939.48	6,570.02	1,587.89	218.43
560 CPSE			176,088.00	0.00	176,088.00	137,648.91	38,439.09	0.00
565 SCH CURRICULUM/ERIE 2 BOCES			6,600.00	-6,600.00	0.00	0.00	0.00	0.00
570 HOME SCHOOL COORDINATION/MADISON BOC			0.00	3,109.00	3,109.00	2,603.05	621.80	115.85
573 INSTR TECHNOLOGY/CAP REGION BOCES			1,751.12	5,984.52	7,735.64	5,804.87	1,930.77	0.00
574 SABA (SCHOOL AND BUSINESS ALLIANCE)			662,726.00	78,286.00	741,012.00	593,034.12	148,202.40	224.52
575 VOCATIONAL ASSESSMENT			4,750.00	0.00	4,750.00	3,800.00	950.00	0.00
576 LIBRARY MEDIA SERVICE			877,546.47	-3,902.83	873,643.64	696,895.75	172,142.19	0.00
578 LIBRARY AUTOMATION - MADISON BOCES			163,288.00	8,462.00	171,750.00	140,775.58	35,698.38	4,723.96
579 DIVERSITY EQUITY & INCLTOMPKINS BOC			1,436.00	-1,436.00	0.00	0.00	0.00	0.00
581 GRANT WRITING SVE/CAPITAL REG BOCES			0.00	19,819.88	19,819.88	15,855.91	3,963.97	0.00
586 LEARNING TECHNOLOGY/CAYUGA BOCES			0.00	77,411.98	77,411.98	58,058.99	19,352.99	0.00
601 COMPUTER SERVICES - MADISON BOCES			10,842,475.26	494,858.72	11,337,333.98	9,931,611.54	1,869,235.65	463,513.21
602 NEGOTIATIONS - MADISON BOCES			385,947.00	-148,839.76	237,107.24	195,073.19	51,771.59	9,737.54
603 SCHOOL COMMUNICATIONS			797,350.00	177,826.73	975,176.73	671,524.38	266,191.65	359.88
604 CENTRAL BUSINESS OFFICE			541,695.76	-2,242.50	539,453.26	433,173.25	106,280.01	0.00
607 STAFF DEVELOPMENT - BUS DRIVERS			0.00	6,168.87	6,168.87	4,682.02	1,486.85	0.00
609 PLANNING SER: MANAGEMENT OCM BOCES			56,198.00	1,812.00	58,010.00	49,730.70	11,634.05	3,354.75
610 TELEPHONE INTERCONNECT			737,582.66	285,078.30	1,022,660.96	558,725.11	152,074.39	0.00
611 REGIONAL BUS MAINTENANCE-MADISON BOC			175,000.00	20,279.42	195,279.42	157,606.62	48,139.72	10,466.92
612 HEALTH COORDINATION/HERKIMER BOCES			12,259.00	639.26	12,898.26	11,347.61	2,593.85	1,043.20
614 SAFETY TRAINING/HERKIMER BOCES			21,320.00	-21,320.00	0.00	0.00	0.00	0.00
615 POLICY PLANNING ERIE I			13,289.38	619.46	13,908.84	11,127.07	2,781.77	0.00
616 EMPLOYEE ASSISTANCE PROGRAM			21,344.00	0.00	21,344.00	17,075.20	4,268.80	0.00
618 EMPLOYEE BENEFIT COORDINATION			137,150.00	0.00	137,150.00	109,720.00	27,430.00	0.00
620 SAFETY COORDINATOR			994,142.05	62,609.85	1,056,751.90	766,667.97	197,261.10	200.00
621 COORDINATION OF INSURANCE MANAGEMENT			7,375.00	0.00	7,375.00	5,900.00	1,475.00	0.00
622 REGIONAL BUS RADIOS - MADISON BOCES			9,928.00	240.00	10,168.00	10,110.82	2,035.10	1,977.92
623 STATE AID PLANNING - QUESTAR III BOC			42,180.00	840.00	43,020.00	34,416.00	8,604.00	0.00
625 SUBSTITUTE TEACHER SERVICE			176,023.00	9,721.75	185,744.75	137,451.22	35,337.78	0.00
626 CENTRAL SCHOOL FOOD MANAGEMENT			1,163,607.76	0.00	1,163,607.76	871,977.75	291,665.01	35.00
627 RECORDS RETENTION			122,400.00	94,094.87	216,494.87	113,821.80	28,455.45	0.00
628 TELECOMMUNICATIONS			310,835.40	219,401.27	530,236.67	322,596.15	62,167.08	31,822.53
631 COOPERATIVE BID/MAD. BOCES			61,116.30	2,245.70	63,362.00	51,967.11	12,687.26	1,292.37
632 HEALTH CARE COORD./DELAWARE BOC			24,747.00	-24,747.00	0.00	874.89	0.00	874.89
633 GASB 45 PLNG/QUESTAR III			21,155.00	766.00	21,921.00	17,536.80	4,384.20	0.00
634 STAFF DEV BD OF ED - HERKIMER BOCES			15,422.11	0.00	15,422.11	19,043.00	3,084.43	6,705.32
636 GASB 45 PLANNING/CLINTON-ESSEX			12,470.00	5,200.00	17,670.00	14,136.00	3,534.00	0.00

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

These are estimates to balance the budget

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 04/30/2025

Fiscal Year: 2025

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
637	FIXED ASSET INVENTORY/QUESTAR III		31,461.00	870.00	32,331.00	25,864.80	6,466.20	0.00
639	TRANSP./MADISON BOCES		90.00	6,094.00	6,184.00	3,740.42	2,443.58	0.00
640	DRUG TESTING/JEFF-LEWIS BOCES		18,525.25	838.00	19,363.25	13,367.48	5,995.77	0.00
641	ON-LINE APPL./PUTNAM BOCES		43,493.25	938.63	44,431.88	35,545.50	8,886.38	0.00
645	INFINITE CAMPUS/E. SUFFOLK BOCES		0.00	1,150.00	1,150.00	890.82	287.50	28.32
646	MEDICAID REIMBURSEMENT/MADISON BOCES		29,292.50	1,968.44	31,260.94	27,996.60	7,099.05	3,834.71
649	ACA COMPLIANCE/MADISON BOCES		17,287.05	1,112.25	18,399.30	16,563.36	3,679.86	1,843.92
650	TESTING - NYS ALT ADDMT-CAP REGION B		83,252.40	-81,658.65	1,593.75	1,062.50	531.25	0.00
651	SCRIC/BROOME BOCES		61,400.76	13,982.92	75,383.68	60,306.96	15,076.72	0.00
655	SPECIAL ED AID ASSISTANCE SVC/QUESTA		32,279.00	645.00	32,924.00	26,430.67	6,493.33	0.00
656	EMPLOYEE RELATIONS/ONC BOCES		18,411.00	1,305.00	19,716.00	16,861.88	3,943.20	1,089.08
657	PROJECT WORK/CAPITAL REGION BOCES		0.00	28,485.00	28,485.00	22,788.00	5,697.00	0.00
658	COOP BID/DCMO BOCES		25,351.06	-414.86	24,936.20	21,862.70	4,987.24	1,913.74
659	TIER 4 ENHANCED/CAP REGION BOCES		241,927.56	-9,293.31	232,634.25	186,107.41	46,526.84	0.00
660	EMPLOYEE ASSISTANCE/DCMO BOCES		8,347.12	969.14	9,316.26	6,683.38	2,661.79	28.91
661	WEB HOSTING/CAPITAL REGION BOCES		4,285.00	4,543.00	8,828.00	7,062.40	1,765.60	0.00
662	COMPUTER MANAGEMENT/S.WESTCHESTER BO		71,437.17	0.00	71,437.17	63,916.31	14,287.44	6,766.58
663	TRANSPORT PLANNING/FRANKLIN ESSEX BO		0.00	21,700.00	21,700.00	17,360.00	4,340.00	0.00
664	DATA ANALYTICS/CLINTON-ESSEX BOCES		0.00	10,541.67	10,541.67	7,906.26	2,635.41	0.00
679	PLANNING SERVICE/ERIE 2 BOCES		15,400.00	75,900.00	91,300.00	68,014.78	24,667.50	1,382.28
Total GENERAL FUND			94,356,575.45	14,147,199.07	108,503,774.52	83,657,335.34	24,170,495.59	1,125,818.65

Selection Criteria

Criteria Name: Shared: REV RPT FOR BD/MONTH Modified

As Of Date: 04/30/2025

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: 04/30/2025

Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
001 ADMINISTRATIVE COSER		4,083,450.81	157,955.00	4,241,405.81	1,366,326.32	389,932.75	2,485,146.74
002 CAPITAL/RENT EXPENDITURES		3,394,208.00	-103,882.00	3,290,326.00	3,180,038.90	110,287.10	0.00
101 OCCUPATIONAL EDUCATION		7,172,644.84	-451,159.23	6,721,485.61	4,816,141.97	1,929,231.83	-23,888.19
103 SECONDARY OCC ED/MADISON BOCES		22,890.00	-22,890.00	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		975,942.98	-51,279.68	924,663.30	533,351.66	253,344.06	137,967.58
109 OCC. ED./MADISON BOCES XC		43,184.00	1,228.00	44,412.00	27,112.34	0.00	17,299.66
201 8:1:2 PROGRAM		5,771,895.75	-909,854.98	4,862,030.77	3,509,212.74	1,581,777.19	-228,899.16
202 INTENSE MGMT NEEDS/MADISON BOCES		73,034.42	57,490.58	130,525.00	69,844.43	0.00	60,680.57
204 12:1:1 MILD/MODERATE PROGRAM		1,365,466.21	-71,506.22	1,293,959.99	841,178.92	390,196.35	62,584.72
205 SPECIAL CLASS: OPTION 2/MADISON BOCES		368,320.00	163,821.14	532,141.14	308,288.54	0.00	223,852.60
206 TRANSITIONAL PLNG & IMPLEMENTATION		917,772.00	835,546.60	1,753,318.60	101,092.80	1,064,972.40	587,253.40
209 12:1:4 DEV/MD PROGRAM		3,511,738.31	376,448.67	3,888,186.98	2,392,916.24	1,103,581.01	391,689.73
214 SPECIAL ED. OPTION III/MADISON BOCES		379,855.00	-146,340.59	233,514.41	158,844.75	0.00	74,669.66
216 6:1:2 PROGRAM		1,452,323.60	-1,083,461.99	368,861.61	570,908.48	226,444.62	-428,491.49
222 SPECIAL CLASS: OPTION 3/MADISON BOCES		242,848.50	71,896.44	314,744.94	209,023.34	0.00	105,721.60
225 ELEM IMN 6:1:2.5/MADISON		553,849.00	-188,974.46	364,874.54	252,777.78	0.00	112,096.76
228 SKILLS DEV-ELEM (12:1:1)/MADISON BOCES		83,833.00	75,513.72	159,346.72	94,110.98	0.00	65,235.74
230 INTENSE MGMT NEED/MADISON BOCES		0.00	247,452.58	247,452.58	177,393.78	0.00	70,058.80
232 AUTISM-SECONDARY(6:1:1)/MADISON BOCES		166,520.00	144,296.44	310,816.44	246,318.18	0.00	64,498.26
234 ELEMENTARY 12:1:3/MADISON BOCES		0.00	94,095.16	94,095.16	0.00	0.00	94,095.16
303 ART		323,753.72	32,398.25	356,151.97	182,962.15	74,853.39	98,336.43
305 GUIDANCE		252,293.31	0.00	252,293.31	161,904.08	72,970.46	17,418.77
306 TECHNOLOGY		134,824.70	0.00	134,824.70	102,907.93	35,497.06	-3,580.29
307 ENGLISH		0.00	63,514.40	63,514.40	43,336.89	18,810.51	1,367.00
308 PHYSICAL EDUCATION		289,595.39	-98,730.00	190,865.39	130,490.97	45,681.31	14,693.11
310 NURSE PRACTITIONER		448,628.48	4,337.81	452,966.29	325,027.91	127,785.12	153.26
312 SCHOOL PHYSICIAN		63,686.22	2,042.25	65,728.47	55,531.52	13,882.87	-3,685.92
313 SCHOOL PSYCHOLOGIST		578,811.80	-78,947.19	499,864.61	346,096.35	144,702.77	9,065.49
314 SCHOOL SOCIAL WORKER		301,508.81	-104,662.00	196,846.81	156,768.53	65,091.15	-25,012.87
315 SPEECH IMPROVEMENT		776,360.40	132,023.40	908,383.80	662,191.12	270,145.97	-23,953.29
316 VISUALLY IMPAIRED		116,626.61	2,789.67	119,416.28	73,551.44	38,643.03	7,221.81
318 DEAF		151,938.28	0.00	151,938.28	96,993.78	52,028.56	2,915.94
321 PHYS. THERAPY		163,110.45	0.00	163,110.45	113,896.45	50,908.16	-1,694.16
322 OCCUPATIONAL THERAPY		206,304.80	0.00	206,304.80	168,177.38	67,248.34	-29,120.92
325 HOME ECONOMICS		187,340.00	-101,420.00	85,920.00	48,368.46	21,288.44	16,263.10
326 ENGLISH/SECOND LANG. INTSR.		578,242.45	-13,027.80	565,214.65	405,893.52	192,142.76	-32,821.63
332 CURRICULUM SUPERVISION COORDINATION		0.00	312,844.48	312,844.48	304,184.23	0.00	8,660.25
338 MUSIC TEACHER		310,817.31	-28,652.00	282,165.31	146,923.50	60,711.34	74,530.47
345 SHARED BUSINESS OFFICIAL		0.00	78,631.00	78,631.00	74,565.13	0.00	4,065.87

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 04/30/2025

Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
346 AUDIOLOGY/OSWEGO BOCES		237,689.63	-8,598.72	229,090.91	122,174.32	19,140.16	87,776.43
355 GENERAL SUPERVISION COORDINATION		89,997.00	30,000.00	119,997.00	71,075.72	20,042.32	28,878.96
357 BILINGUAL/ESL ITINERANT MADISON BOCES		22,640.00	24,200.00	46,840.00	29,578.30	0.00	17,261.70
402 EXPLOR. ENRICHMENT/JEFF LEWIS BOCES		15,840.00	4,537.50	20,377.50	20,377.50	0.00	0.00
405 PERFORMING ARTS		410,074.20	172,409.35	582,483.55	366,390.03	98,843.78	117,249.74
408 ALTERNATIVE EDUCATION		6,626,046.09	28,401.84	6,654,447.93	4,539,151.56	1,975,419.72	139,876.65
410 HOSPITAL BASED/ONONDAGA BOCES		8,856.00	1,404.00	10,260.00	1,620.00	0.00	8,640.00
411 ALTERNATIVE H.S. EQUIV		0.00	116,190.00	116,190.00	0.00	0.00	116,190.00
415 PORTABLE PLANETARIUM		5,850.00	27,256.00	33,106.00	187.26	0.00	32,918.74
417 GED - EA - MADISON BOCES		141,621.68	4,849.12	146,470.80	98,573.62	0.00	47,897.18
420 REGIONAL PROGRAM EXCELLENCE		187,041.90	-41,819.00	145,222.90	107,984.54	29,470.50	7,767.86
426 DISTANCE LEARNING/MADISON BOCES		675,806.78	253,972.72	929,779.50	612,871.99	0.00	316,907.51
428 SUMMER SCHOOL		515,737.09	475,121.11	990,858.20	924,970.03	19,660.51	46,227.66
438 DISTANCE LEARNING		1,843,137.84	190,796.59	2,033,934.43	1,174,665.00	613,762.22	245,507.21
461 DISTANCE LEARNING/CAPITAL REGION BOCES		0.00	0.00	0.00	0.00	0.00	0.00
462 EXPLORATORY ENRICHMENT/MONROE 2		0.00	957,631.00	957,631.00	1,088,824.25	0.00	-131,193.25
464 BRIGHT FUTURE ACADEMY/MADISON BOCES		0.00	40,529.70	40,529.70	22,072.37	0.00	18,457.33
479 DL SYNERGY VIRTUAL HS/CITI BOCES		47,790.00	7,717.00	55,507.00	31,189.40	2,538.20	21,779.40
480 Early College Access - Dual Credit		0.00	242,298.00	242,298.00	173,250.00	57,750.00	11,298.00
502 EDUCATIONAL COMMUNICATIONS		1,171,404.29	5,048.58	1,176,452.87	648,849.75	452,319.72	75,283.40
504 TECHNICAL REPAIR SERVICE		1,317,705.36	396,167.78	1,713,873.14	1,018,143.39	327,568.29	368,161.46
505 PRINTING		1,425,141.06	334,543.46	1,759,684.52	1,275,006.18	447,557.22	37,121.12
509 SCH. CURR/CAYUGA BOCES		41,908.44	-8,845.58	33,062.86	23,870.72	3,064.03	6,128.11
510 LEARNING TECHNOLOGY		3,526,362.55	905,420.91	4,431,783.46	2,304,653.77	1,489,539.86	637,589.83
511 SCH. CURR./CAPITAL REGION		0.00	11,411.63	11,411.63	11,411.63	0.00	0.00
513 SCH CURR./FRANKLIN BOCES		0.00	2,916.00	2,916.00	1,985.00	0.00	931.00
514 MODEL SCHOOLS-MADISON BOCES		275,980.65	2,367.35	278,348.00	196,282.39	0.00	82,065.61
515 COMMON LEARNING OBJ-MADISON BOCES		3,115,007.23	1,338,705.72	4,453,712.95	2,854,294.16	0.00	1,599,418.79
518 SCIENCE KITS		1,279,013.44	-104,955.88	1,174,057.56	763,191.25	179,293.52	231,572.79
520 SCH CURR./MADISON BOCES		1,000.00	1,002.80	2,002.80	887.69	0.00	1,115.11
521 SCHOOL CURRICULUM IMPROVEMENT SERVICE		2,434,461.63	119,736.48	2,554,198.11	1,257,710.70	312,263.91	984,223.50
528 SCH CURR./ONONDAGA BOCES		0.00	1,635.00	1,635.00	1,635.00	0.00	0.00
532 SDP/ADMIN./GREATER SOUTH. TIER BOCES		0.00	5,250.00	5,250.00	5,250.00	0.00	0.00
535 SCH CURRIC/HERKIMER BOCES		170.30	-102.18	68.12	85.19	0.00	-17.07
538 MODEL SCHOOLS		315,499.32	4,981.00	320,480.32	244,251.02	67,349.42	8,879.88
543 HRD/SFTWARE/OSWEGO BOCES		3,625.10	15,351.91	18,977.01	13,721.06	920.14	4,335.81
545 COMMUNITY SCHOOL RESOURCES		2,790,497.60	8,194,539.69	10,985,037.29	7,168,999.26	3,402,528.14	413,509.89
547 CDOS CREDENTIAL MGT SYS OSWEGO BOCES		3,020.35	30.00	3,050.35	1,981.00	283.00	786.35
549 SEC III INTERSCHOLASTIC SPORTS/OCM BOCES		73,268.52	7,866.95	81,135.47	56,794.83	8,113.51	16,227.13
555 SUPERINTENDENT EVAL/ERIE 2 BOCES		7,565.00	374.48	7,939.48	6,351.59	0.00	1,587.89



# ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 04/30/2025

Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
560 CPSE		166,088.00	0.00	166,088.00	126,059.00	38,501.64	1,527.36
565 SCH CURRICULUM/ERIE 2 BOCES		6,600.00	-6,600.00	0.00	0.00	0.00	0.00
570 HOME SCHOOL COORDINATION/MADISON BOCES		0.00	3,109.00	3,109.00	2,192.41	0.00	916.59
573 INSTR TECHNOLOGY/CAP REGION BOCES		1,751.12	5,984.52	7,735.64	7,735.64	0.00	0.00
574 SABA (SCHOOL AND BUSINESS ALLIANCE)		677,791.99	61,281.25	739,073.24	377,501.21	113,250.10	248,321.93
575 VOCATIONAL ASSESSMENT		13,250.00	0.00	13,250.00	0.00	0.00	13,250.00
576 LIBRARY MEDIA SERVICE		827,582.46	-5,292.83	822,289.63	650,747.66	146,340.17	25,201.80
578 LIBRARY AUTOMATION - MADISON BOCES		163,288.00	8,462.00	171,750.00	120,506.47	0.00	51,243.53
579 DIVERSITY EQUITY & INCL/TOMPKINS BOCES		1,436.00	-1,436.00	0.00	0.00	0.00	0.00
581 GRANT WRITING SVE/CAPITAL REG BOCES		0.00	19,819.88	19,819.88	14,864.92	1,651.65	3,303.31
586 LEARNING TECHNOLOGY/CAYUGA BOCES		0.00	77,411.98	77,411.98	51,608.00	8,601.32	17,202.66
601 COMPUTER SERVICES - MADISON BOCES		10,842,475.26	494,858.72	11,337,333.98	8,974,532.84	0.00	2,362,801.14
602 NEGOTIATIONS - MADISON BOCES		385,947.00	-148,839.76	237,107.24	162,915.85	0.00	74,191.39
603 SCHOOL COMMUNICATIONS		976,243.00	177,826.73	1,154,069.73	861,622.39	289,662.84	2,784.50
604 CENTRAL BUSINESS OFFICE		522,847.94	-2,242.50	520,605.44	365,789.88	59,876.63	94,938.93
607 STAFF DEVELOPMENT - BUS DRIVERS		0.00	6,168.87	6,168.87	11,185.50	7,110.00	-12,126.63
609 PLANNING SER: MANAGEMENT OCM BOCES		56,198.00	1,812.00	58,010.00	40,607.02	5,801.00	11,601.98
610 TELEPHONE INTERCONNECT		749,485.66	279,078.30	1,028,563.96	565,838.68	142,818.30	319,906.98
611 REGIONAL BUS MAINTENANCE-MADISON BOCES		175,000.00	20,279.42	195,279.42	128,362.40	0.00	66,917.02
612 HEALTH COORDINATION/HERKIMER BOCES		12,259.00	639.26	12,898.26	10,318.61	0.00	2,579.65
614 SAFETY TRAINING/HERKIMER BOCES		21,320.00	-21,320.00	0.00	0.00	0.00	0.00
615 POLICY PLANNING ERIE I		13,289.38	619.46	13,908.84	11,590.70	0.00	2,318.14
616 EMPLOYEE ASSISTANCE PROGRAM		28,130.00	0.00	28,130.00	19,147.03	4,558.90	4,424.07
617 RECRUITING SERVICES		0.00	0.00	0.00	2,558.00	685.00	-3,243.00
618 EMPLOYEE BENEFIT COORDINATION		207,003.94	0.00	207,003.94	107,738.99	24,674.49	74,590.46
620 SAFETY COORDINATOR		1,042,530.35	63,229.32	1,105,759.67	637,163.14	259,753.22	208,843.31
621 COORDINATION OF INSURANCE MANAGEMENT		8,762.41	0.00	8,762.41	6,077.66	1,477.02	1,207.73
622 REGIONAL BUS RADIOS - MADISON BOCES		9,928.00	240.00	10,168.00	7,170.27	0.00	2,997.73
623 STATE AID PLANNING - QUESTAR III BOCES		42,180.00	840.00	43,020.00	43,020.00	0.00	0.00
625 SUBSTITUTE TEACHER SERVICE		166,266.73	9,721.75	175,988.48	99,358.59	22,596.50	54,033.39
626 CENTRAL SCHOOL FOOD MANAGEMENT		1,203,419.77	0.00	1,203,419.77	839,542.36	223,562.57	140,314.84
627 RECORDS RETENTION		126,774.62	94,094.87	220,869.49	124,977.47	21,978.98	73,913.04
628 TELECOMMUNICATIONS		337,121.74	219,401.27	556,523.01	341,896.48	106,769.69	107,856.84
631 COOPERATIVE BID/MAD. BOCES		61,116.30	2,245.70	63,362.00	44,681.72	0.00	18,680.28
632 HEALTH CARE COORD./DELAWARE BOC		24,747.00	-24,747.00	0.00	0.00	0.00	0.00
633 GASB 45 PLNG/QUESTAR III		21,155.00	766.00	21,921.00	15,344.70	0.00	6,576.30
634 STAFF DEV BD OF ED - HERKIMER BOCES		15,422.11	0.00	15,422.11	12,337.68	0.00	3,084.43
636 GASB 45 PLANNING/CLINTON-ESSEX		12,470.00	5,200.00	17,670.00	13,252.53	1,472.47	2,945.00
637 FIXED ASSET INVENTORY/QUESTAR III		31,461.00	870.00	32,331.00	22,631.70	0.00	9,699.30
639 TRANSP./MADISON BOCES		90.00	6,094.00	6,184.00	2,494.76	0.00	3,689.24

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 04/30/2025

Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
640	DRUG TESTING/JEFF-LEWIS BOCES	18,525.25	838.00	19,363.25	18,545.25	614.00	204.00
641	ON-LINE APPL./PUTNAM BOCES	43,493.25	938.63	44,431.88	31,102.31	0.00	13,329.57
645	INFINITE CAMPUS/E. SUFFOLK BOCES	0.00	1,150.00	1,150.00	1,069.50	0.00	80.50
646	MEDICAID REIMBURSEMENT/MADISON BOCES	29,292.50	1,968.44	31,260.94	21,022.37	0.00	10,238.57
649	ACA COMPLIANCE/MADISON BOCES	17,287.05	1,112.25	18,399.30	12,974.83	0.00	5,424.47
650	TESTING - NYS ALT ADDMT-CAP REGION BOCES	83,252.40	-81,658.65	1,593.75	1,593.75	0.00	0.00
651	SCRIB/BROOME BOCES	61,400.76	13,982.92	75,383.68	75,383.68	0.00	0.00
655	SPECIAL ED AID ASSISTANCE SVC/QUESTAR	32,279.00	645.00	32,924.00	23,135.00	0.00	9,789.00
656	EMPLOYEE RELATIONS/ONC BOCES	18,411.00	1,305.00	19,716.00	15,690.65	0.00	4,025.35
657	PROJECT WORK/CAPITAL REGION BOCES	0.00	28,485.00	28,485.00	0.00	0.00	28,485.00
658	COOP BID/DCMO BOCES	25,351.06	-414.86	24,936.20	19,948.96	0.00	4,987.24
659	TIER 4 ENHANCED/CAP REGION BOCES	241,927.56	-9,293.31	232,634.25	195,839.45	21,759.92	15,034.88
660	EMPLOYEE ASSISTANCE/DCMO BOCES	8,347.12	969.14	9,316.26	6,987.19	0.00	2,329.07
661	WEB HOSTING/CAPITAL REGION BOCES	4,285.00	4,543.00	8,828.00	6,621.00	735.66	1,471.34
662	COMPUTER MANAGEMENT/S.WESTCHESTER BOCES	71,437.17	0.00	71,437.17	48,426.09	0.00	23,011.08
663	TRANSPORT PLANNING/FRANKLIN ESSEX BOCES	0.00	21,700.00	21,700.00	21,700.00	0.00	0.00
664	DATA ANALYTICS/CLINTON-ESSEX BOCES	0.00	10,541.67	10,541.67	7,379.18	1,054.16	2,108.33
679	PLANNING SERVICE/ERIE 2 BOCES	15,400.00	75,900.00	91,300.00	69,046.83	0.00	22,253.17
701	OPERATIONS & MAINTENANCE	3,689,293.12	8,441.87	3,697,734.99	2,862,282.61	773,676.91	61,775.47
702	SPECIAL EDUCATION ADMINISTRATION	1,379,660.17	51,839.50	1,431,499.67	1,001,909.34	291,528.00	138,062.33
703	PROGRAM TRANSPORTATION	303,416.57	0.00	303,416.57	9,819.61	393,689.28	-100,092.32
704	CENTRAL SUPERVISION	571,421.12	24,121.89	595,543.01	448,956.91	131,760.77	14,825.33
707	TRANSITION PLANNING SERVICE	53,531.00	0.00	53,531.00	60,171.13	15,735.02	-22,375.15
708	TEACHING ASSISTANT	804,459.00	-320,520.00	483,939.00	326,401.40	132,750.96	24,786.64
709	RESEARCH AND DEVELOPMENT	258,427.39	0.00	258,427.39	137,442.20	36,304.05	84,681.14
713	INFO & TECH SUPERVISION	550,296.68	24,894.00	575,190.68	390,380.14	151,545.76	33,264.78
715	Speech Therapy - Related Service	1,045,875.40	66,826.60	1,112,702.00	706,974.39	296,241.02	109,486.59
716	Visually Impaired - Related Service	32,408.14	-10,641.95	21,766.19	22,660.40	12,236.97	-13,131.18
718	Hearing Impaired - Related Service	8,097.76	-7,978.50	119.26	6,191.21	3,320.83	-9,392.78
720	PHYSICAL THERAPY - RELATED SERVICE	248,792.00	-20,880.00	227,912.00	195,268.17	85,386.60	-52,742.77
721	School Social Worker	1,361,308.00	-236,221.00	1,125,087.00	921,195.70	431,075.51	-227,184.21
722	Occupational Therapy	334,100.00	5,148.46	339,248.46	218,929.42	89,111.34	31,207.70
Total GENERAL FUND		94,356,575.45	14,147,199.07	108,503,774.52	72,403,385.89	22,279,195.97	13,821,192.66

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 04/30/2025

Fiscal Year: 2025

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	302,300.00	0.00	302,300.00	294,805.53	7,494.47	
791.000-1445-000	791.000	Other Food Sales-Invoices	125,000.00	0.00	125,000.00	33,249.48	91,750.52	
791.000-2252-999	791.000	Est. for Carryover Encumbrance	0.00	205,000.00	205,000.00	205,000.00		
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	40,000.00	0.00	40,000.00	80,086.88		40,086.88
791.000-2650-000	791.000	Sale of Scrap,Waste & Excess	0.00	0.00	0.00	0.00		
791.000-2701-000	791.000	Refunds Prior Years' Expense	0.00	0.00	0.00	584.95		584.95
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	25,000.00	0.00	25,000.00	5,161.49	19,838.51	
791.000-2770-001	791.000	Misc Revenue - Fees Collected	0.00	0.00	0.00	0.00		
791.000-3190-000	791.000	State Aid - Lunch Program	7,000,000.00	0.00	7,000,000.00	6,152,613.00	847,387.00	
791.000-3190-001	791.000	Surplus Food/Warehouse/Inv	475,000.00	0.00	475,000.00	0.00	475,000.00	
791.000-3190-002	791.000	STATE AID S/L-SUPP CHAIN ASST	0.00	0.00	0.00	4,872.00		4,872.00
791.000-3190-003	791.000	LOCAL FOOD FOR SCHOOLS	0.00	0.00	0.00	72,103.00		72,103.00
791.000-3190-004	791.000	SCHOOL MILK PILOT PROGRAM	0.00	0.00	0.00	0.00		
791.000 Service Subtotal			7,967,300.00	205,000.00	8,172,300.00	6,848,476.33	1,441,470.50	117,646.83
Total SCHOOL LUNCH FUND			7,967,300.00	205,000.00	8,172,300.00	6,848,476.33	1,441,470.50	117,646.83

Selection Criteria

Criteria Name: Shared: LUNCH EOM RPT Modified

As Of Date: 04/30/2025

Sort by: Fund/Service

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

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 04/30/2025

Fiscal Year: 2025

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	2,387,500.00	0.00	2,387,500.00	1,772,535.31	0.00	614,964.69
791-2860-200	EQUIPMENT	15,000.00	175,000.00	190,000.00	0.00	175,000.00	15,000.00
791-2860-301	SUPPLIES - FOOD	2,700,000.00	0.00	2,700,000.00	2,298,944.23	1,193,479.79	-792,424.02
791-2860-302	SUPPLIES - OTHER	275,000.00	0.00	275,000.00	130,598.64	168,547.84	-24,146.48
791-2860-303	SURPL FOOD/WRHOUSE/INV	475,000.00	0.00	475,000.00	15,746.40	0.00	459,253.60
791-2860-400	MISC CONTR	85,000.00	30,000.00	115,000.00	58,297.09	85,885.80	-29,182.89
791-2860-401	TRAVEL	3,500.00	0.00	3,500.00	3,731.81	0.00	-231.81
791-2860-402	USE OF SCHOOL FACILITIES	1,000,000.00	0.00	1,000,000.00	-0.57	0.00	1,000,000.57
791-2860-403	INSURANCE	1,300.00	0.00	1,300.00	0.00	0.00	1,300.00
791-2860-801	ERS	200,000.00	0.00	200,000.00	139,148.23	0.00	60,851.77
791-2860-802	FICA	200,000.00	0.00	200,000.00	132,178.90	0.00	67,821.10
791-2860-803	WK COMP	100,000.00	0.00	100,000.00	67,356.40	0.00	32,643.60
791-2860-804	HEALTH INS	525,000.00	0.00	525,000.00	238,209.94	65,799.65	220,990.41
791-9500-990	TR CREDIT FARM TO SCH GR	0.00	0.00	0.00	-6,427.44	0.00	6,427.44
791.000 SCHOOL LUNCH FUND - Service Subtotal		7,967,300.00	205,000.00	8,172,300.00	4,850,318.94	1,688,713.08	1,633,267.98
Total SCHOOL LUNCH FUND		7,967,300.00	205,000.00	8,172,300.00	4,850,318.94	1,688,713.08	1,633,267.98

April 2025 Report for June Meeting

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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A300 ITINERANTS							
A303 Art	155,512	51,837 (27,208)	207,349	103,674 (27,208)	6,480	110,154 (27,208)	317,503
A305 Guidance	272,076		244,868				217,661
A306 Technology	90,413		90,413				90,413
A307 Itinerant English					67,734	67,734	67,734
A308 Physical Education	148,095		148,095				148,095
A310 Nurse Practitioner	367,396	(37,401)	329,995	14,051	26,243	41,739	371,734
A312 School Physician	57,257	2,042	59,299				59,299
A313 School Psychologist	302,810	681	303,491		32,524	32,524	336,015
A314 School Social Worker	288,078	(82,233)	205,845				205,845
A315 Speech Impaired	793,203	(34,743)	758,460		166,766	166,766	925,226

**IX B. 2.**  
**Approval of 2024-2025 Budget**  
**Adjustment Report, April 2025**  
**May 14, 2025**

Description	2024-2025 Adopted Budget	Adjustments per Contract	07/31/24 Contract Totals	08/31/24 Changes	09/30/24 Changes	10/01/24 Changes	10/31/24 Changes	11/01/24 Changes	11/30/24 Changes	12/01/24 Changes	01/01/25 Changes	02/01/25 Changes	03/01/25 Changes	04/01/25 Changes	Net Changes	Revised Budget
A316 Visually Impaired	119,558		119,558			399							2,391		2,790	122,347
A317 Computer Instruction			-												-	-
A318 Hearing Impaired	158,188		158,188												-	158,188
A321 Physical Therapy	169,740		169,740												-	169,740
A322 Occupational Therapy	225,305		225,305												-	225,305
A325 Home Economics	101,420		101,420	(40,568)												60,852
A326 English/Second Language	586,251	(65,139)	521,112		(43,426)	9,771									(40,568)	540,654
A332 Curriculum Supervision		(11,020)	253,460	17,921	31,823	67,825	31,611			34,083	48,372		53,197		19,542	312,844
A338 Music Teacher	264,480	17,700	27,700	55,100	(6,612)								63,755		312,844	48,488
A345 Shared Business Official			17,700												60,931	78,631
A346 Audiology/Oswego BOCES	237,690	(36,738)	200,952		10,073		464			14,494				3,109	28,139	229,091
A355 General Supervision	91,497		91,497				30,000								30,000	121,497
A357 Bilingual/ESL Itinerant/Madison BOCES	22,640		22,640			(22,640)				46,840					24,200	46,840
A300 ITINERANTS TOTAL	4,451,609	(222,222)	4,229,387	108,920	5,909	254,645	162,532			95,417	110,420		119,671	20,563	878,077	5,107,464
A400 GENERAL EDUCATION																
A402 Explor. Enrichment/Jeff-Lewis BOCES	15,840	(10,890)	4,950		15,428										15,428	20,378
A405 Performing Arts	411,363	(27,831)	383,532			4,318	25,245			54,805	4,735		77,727	33,411	200,240	583,773
A408 Alternative Education	7,891,028	(73,415)	7,817,614		(154,276)									(21,007)	(175,283)	7,642,330
A410 Hospital Based/Onondaga BOCES	8,856		8,856				1,404								1,404	10,260
A411 Alternative High School Equivalency		116,190	116,190												-	116,190
A415 Portable Planetarium	5,850	13,651	19,501	650		4,225	930					(325)	2,600	5,525	13,605	33,106
A417 Equivalent Attendance/Madison BOCES	141,622	953	142,575		(224)					833					3,996	146,471
A420 Regional Program Excellence	199,486	(26,412)	173,074				(15,407)								(15,407)	157,667
A426 Distance Learning/Madison BOCES	675,807	60,843	736,650			116,298					1,060			7,616	193,130	929,780
A428 Summer School	530,835	693,464	1,224,299		(198,203)										(198,203)	1,026,096
A438 Distance Learning	1,917,064	59,814	1,976,878	69,189	7,159	23,281	4,249						2,250	17,213	123,342	2,100,220
A461 Distance Learning/Capital Region BOCES		9,828								(9,828)					(9,828)	-
A462 Exploratory Enrichment/Monroe 2 BOCES					266,632		957,651						(266,632)		957,631	957,631
A464 Bright Future Academy/Madison BOCES							40,530								40,530	40,530
A479 DL Synergy Virtual HS/CITI BOCES							32,980				866			10,421	6,037	55,507
A480 Early College Access-Dual Credit	47,790	1,680	49,470												-	-
A400 GENERAL EDUCATION TOTAL	11,845,541	817,876	12,663,417	69,839	317,354	219,959	1,007,032			(139,999)	6,661	30,201	(181,369)	53,179	1,382,858	14,046,275
A500 INSTRUCTIONAL SUPPORT																
A502 Library Media	1,135,512	191	1,135,703												4,358	1,140,061
A504 Audio Visual/Video Repair	1,032,424	295,094	1,327,518		13,175	9,164	25,020							(14,334)	95,612	1,423,129
A505 Printing Services	1,426,424	67,893	1,494,317			11,096				3,100				10,042	264,650	1,758,967
A509 Sch. Curr./Cayuga BOCES	41,908	(8,912)	32,996			277							(211)		67	33,063
A510 Learning Technology	3,618,421	(114,791)	3,503,629	86,351	4,483	25,823	18,116				71,774		(15,248)	794,135	1,053,654	4,557,283
A511 Sch. Curric/Capital Region BOCES		3,643	3,643			6,846	885					37			7,768	11,412
A513 Sch. Curric/Franklin BOCES					1,985									931	2,916	2,916
A514 Model Schools/Madison BOCES	275,981	1,238	277,218		1,088					42					1,130	278,348
A515 Com Objective/Madison BOCES	3,115,007	337,997	3,453,005		19,015	93,178	23,546			37,903	66	2,960	161,379	662,662	1,000,708	4,453,713



Description	2024-2025		Adjustments per Contracts	07/31/24		08/01/24		09/01/24		10/01/24		11/01/24		12/01/24		01/01/25		02/01/25		03/01/25		04/01/25		Net Changes	Budget Revised
	Adopted Budget			Contract	Totals	Changes	08/31/24	Changes	09/30/24	Changes	10/31/24	Changes	11/30/24	Changes	12/31/24	Changes	01/31/25	Changes	02/28/25	Changes	03/31/25	Changes	04/30/25		
A622 Regional Bus Radios/Madison BOCES	9,928		210	10,138						30													30	10,168	
A623 State Aid Planning/Questar III BOCES	42,180		840	43,020																			-	43,020	
A625 Substitute Calling Service	176,023		(8,099)	167,924				4,770		12,451		600											17,821	185,745	
A626 School Food Service	1,163,608		58,825	1,222,433						(58,825)													(58,825)	1,163,608	
A627 Records Retention	122,400		81,345	203,745		12,750																	12,750	216,495	
A628 Telecommunications	310,835		177,296	488,131																			42,105	530,237	
A631 Cooperative Bid/Madison BOCES	61,116		1,949	63,065						297													297	63,362	
A632 Health Care Coord./Delaware BOCES	24,747		(24,747)	-																			-	-	
A633 GASB 45/Questar III BOCES	21,155		766	21,921																			21,921	21,921	
A634 Staff Dev./Board/Herkimer BOCES	15,422			15,422																			-	15,422	
A636 GASB 45/Clinton-Essex Bocas	12,470		5,220	17,690		(20)																	(20)	17,670	
A637 Fixed Assets/Questar III BOCES	31,461		870	32,331																			32,331	32,331	
A639 Transp./Madison BOCES	90		2,383	2,473																			-	6,184	
A640 Drug Testing/left-Lewis BOCES	18,525		(10,299)	8,226				376		3,496		2,390		1,130		971		333		1,828		614		11,137	19,363
A641 On-Line Application/Putnam BOCES	43,493		939	44,432																			-	44,432	
A645 Infinite Campus/Eastern Suffolk BOCES				-						1,150													1,150	1,150	
A646 Medicaid Reimburs./Madison BOCES	29,293		(60)	29,233						235													2,028	31,261	
A648 Election Mgmt/E. Suffolk BOCES			1,150	1,150						(1,150)													(1,150)	-	
A649 ACA Compliance/Madison BOCES	17,287		1,112	18,399																			-	18,399	
A650 Testing-NYS Alt Addmt/Cap Region BOCES	83,252		(71,114)	12,138																			(10,544)	1,594	
A651 SCRIC/Broome BOCES	61,401		13,983	75,384																			-	75,384	
A655 Special Ed Aid Assistance Svc/Questar III BOCES	32,279		1,331	33,610																			(686)	32,924	
A656 Employee Relations/ONC BOCES	18,411		1,305	19,716																			-	19,716	
A657 Project Work/Cap Region BOCES			28,485	28,485																			-	28,485	
A658 Coop Bid/DCMO BOCES	25,351		(415)	24,936																			-	24,936	
A659 Tier 4 Enhanced/Cap Region BOCES	241,928		(9,293)	232,634																			-	232,634	
A660 Employee Assistance/DCMO BOCES	8,347		(8,347)	-																			-	9,316	
A661 Web Hosting/Capital Region BOCES	4,285		4,543	8,828																			-	8,828	
A662 Computer Management/Westchester BOCES	71,437			71,437																			-	71,437	
A663 Transportation Planning/Franklin Essex BOCES			21,700	21,700		(0)																	(0)	21,700	
A664 Data Analytics/Clinton Essex BOCES				-						10,542													10,542	10,542	
A679 Planning Service/Erie 2 BOCES				15,400				(22,776)		791,491		75,496		113,272		81,586		38,282		109,181		(466,255)		75,900	91,300
A600 NON-INSTRUCTIONAL SERVICES TOTAL	15,400		524,983	17,930,236		19,668																			18,670,182
A700 INTERNAL																									
A701 Operations and Maintenance	-			-																			-	-	
A713 Infor and Technology Supervision	-			-																			-	-	
A700 INTERNAL																								-	
TOTALS	94,356,575		9,737,296	104,093,871		111,012		877,359		2,245,722		(1,523,703)		1,666,870		1,213,913		1,246,011		196,528		804,018		4,409,903	108,503,775



[illegible]

**A. PERSONNEL REPORT****a. RETIREMENTS****1. Non-Instructional/Classified Staff**

			Hire Date	Retire Date
1.	SUSAN L. ARNTSEN	COOK MANAGER	10/01/2024	08/31/2025

**b. RESIGNATIONS****1. Teaching/Certified Staff**

			Hire Date	Resign Date
1.	D'MILA M. BRADLEY	TEACHER ASSISTANT	01/13/2025	05/14/2025
2.	MARY J. CALDER	TEACHER ASSISTANT	01/13/2025	06/19/2025
3.	BENJAMIN J. KIRKLAND	TEACHER ASSISTANT	01/06/2025	05/07/2025
4.	BRITTNEY LINK	TEACHER OF MATH	09/01/2016	06/30/2025
5.	NATHAN F. WHITE	TEACHER OF ESL	10/06/2016	06/13/2025

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

			Hire Date	Resign Date
1.	JORDAN D. CLEMENTS	CAREER EXPLORATION SPECIALIST	08/31/2023	05/23/2025
2.	HONG JIN	COMPUTER TECHNICAL ASSISTANT	11/20/2024	06/10/2025

**c. UNPAID LEAVE(S) OF ABSENCE****1. Non-Instructional/Classified Staff**

			Start Date	End Date	Reason
1.	MARLEY A. MCGRELLIS	PRINCIPAL ACCOUNT CLERK	06/11/2025	TBD	

**d. APPOINTMENTS****1. Teaching/Certified Staff****a. RECOMMENDATION FOR PROBATIONARY APPOINTMENT(S)**

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

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

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1. Recommend that **DAWN J. BURROWS** 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 June 02, 2025 and ending June 01, 2029 at an annual salary rate of \$23,281.00.

**Redacted.**

**b. RECOMMENDATION FOR SHORT-TERM SUBSTITUTE APPOINTMENT**

1. Recommend that **LINDA Y. YU** be appointed as a **TEACHER OF FOREIGN LANGUAGE** in SUPPORT SERVICES, DISTANCE LEARNING, for a short-term substitute appointment commencing May 09, 2025 and ending June 30, 2025 at an annual salary rate of \$67,782.00, prorated.

**Redacted.**

**c. RECOMMENDATION FOR TENURE APPOINTMENT(S)**

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

1.	TANYA SNYDER	ENGLISH AS A SECOND LANGUAGE	Tenure Date 09/19/2025
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**d. RECOMMENDATION FOR INCREASE IN FTE**

1.	RYAN W. GERLING	MUSIC THERAPIST	Date 09/01/2025	FTE 1.0
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**e. RECOMMENDATION FOR DECREASE IN FTE**

1.	JOELLE A. HOWARD	OCCUPATIONAL THERAPIST	Date 05/19/2025	FTE 0.6
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**f. RECOMMENDATION FOR MENTORING**

		Title	Start Date	End Date	Salary
1.	LOUIS G. BASKINGER	EXECUTIVE COACH	07/01/2025	06/30/2026	\$45.00/hr
2.	SARAH F. COTTER	EXECUTIVE COACH	07/01/2025	06/30/2026	\$45.00/hr
3.	MARTA FORMAGNANA	EXECUTIVE COACH	07/01/2025	06/30/2026	\$45.00/hr
4.	LUCILLE I. MATT	EXECUTIVE COACH	07/01/2025	06/30/2026	\$45.00/hr
5.	DONYCE K. MCCLUSKEY	EXECUTIVE COACH	07/01/2025	06/30/2026	\$45.00/hr
6.	JENNIE A. SABO	EXECUTIVE COACH	07/01/2025	06/30/2026	\$45.00/hr

**2. Non-Instructional/Classified Staff****a. RECOMMENDATION FOR PART-TIME APPOINTMENT**

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1. Recommend that **SHELBY L. BROOKS** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, **SCHOOL FOOD SERVICES**, commencing May 12, 2025 at an hourly salary rate of \$15.50, as needed.

**SHELBY L. BROOKS** 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 **CHRISTINA L. WASZKIEWICZ** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in SUPPORT SERVICES, **SCHOOL FOOD SERVICES**, commencing May 15, 2025 at an hourly salary rate of \$15.50, as needed.

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

**Redacted.**

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

1. Recommend that **JOHN A. WELCH** be appointed to a temporary appointment as a **LABORER - HOURLY** in SUPPORT SERVICES, INFORMATION TECHNOLOGY, commencing May 27, 2025 and ending June 30, 2025 at an hourly salary rate of \$17.99.

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

**Redacted.**

**c. 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.	PETER C. ABRAHAM	COMPUTER TECHNICAL ASSISTANT	06/02/2025
2.	MARLEY A. MCGRELLIS	PRINCIPAL ACCOUNT CLERK	05/14/2025
3.	SHANE R. TINNEY	PUBLIC RELATIONS ASSISTANT	05/19/2025

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

		Title	Start Date	End Date	Salary
1.	JACOB A. BAUM	LABORER - HOURLY	07/01/2025	06/30/2026	\$18.50/HR
2.	HANNAH C. GAPE	LABORER - HOURLY	07/01/2025	06/30/2026	\$18.50/HR
3.	GARY A. MAGLIOCCA	LABORER - HOURLY	07/01/2025	06/30/2026	\$18.50/HR
4.	MERISSA L. MARTHAGE	LABORER - HOURLY	07/01/2025	06/30/2026	\$18.50/HR
5.	EMMA R. MEYERS	LABORER - HOURLY	07/01/2025	06/30/2026	\$18.50/HR
6.	MICHAEL S. WILLIAMS	LABORER - HOURLY	07/01/2025	06/30/2026	\$18.50/HR

**e. STIPENDS****1. Teaching/Certified Staff****a. RECOMMENDATION FOR ADDITIONAL STIPENDS**

			Date	Stipend
1.	HEIDI L. VANDERMEULEN	TEACHER OF VISUALLY HANDICAPPED	04/28/2025 - 06/30/2025	\$500.00 (mentor) (prorated)

**f. SUMMER SCHOOL****1. RECOMMENDATIONS FOR SUMMER SCHOOL APPOINTMENTS - TEACHING/CERTIFIED****a. RECOMMENDATION FOR SPECIAL EDUCATION SUMMER SCHOOL APPOINTMENTS - TEACHING/CERTIFIED**

		Title	Start Date	End Date	Max Days	Salary
1.	SYDNEY A. BLAIR	Teacher of Speech & Hearing Impaired	07/07/2025	08/31/2025	18	\$54,896
2.	SUSAN A. BORD	Teacher of Speech & Hearing Impaired	07/07/2025	08/31/2025	18	\$77,607

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		Title	Start Date	End Date	Max Days	Salary
3.	FELICIA BRENNAN	OCCUPATIONAL THERAPIST	07/07/2025	08/31/2025	18	\$57,611
4.	FRANCINE M. CARDONE	TEACHING ASSISTANT	07/07/2025	08/15/2025	30	\$2,880
5.	BRIANA M. CARMAN	Teacher of Speech & Hearing Impaired	07/07/2025	08/31/2025	12	\$71,977
6.	CORINNE M. CHESTER	Teacher of Speech & Hearing Impaired	07/07/2025	08/31/2025	18	\$64,288
7.	ERIN A. HOWLETT	TEACHING ASSISTANT	07/14/2025	08/15/2025	25	\$2,400
8.	ROCHELLE L. HULL	Teacher of Speech & Hearing Impaired	07/07/2025	08/31/2025	18	\$75,503
9.	KIMBERLY JENNINGS	OCCUPATIONAL THERAPIST	07/07/2025	08/31/2025	24	\$78,348
10.	LAUREN A. JONES	TEACHING ASSISTANT	07/07/2025	08/15/2025	30	\$2,880
11.	DEIDRE LALYER	Teacher of Speech & Hearing Impaired	07/07/2025	08/31/2025	18	\$95,780
12.	KAYLYN S. MACNAUGHTON	Teacher of Speech & Hearing Impaired	07/07/2025	08/31/2025	18	\$60,486
13.	CAROLYN M. MACTURK	Teacher of Speech & Hearing Impaired	07/07/2025	08/31/2025	12	\$72,597
14.	MICHELLE T. MCQUEENEY	OCCUPATIONAL THERAPIST	07/07/2025	08/31/2025	18	\$72,266
15.	JULIE D. PACIFIC	Teacher of Speech & Hearing Impaired	07/07/2025	08/31/2025	18	\$82,412
16.	SCOTT PHELPS	School Psychologist	07/07/2025	08/31/2025	15	\$90,262
17.	RACHEL E. RIOLO	Teacher of Speech & Hearing Impaired	07/07/2025	08/31/2025	12	\$74,201
18.	TRICIA L. ROBINSON	Teacher of Speech & Hearing Impaired	07/07/2025	08/31/2025	18	\$108,529
19.	ANDREW RUBINO	SCHOOL PSYCHOLOGIST	07/07/2025	08/31/2025	15	\$85,525
20.	ELISE RUSSELL	School Psychologist	07/07/2025	08/31/2025	30	\$66,790
21.	JOSEPH T. SCHOLL	TEACHING ASSISTANT	07/07/2025	08/15/2025	30	\$2,880
22.	MARY SARA SPERL	PHYSICAL THERAPIST	07/07/2025	08/31/2025	24	\$85,571
23.	KATHRYN A. TAYLOR	Teacher of Speech & Hearing Impaired	07/07/2025	08/31/2025	18	\$72,209
24.	HEIDI L. VANDERMEULEN	Teacher of the Blind and Visually Impaired	07/07/2025	08/31/2025	15	\$99,089
25.	CANDACE WIGGINS	PHYSICAL THERAPIST	07/07/2025	08/31/2025	24	\$90,928
26.	ALEX R. WILLIAMS	TEACHING ASSISTANT	07/07/2025	08/15/2025	30	\$2,880

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Title	Start Date	End Date	Max Days	Salary
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**b. RECOMMENDATION FOR ACADEMIC REGIONAL SUMMER SCHOOL APPOINTMENTS - TEACHING/CERTIFIED**

The following people are being recommended to teach in the Regional Summer School Program for 2025, for the period indicated. The actual need for any individual will not be determined until July 1, 2025. The decisions will be based upon enrollments at that time. Assignments may be for two blocks (\$3,000) or three blocks (\$4,500), based on enrollment. The Driver Education Instructors will be paid \$75.00/hr for a full class load. Teaching Assistant - \$15.50/hr. Assistant Administrator will be paid \$6,750 and Administrator will be paid \$8,500. Extended School Year (ESY) STEPS -Alternative Education Special Education Teacher/TA and Attendance Teacher Daily rate is 1/200th of salary.

		Title	Start Date	End Date	Salary
1.	GINA F. ANTONE	TEACHING ASSISTANT	07/07/2025	08/20/2025	\$15.50/HR
2.	HEATHER L. BANEK	ENGLISH	07/07/2025	08/20/2025	\$4,500
3.	JOHN O. BAUER	SPECIAL EDUCATION	07/07/2025	08/20/2025	\$4,500
4.	HOLLY L. BOCCARDO	TEACHING ASSISTANT	07/14/2025	08/07/2025	\$15.50/HR
5.	ERIC D. BOISEN	ADMINISTRATOR	07/07/2025	08/20/2025	\$8,500
6.	LORA G. BORNEMANN	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
7.	BRETT M. BOSTIC	ASSISTANT ADMINISTRATOR	07/14/2025	08/07/2025	\$6,750
8.	JASON R. BRADLEY	SCIENCE	07/07/2025	08/20/2025	\$4,500
9.	KATRINA M. BRIODY	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
10.	RYAN A. CALOGERO	SOCIAL STUDIES	07/07/2025	08/20/2025	\$4,500
11.	CHRISTY CANNISTRA	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
12.	MARIE A. CASTANO	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
13.	KALYN M. CHAMBRONE	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
14.	JOSIE R. COLLINS	TEACHING ASSISTANT	07/07/2025	08/20/2025	\$15.50/HR
15.	BRANDEE A. COLLINS	MATHEMATICS	07/07/2025	08/20/2025	\$4,500
16.	MICHELLE M. COMMISSO	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
17.	ALYSSA G. COOK	SPECIAL EDUCATION	07/07/2025	08/20/2025	\$4,500
18.	ANTHONY L. CORIALE JR.	SOCIAL STUDIES	07/07/2025	08/20/2025	\$4,500
19.	FRANCESCA A. D'AMBRO	SPECIAL EDUCATION	07/07/2025	08/20/2025	\$4,500
20.	JULIE A. DALEY	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
21.	AMANDA L. EDWARDS	TEACHING ASSISTANT	07/14/2025	08/07/2025	\$15.50/HR



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		Title	Start Date	End Date	Salary
22.	GREGORY FIASCHETTI JR	TEACHING ASSISTANT	07/07/2025	08/20/2025	\$15.50/HR
23.	BENJAMIN J. FOVEL	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
24.	KEVIN W. GETMAN	MATHEMATICS	07/07/2025	08/20/2025	\$4,500
25.	JULIE A. GIARDULLO	TEACHING ASSISTANT	07/14/2025	08/07/2025	\$15.50/HR
26.	ASHLEY A. GIFFORD	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
27.	TRACI L. GRADY	MATHEMATICS	07/07/2025	08/20/2025	\$4,500
28.	JAMIE A. GREEN	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
29.	LISA M. GREICO	TEACHING ASSISTANT	07/07/2025	08/20/2025	\$15.50/HR
30.	NICOLLE A. GREICO	TEACHING ASSISTANT	07/14/2025	08/07/2025	\$15.50/HR
31.	ALLYSON J. GREIF	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
32.	JESSICA L. GRIFFITH	TEACHING ASSISTANT	07/14/2025	08/07/2025	\$15.50/HR
33.	NINA M. GRISWOLD	TEACHING ASSISTANT	07/07/2025	08/20/2025	\$15.50/HR
34.	ROBERT L. HARRISON SR	TEACHING ASSISTANT	07/07/2025	08/20/2025	\$15.50/HR
35.	MICHAEL W. HARTNETT	ENGLISH	07/07/2025	08/20/2025	\$4,500
36.	KAITLIN HAYES	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
37.	JENNIFER M. HELFERT	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
38.	MACKENZIE R. HOLBERT	HEALTH	07/07/2025	08/20/2025	\$4,500
39.	DEBORAH A. HOULE	TEACHING ASSISTANT	07/07/2025	08/20/2025	\$15.50/HR
40.	PHILLIP A. HOWARD	SOCIAL STUDIES	07/07/2025	08/20/2025	\$4,500
41.	MERRITT H. HOWARD II	SOCIAL STUDIES	07/07/2025	08/20/2025	\$4,500
42.	CARRIE E. JONES	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
43.	ERIN N. JULIAN	TEACHING ASSISTANT	07/14/2025	08/07/2025	\$15.50/HR
44.	EMILY R. JULIAN	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
45.	DANIEL T. KEATING	PHYSICAL EDUCATION	07/07/2025	08/20/2025	\$4,500
46.	KRISTIN J. KOHN	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
47.	HOLLY M. KRISTOFF	ASSISTANT ADMINISTRATOR	07/07/2025	08/20/2025	\$6,750
48.	ADRIANA M. LIBERATORE	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
49.	BRITTNEY LINK	MATHEMATICS	07/07/2025	08/20/2025	\$4,500
50.	PAUL E. LINK	MATHEMATICS	07/07/2025	08/20/2025	\$4,500

June Board Agenda  
June 11, 2025

		Title	Start Date	End Date	Salary
51.	LAUREN E. LIONETTI	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
52.	KRISTEN A. LUBECK	MATHEMATICS	07/07/2025	08/20/2025	\$4,500
53.	JAKOB B. LUTKE	DRIVER EDUCATION	07/07/2025	08/22/2025	\$75.00/hr
54.	JUSTIN P. MAHANNA	Science	07/07/2025	08/20/2025	\$4,500
55.	CASSIDY K. MANEEN	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
56.	ABIGAIL G. MARTIN	TEACHING ASSISTANT	07/14/2025	08/07/2025	\$15.50/hr
57.	TERRA E. MCDERMOTT	Special Education	07/07/2025	08/20/2025	\$4,500
58.	CHERI A. MISIAK	TEACHING ASSISTANT	07/07/2025	08/20/2025	\$15.50/HR
59.	LAUREN E. MULCHY	ENGLISH	07/07/2025	08/20/2025	\$4,500
60.	KELLY I. NUCCIO	SCIENCE	07/07/2025	08/20/2025	\$4,500
61.	CARLY G. NUNNEKER	SOCIAL STUDIES	07/07/2025	08/20/2025	\$4,500
62.	ERICA A. OVERTON	SOCIAL STUDIES	07/07/2025	08/20/2025	\$4,500
63.	TRAVIS H. OWENS	DRIVER EDUCATION	07/07/2025	08/22/2025	\$75.00/hr
64.	DANIEL G. PALMISANO	TEACHING ASSISTANT	07/07/2025	08/20/2025	\$15.50/HR
65.	REBECCA M. PEPPERINE	ASSISTANT ADMINISTATOR	07/07/2025	08/20/2025	\$6,750
66.	ALEX W. PRUE	HEALTH	07/07/2025	08/20/2025	\$4,500
67.	CATHY L. REED-HARRISON	TEACHING ASSISTANT	07/07/2025	08/20/2025	\$15.50/HR
68.	DOUGLAS C. REHM	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
69.	AMBER L. RENZI	ENGLISH	07/07/2025	08/20/2025	\$4,500
70.	RACHAEL A. RIVERA	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
71.	JAMIE L. ROORDA	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
72.	FALLON E. RUSSO	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
73.	STEPHANIE B. SACCO	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
74.	MELINDA P. SCHMELCHER	TEACHING ASSISTANT	07/14/2025	08/07/2025	\$15.50/HR
75.	KEVIN T. SCHULTZ	MATHEMATICS	07/07/2025	08/20/2025	\$4,500
76.	PETER J. SCIALDONE	SCHOOL COUNSELOR	07/07/2025	08/20/2025	\$4,500
77.	SANDRO SEHIC	SOCIAL STUDIES	07/07/2025	08/20/2025	\$4,500
78.	JENNIFER M. SMITH	TEACHING ASSISTANT	07/14/2025	08/07/2025	\$15.50/HR
79.	MALLORY L. SNOW	TEACHING ASSISTANT	07/07/2025	08/20/2025	\$15.50/HR

June Board Agenda  
June 11, 2025

		Title	Start Date	End Date	Salary
80.	JEFFREY D. SNYDER	DRIVERS EDUCATION	07/07/2025	08/22/2025	\$75.00/HR
81.	CYNTHIA M. ST. JAMES	SPECIAL EDUCATION	07/07/2025	08/20/2025	\$4,500
82.	AMANDA L. SULLIVAN	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
83.	KERRY A. SULLIVAN	SOCIAL STUDIES	07/07/2025	08/20/2025	\$4,500
84.	DAWN A. THOMAS	SPECIAL EDUCATION	07/07/2025	08/20/2025	\$4,500
85.	CONSTANCE E. VAN NAMEE	TEACHING ASSISTANT	07/07/2025	08/20/2025	\$15.50/HR
86.	TARA L. VANCAUWENBERGE	HEALTH	07/07/2025	08/20/2025	\$4,500.00
87.	ROBERT B. WALLACE	DRIVER EDUCATION	07/07/2025	08/22/2025	\$75.00/hr
88.	JENNIFER J. WATKINS	ELEMENTARY	07/14/2025	08/07/2025	\$3,000
89.	KATRINA P. WEIL	PROGRAMMING	07/07/2025	08/20/2025	\$4,500
90.	NIKIYA L. WHEELLOCK	ADMINISTRATOR	07/07/2025	08/20/2025	\$8,500
91.	JAMIE M. WILLIAMS	ADMINISTRATOR	07/14/2025	08/07/2025	\$8,500
92.	KATE L. WILLIAMS	TEACHING ASSISTANT	07/14/2025	08/07/2025	\$15.50/HR
93.	TARA M. WILLIAMS	TEACHING ASSISTANT	07/07/2025	08/20/2025	\$15.50/HR
94.	KARLA WILLIAMS	SCIENCE	07/07/2025	08/20/2025	\$4,500
95.	EH B. WIN	TEACHING ASSISTANT	07/07/2025	08/20/2025	\$15.50/HR
96.	GORDON B. WYDYSH	TEACHING ASSISTANT	07/07/2025	08/20/2025	\$15.50/HR
97.	BENJAMIN J. ZALEWSKI	SOCIAL STUDIES	07/07/2025	08/20/2025	\$4,500
98.	VICTORIA L. ZISSER	ENGLISH	07/07/2025	08/20/2025	\$4,500
99.	AUDREY K. ZUIS	TEACHING ASSISTANT	07/07/2025	08/20/2025	\$15.50/HR

**2. RECOMMENDATIONS FOR SUMMER SCHOOL - NON-INSTRUCTIONAL****a. RECOMMENDATION FOR ACADEMIC REGIONAL SUMMER SCHOOL APPOINTMENTS - NON-INSTRUCTIONAL**

The following people are being recommended for clerical or nursing positions in the Regional Summer School Program for 2025. All people listed are potential hires. The actual need for any individual will not be determined until July 1, 2025. The decisions will be based on enrollments at that time and the actual need for clerical or nursing help.

		Title	Start Date	End Date	Salary
1.	TAMMY S. GUILIANO	NURSE	07/07/2025	08/20/2025	\$52,696
2.	HEATHER L. LINTS	NURSE	07/07/2025	08/20/2025	\$25.00/HR
3.	YELENA VERENICH	NURSE	07/14/2025	08/07/2025	\$25.00/HR



APPROVED


## Oneida-Herkimer-Madison BOCES

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

Item IX. D. 1  
Motion by: Joseph H. Hobika, Jr.  
Seconded by: Michael H. Head  
Motion carried 8-0

### Memorandum

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 

Date: February 14, 2025

Subject: Recommendation for Approval of Board Policies

Prepared by: Tim Rowland

**IX D.1.**  
**Approval of Board Policies (First Reading)**  
**6001, 6002, 6003, 6004, 6100**  
**May 14, 2025**

### 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:

- 6001 Temporary and Part-Time Summer Employment
- 6002 Professional Staff Separation
- 6003 Complaints and Grievances by Employees
- 6004 Employee Compensation
- 6100 Certification and Incidental Teaching (Delete)

### 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.

6001 Temporary and Part-Time Summer Employment

6002 Professional Staff Separation

6003 Complaints and Grievances by Employees

6004 Employee Compensation

6100 Certification and Incidental Teaching (Delete)

Attachments: policies

**Draft 02/10/25**

## PERSONNEL

6001

### *BOCES Specific Policy*

#### TEMPORARY, PART-TIME AND SUMMER EMPLOYMENT

##### I. Statement of Policy

The District Superintendent is authorized to fill vacant positions on a temporary basis when such positions are necessary for the maintenance or continuity of a program or service. Such authority applies to per diem substitutes (certified and classified), and temporary employees. The administration is to employ the most qualified people available for the work to be accomplished.

##### II. Part-time Employees

- A. Individuals may be employed on a part-time basis to meet the education needs of the OHM BOCES upon the recommendation of the District Superintendent. They are considered part-time if they work less than full-time and are distinguished from "substitutes" in that they are employed for a specific period of time on a part-time basis.
- B. All regular part-time certified employees and those regular part-time classified (Civil Service) employees working less than fifty percent (50%) of the regularly scheduled work week for that classification shall not accrue any seniority.
- C. Regular part-time classified (Civil Service) employees working fifty percent (50%) or more per week will accrue seniority.
- D. All part-time employees may participate in the appropriate New York State Retirement System.

##### III. Regular Substitute Teachers

- A. Regular substitute teachers (temporary teachers) are appointed to fill vacancies created by approved leaves of absence granted to full-time teachers.
- B. Substitutes may participate in the New York State Teachers' Retirement System.
- C. Whenever possible, regular substitutes should be certified and prepared by experience and background to fill the position. Non-certified substitutes may be

## PERSONNEL

6001

*BOCES Specific Policy*TEMPORARY, PART-TIME AND SUMMER EMPLOYMENT

employed under unusual circumstances in accordance with State regulations pertaining to the issuance of a temporary license.

## IV. Per Diem Substitute Teachers

- A. Per diem substitutes are employed on a short-term basis and shall be compensated at a per diem rate to be established by the ~~Board of Cooperative Educational Services~~ BOCES Board. Substitutes are paid only for days worked or on a prorated basis for part-time work. Per diem substitutes are not eligible for fringe benefits, but are eligible to participate in the New York State Teachers' Retirement System. Whenever possible, substitutes should be certified and prepared by experience and background for the positions they fill.
- B. Substitutes with valid teaching certificates or substitutes without a valid certificate but who are completing collegiate study towards certification at the rate of not less than six semester hours per year, may render service for any number of days. Substitutes without a valid certificate and who are not working towards certification may render service no more than forty (40) days per school year.

## V. Student Teachers

- A. In recognition of the need for pre-service learning experiences for potential teachers, State certification requirements, and the reciprocal benefits derived by OHM BOCES professional personnel, OHM BOCES encourages the utilization of student teachers.
- B. Student teachers shall be protected from liability for negligence or other acts resulting in accidental injury to any person by the OHM BOCES, as provided by law.
- C. The District Superintendent shall approve the appointment of any student teacher.

## VI. Appointment of Staff to Positions Supported by Funds from State or Federal Agencies

- A. Teachers, administrators, or staff specialists being appointed to federally or state funded programs on a full-time basis shall be granted a probationary appointment in accordance with Section 3014 of the New York State Education Law unless the terms of the funding are such that the project will terminate at the end of a specified time period of up to two (2) years. If the project is forecast to terminate at the end of a specified time period of up to two (2) years, individuals appointed

## PERSONNEL

6001

*BOCES Specific Policy*TEMPORARY, PART-TIME AND SUMMER EMPLOYMENT

to such positions shall be granted a "term-of-project" appointment (and re-appointment) on an annual basis until the project is terminated.

- B. If a state or federally funded project which was scheduled to terminate after two years is re-funded so that an individual employed in the project would become eligible for tenure, a probationary appointment shall be granted and made retroactive to the initial date of full-time employment in the project. Standard procedures for granting (or not granting) tenure shall then be followed.

## VII. Summer Employment

- A. Staff members may be employed for the summer by the OHM BOCES upon the recommendation of the District Superintendent. Such staff members will be employed to achieve purposes or activities as determined by the Director of the program area involved. These staff members are employed on a temporary basis and no seniority or tenure rights shall accrue as a result of summer employment.
- B. Compensation for such employees shall be determined each year, depending on the type and length of work involved.



PERSONNEL

6001

*BOCES Specific Policy*

TEMPORARY, PART-TIME AND SUMMER EMPLOYMENT

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: NYS Education Law §3023 and 8 NYCRR Part 80.36

Adopted: 07/10/02

Revised: 02/12/14, 07/14/21, \_\_\_\_\_

PERSONNEL

*BOCES Specific Policy*  
PROFESSIONAL STAFF: SEPARATION

I. Statement of Policy

When the District Superintendent determines that an affirmative recommendation for appointment on tenure will not be made with respect to a particular staff member, notices shall be provided to that staff member in accordance with applicable provisions of the Education Law and any applicable collective bargaining provisions.

II. Termination

A. The BOCES Board of Cooperative Educational Services shall expect any professional staff member desiring to terminate ~~his/her~~ their services to provide the BOCES Board with a minimum of thirty (30) days notice before the effective termination date.

~~III.~~ B. When possible, a professional staff member shall make every effort to terminate employment at the end of the school year. Resignations must be in writing and include the effective date.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Adopted: 07/10/02

Revised: 02/12/14, 07/14/21, \_\_\_\_\_

PERSONNEL

Draft 1/21/25  
6003

*Policy is Required*

## COMPLAINTS AND GRIEVANCES BY EMPLOYEES

### I. Statement of Policy

In accordance with the provisions of General Municipal Law and the collective bargaining agreements, all OHM BOCES personnel shall have the opportunity to present their complaints or grievances free from interference, coercion, restraint, discrimination or reprisal. The OHM BOCES shall provide at least two (2) procedural stages and an appellate stage for the settlement of any grievance.

### II. Duty of the District Superintendent

Complaints or grievances not covered under employee contracts shall be handled and resolved whenever possible, as close to their origin as possible. The District Superintendent is responsible for implementing regulations for redress of complaints or grievances through proper administrative channels.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: General Municipal Law Article 15-c; 20 USC 38; 29 USC 794; 42 USC 12111-12117, 12210; 45 CFR 86

Adopted: 07/10/02

Revised: 02/12/14, 07/14/21, \_\_\_\_\_

PERSONNEL

Draft 1/21/25  
6004

*BOCES Specific Policy*  
EMPLOYEE COMPENSATION

Nonaffiliated employees will have their compensation established upon the recommendation of the District Superintendent and the BOCES Board of Cooperative Educational Services' approval.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services  
Adopted: 05/14/03

POLICY

**Draft 07/30/2009**

SUPPORT OPERATIONS

5120 ~~8213~~

FIRE SAFETY

Revised: 02/12/14, 07/14/21, \_\_\_\_\_

## INCIDENTAL TEACHING

- I. The District Superintendent may assign a teacher to teach a subject not covered by the teacher's certificate for a period not to exceed five classroom hours per week when, after extensive recruitment, no certified teacher is available.
- II. Upon making such an assignment, the District Superintendent shall file an application within twenty business days to the Commissioner of Education for approval of the assignment, in accordance with the Commissioner's regulations.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: § NYCRR §80-5.3, NYS Education Law §3004

Adopted: 07/10/02

Revised: 02/12/14, 07/14/21



APPROVED

## Oneida-Herkimer-Madison BOCES


P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
[www.oneida-boces.org](http://www.oneida-boces.org)

Item IX. D. 2  
Motion by: Joseph H. Hobika, Jr.  
Seconded by: Michael H. Head  
Motion carried 8-0

### Memorandum

IX D.2...  
Approval of Board Policies (First  
Reading)  
2307, 6107, 6200, 6202, 6203  
May 14, 2025

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 

Date: April 28, 2025

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:

- 2307 Ex Officio Student Member of the Board
- 6107 Mentoring Programs for First Year Teachers
- 6200 Employee Health Examinations
- 6202 Drug and Alcohol Testing (Transportation)
- 6203 Fingerprinting and Criminal History Record Checks for Prospective Employees

### **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.

2307 Ex Officio Student Member of the Board  
6107 Mentoring Programs for First Year Teachers  
6200 Employee Health Examinations  
6202 Drug and Alcohol Testing (Transportation)  
6203 Fingerprinting and Criminal History Record Checks for Prospective Employees

Attachments: policies



## SCHOOL BOARD OPERATIONS

2307

### EX OFFICIO STUDENT MEMBER OF THE BOARD

#### I. Statement of Policy

The OHM BOCES adopts this Policy to establish a process for selecting two (2) ex officio student members of the Board of Cooperative Educational Services (Student Board Member). The Student Board Members shall serve for a period of one (1) year.

#### II. Scope of Responsibilities

- A. The Student Board Members shall sit with the Board of Cooperative Educational Services at all public hearings and meetings subject to the limitations in Section II(B). The Student Board Members may participate in other Board of Cooperative Educational Services activities and responsibilities at the discretion of the Board of Cooperative Educational Services.
- B. The Student Board Members shall not be allowed to vote or to attend executive sessions or other meetings or hearings that are not open to the public. The Student Board Members shall not receive any form of compensation for participating in Board of Cooperative Educational Services meetings.

#### III. Selection of Student Board Members

- A. The Student Board Members shall have attended a high school within the component district for at least one (1) year and participate in a program administered by the BOCES.
- B. The District Superintendent shall develop a process for selection of an OHM BOCES Student Board Members with the Superintendents of the OHM BOCES component districts.

#### IV. Selection Process

- A. Principals from each instructional program with the OHM BOCES will select up to two student nominees based upon the students displaying strong leadership skills and/or expressing an interest in participating in being an Ex Officio member of the OHM BOCES Board.
- B. Nominees will be submitted to the Assistant Superintendent for Instructional Programs and Professional Learning by May 1st of each school year.

SCHOOL BOARD OPERATIONS

2307

EX OFFICIO STUDENT MEMBER OF THE BOARD

- C. The Assistant Superintendent for Instructional Programs and Professional Learning and the District Superintendent will review the nominees and select student candidates for the approval of the OHM BOCES Board.
- D. The selected student candidates will be submitted for final approval of the OHM BOCES Board at the annual July Board Meeting for seating at the September meeting of the OHM BOCES Board each year.

SCHOOL BOARD OPERATIONS

2307

EX OFFICIO STUDENT MEMBER OF THE BOARD

Adopted: \_\_\_\_\_

## PERSONNEL

### MENTORING PROGRAMS FOR FIRST YEAR TEACHERS

#### I. Policy Statement

All new teachers in the OHM BOCES holding an initial certificate must complete a mentored teaching experience within their first year of employment as a teacher. The OHM BOCES must incorporate the design and planning of such mentored experiences for all first year teachers in its employ, into the OHM BOCES Professional Development Plans.

#### II. Purpose

The purpose of the mentoring program is to provide support for new teachers in order to ease the transition from teacher preparation to practice, thereby increasing the retention of teachers; and to increase the skills of new teachers in order to improve student achievement in accordance with the New York State learning standards. The Professional Development Plan shall describe how the OHM BOCES will provide a mentoring program for teachers, who must participate in a mentoring program to meet teaching experience requirement for the professional certificate as prescribed by Commissioner's Regulations.

#### III. Mentoring Program

The mentoring program shall be developed and implemented consistent with any collective bargaining obligation required by Article 14 of the Civil Service Law (i.e., the Taylor Law); however, Commissioner's Regulation does not impose a collective bargaining obligation that is not required by Taylor Law.

In accordance with Commissioner's Regulations, the Professional Development Plan shall describe the following elements of the mentoring program:

- A. The procedure for selecting mentors, which shall be published and made available to staff of the OHM BOCES and, upon request, to members of the public;
- B. The role of mentors, which shall include, but not be limited to, providing guidance and support to the new teacher;
- C. The preparation of mentors, which may include but shall not be limited to the study of the theory of adult learning, the theory of teacher development, the elements of the mentoring relationship, peer coaching techniques, and time management methodology;
- D. Types of mentoring activities, which may include but shall not be limited to modeling instruction for the new teacher, observing instructional planning with the new teacher, peer coaching, team teaching, and orienting the new teacher to the school culture; and

## PERSONNEL

MENTORING PROGRAMS FOR FIRST YEAR TEACHERS

- E. Time allotted for mentoring, which may include but shall not be limited to scheduling common planning sessions; releasing the mentor and the new teacher from a portion of their instructional and/or non-instructional duties; and providing time for mentoring during Superintendent conference days, before and after the school day, and during summer orientation sessions.

## IV. Confidentiality of Mentor – New Teacher Interaction

The information obtained by a mentor through interaction with the new teacher while engaged in the mentoring activities of the program shall not be used for evaluating or disciplining the new teacher unless:

- A. Withholding such information poses a danger to the life, health, or safety of an individual including, but not limited to, students and staff of the school; or
- B. Such information indicates that the new teacher has been convicted of a crime, or has committed an act which raises a reasonable question as to the new teacher's moral character or
- C. The OHM BOCES has entered into an agreement, negotiated pursuant to Article 14 of the Civil Service Law whose terms are in effect, that provides that the information obtained by the mentor through interaction with the new teacher while engaged in the mentoring activities of the program may be used for evaluating or disciplining the new teacher.

## V. Exemptions to above Mentoring Requirements

Pursuant to Commissioner's Regulations, teachers holding initial certificates who have two (2) or more prior years of teaching experience do not need to be provided a mentored experience as enumerated in this Policy.

## VI. Recordkeeping Requirements

The OHM BOCES shall maintain documentation of the implementation of the mentoring program described in the Professional Development Plan for at least seven (7) years from the date of completion of the mentoring activity; and it shall be available for review by the State Education Department. Such documentation will include the information enumerated in Commissioner's Regulations.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: NYS Education Law §§3004 and 3006, 8 NYCRR 52.21, 80-3.4, 80-5.13, 80-5.14 and 100.2

Adopted: 09/12/18

Reviewed: 07/14/21

Revised: \_\_\_\_\_

## PERSONNEL

### EMPLOYEE HEALTH EXAMINATIONS

#### I. Policy Statement

The Board of Cooperative Educational Services and/or District Superintendent reserves the right to request a health examination at any time during employment, at OHM BOCES expense, in order to determine whether the employee can perform the essential functions of the position with or without reasonable accommodations.

#### II. Health Examination

- A. Staff initially appointed to positions may be required to have a health examination at the time of employment and such examination is made by the OHM BOCES health services provider, the cost of such examination shall be borne by OHM BOCES. However, an employee may elect to have a health examination at ~~his/her~~ their own expense by a physician of ~~his/her~~ their own choice. Temporary and substitute staff whose employment is projected for less than six (6) months are exempt from this requirement.
- B. Annual or more frequent examinations of any employee may be required when, in the judgment of the school physician and the District Superintendent, such procedure is deemed necessary.

#### III. Report

- A. The final acceptance or rejection of a medical report with reference to the health of an employee lies within the discretion of the Board of Cooperative Educational Services. The decision of the health services provider designated by the Board of Cooperative Educational Services as the determining physician shall take precedence over all other medical advice.
- B. All medical and health related information will be kept in accordance with the Americans with Disabilities Act (ADA).

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: 8 NYCRR 156.3(2); Rules and Regulations of the Commissioner of Motor Vehicles  
Section 5.09-b; Cafeteria Workers: State Sanitary Code

Adopted: 07/01/08

Revised: 02/12/14, 07/14/21, \_\_\_\_\_

## PERSONNEL

Policy is Required.

### DRUG AND ALCOHOL TESTING (TRANSPORTATION)

#### I. Statement of Policy

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

#### II. Scope of Policy

##### A. Positions to Which This Policy Applies

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

##### B. Persons to Whom This Policy Applies

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

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III. Communication of Policy

A. Drug and Alcohol Coordinator

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

B. Distribution of Information

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

C. Documentation

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

IV. Program Standards and Testing Protocols

A. Contracted Services

The District Superintendent is authorized to contract with an appropriately credentialed vendor, board of cooperative educational services, or other municipality for the services necessary to implement the OHM BOCES' drug and alcohol testing program, including sample collection and testing, documenting chain of custody, and ensuring that the correct employee is tested and matched with the correct test results. Such contractor must be in compliance with all state and federal regulations including but not limited to calibration of all devices,



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laboratory certification by the U.S. Department of Health and Human Services, and proper training of the Breath Alcohol Technician (BAT) and other staff.

B. Notice to the Test Subject

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

C. Test Standards

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

D. Specimens Reported as Dilute

1. If a test result is reported as positive dilute, that shall be considered a positive verified test result and no confirmatory test or retest shall be conducted.

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2. If a test result is reported as negative dilute for pre-employment testing, return to duty testing, or follow up testing, then the test subject shall be required to take another test. The result of the second test becomes the test of record.
  - a. Persons to be re-tested must be given the minimum possible advance notice of the time to report to the collection site.
  - b. If a person is directed to take another test and declines to do so, that will be categorized as a test refusal for the purpose of this Policy and the federal drug and alcohol testing regulations.

V. Pre-Employment Testing

A. General Rule

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

B. Information Regarding Prior Test Outcomes

1. Each applicant will be asked whether the applicant has tested positive after, or refused to take, any pre-employment drug or alcohol test administered by a potential employer pursuant to federal law during the past two (2) years.
2. Each applicant will be asked to identify all prior employers or potential employers that required the applicant to submit to drug or alcohol testing in fulfillment of state or federal law within the prior two (2) years, and to sign a written document authorizing those entities to release to the OHM BOCES the following information: alcohol tests with a result of 0.04 or higher alcohol concentration, verified positive drug test, the applicant's refusal to be tested, any other violations of federal law drug and alcohol regulations, and, with respect to any employee who violated a federal law drug and alcohol regulation, documentation of the employee's successful completion of federal law return to duty requirements.
3. The above listed information should be obtained and reviewed before the applicant is assigned to perform any safety sensitive functions. However, the OHM BOCES may employ and assign the applicant to perform safety sensitive functions for a period of up to thirty (30) days if the OHM BOCES has made and documented a good faith effort to obtain this

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information. The OHM BOCES will not allow any employee to continue performing safety sensitive functions after thirty (30) days if the OHM BOCES has not obtained or made and documented a good faith effort to obtain this information.

C. Withdrawal of Conditional Offer of Employment

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

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

VI. Drug and Alcohol Tests Administered To Employees

A. Reasonable Suspicion Testing

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

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body odors of an employee by a responsible supervisor or administrator who has been trained to recognize alcohol misuse or drug use.

- a. The observations may include indications of the chronic and withdrawal effects of controlled substances.
  - b. A written record shall be made of the observations leading to reasonable suspicion, signed by the supervisor or administrator who made the observations, within twenty-four (24) hours of the observed behavior or before the results of the drug and/or alcohol test are released, whichever is earlier.
3. The OHM BOCES shall not administer a reasonable suspicion alcohol test more than eight (8) hours following a determination that reasonable suspicion exists to believe that the alcohol prohibitions of this Policy have been violated.
  4. The District Superintendent or designee shall arrange for the training of all supervisors or other individuals who may be utilized to determine whether "reasonable suspicion" exists to test an employee for prohibited conduct involving alcohol or controlled substance use/abuse.

B. Random Testing

1. The OHM BOCES randomly tests employees subject to this Policy for evidence of drug or alcohol consumption. Random tests are not announced and employees are selected for testing in a statistically random manner throughout the year as required by state and federal law. Each covered employee has an equal probability of selection each time a random test is administered.
2. Random drug and/or alcohol testing may be conducted at any time the covered driver is on duty for the OHM BOCES.
3. All employees assigned to drive a school bus as part of their duties are subject to random testing.

C. Post-Accident testing

1. Following an accident involving a commercial motor vehicle, a post-accident test for alcohol and drugs is administered to each surviving covered driver who:

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- a. was performing safety sensitive functions with respect to the vehicle, and the accident involved the loss of human life; or
  - b. receives a citation under state or local law for a moving violation arising from the accident, and the accident either resulted in one or more motor vehicles incurring substantial structural damages as a result of the accident or resulted in bodily injury to a person who, as a result of the injury, immediately received medical treatment away from the scene of the accident.
2. The OHM BOCES will not administer a post-accident alcohol test more than eight (8) hours following the accident and will not administer a post-accident drug test more than thirty-two (32) hours following the accident.
  3. A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the OHM BOCES to have refused to submit to testing. This shall not be construed to require the delay of necessary medical attention for injured individuals following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
  4. The results of a breath or blood test for the use of alcohol or a urine test for the use of drugs, conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of this Policy concerning post-accident testing, provided such tests conform to applicable federal, state, or local requirements and that the results of the test are obtained by the OHM BOCES. If such a test results in an alcohol concentration below 0.02, a twenty-four (24) hour out-of-service order may be issued by the law enforcement official.

#### D. Return to Duty Testing

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

#### E. Follow-up Testing

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

## VII. Conduct Standards For Employees Subject To This Policy

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



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substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.

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

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

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

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performance indicators of drug abuse, until a drug test is administered and there is a verified negative result.

- G. Independent of the requirements of federal law, drivers who have been found to have engaged in conduct prohibited by this Policy will be immediately suspended from their safety-sensitive function without pay pending a complete review of the test results and what led to the test results, if appropriate. After review, if the driver was found to have an alcohol concentration of 0.04 or greater, a positive drug test, or refused to submit to a test, the employee shall be terminated. ~~If the driver was found to have an alcohol concentration between 0.02 and 0.04, he or she shall be required to be evaluated by a substance abuse professional, complete any other steps required by the SAP and take a return to duty test before returning to work.~~
- H. The above consequences shall be applied consistent with the provisions of any applicable collective bargaining agreement and statute, such as §75 of the Civil Service Law and §3020-a of Education Law.

#### IX. Referral And Evaluation

- A. Each employee who engages in conduct prohibited by this policy is required to be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and drug use.
  - 1. The costs associated with this evaluation shall be the responsibility of the employee, unless a collective bargaining agreement provides otherwise.
  - 2. If the substance abuse professional determines that a rehabilitation program is appropriate before the employee returns to performing safety sensitive functions, the employee is required to complete that program, including any follow-up testing directed by the substance abuse professional. The substance abuse professional shall determine if the driver has properly followed any rehabilitation program prescribed following the evaluation.
  - 3. Before an employee returns to duty requiring the performance of a safety sensitive function after engaging in conduct prohibited by this Policy, the employee shall complete a return to duty test that returns a verified negative result.
- B. The OHM BOCES shall make available to an employee who has violated this Policy information regarding the resources available for evaluating and resolving



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problems associated with the misuse of alcohol and use of drugs, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs. The OHM BOCES shall ensure that the listed substance abuse professionals do not refer the employee to the substance abuse professional's private practice, or to a person or organization from which the substance abuse professional receives remuneration, or in which the substance abuse professional has a financial interest.

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

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

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

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Adopted: 1193; NYS Labor Law, §201d  
07/10/02  
Revised: 07/12/18, 02/09/22, \_\_\_\_\_

## PERSONNEL

Policy is Required.

### FINGERPRINTING AND CRIMINAL HISTORY RECORD CHECKS FOR PROSPECTIVE EMPLOYEES

#### I. Statement of Policy

- A. The OHM BOCES shall not employ or utilize a prospective school employee unless that person has been granted a clearance for employment by the State Education Department (SED), or an emergency conditional appointment has been made in a manner consistent with this Policy and applicable Regulations of the Commissioner.
- B. The term “prospective OHM BOCES employee” means any individual who is reasonably expected to provide services that will involve direct contact with students under the age of twenty-one (21) and who is:
  - 1. seeking a compensated position with the OHM BOCES and is not currently employed by the OHM BOCES or a student enrolled in the instructional program of a grade level in such covered school;
  - 2. an employee of a provider of contracted services to the OHM BOCES who is to be placed within the OHM BOCES; or
  - 3. a worker who is to be placed within the OHM BOCES under a public assistance employment program pursuant to title 9-B of article V of the Social Services Law, directly or through contract.
- C. The term “prospective OHM BOCES employee” does not include any individual who:
  - 1. is seeking a position as a OHM BOCES bus driver or OHM BOCES bus attendant and is cleared for employment pursuant to sections 509-cc, 509-d and/or 1229-d of the Vehicle and Traffic Law after fingerprinting and a criminal history record check and whose fingerprints remain on file with Divisional of Criminal Justice Services (DCJS);
  - 2. has provided services for the OHM BOCES in the previous school year either: in a compensated position, or as an employee of a provider of contracted services to such covered OHM BOCES, or as a worker placed within the covered school under a public assistance employment program pursuant to title 9-B of article V of the Social Services Law directly or through contract; or

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3. is reasonably expected to provide services for the OHM BOCES on no more than five (5) days in the school year in which services are to be performed, provided that the OHM BOCES will be providing in-person supervision of such individual while that individual is providing such services. Individuals providing such time-limited and supervised services may include, but shall not be limited to: artists, guest lecturers and speakers, and sports officials.

- D. Clearance by SED shall also be mandatory for any other situations required by NYS Education Law, regulations, and/or SED.

II. Procedure For Clearance

- A. In situations where a prospective OHM BOCES employee has been previously fingerprinted and entered into the State Education Department's (SED) criminal history file, the individual shall notify the OHM BOCES that a file exists at SED, and the OHM BOCES shall notify SED of that fact and request clearance.

- B. In situations where a prospective OHM BOCES employee has not previously been fingerprinted and entered into the SED records, the OHM BOCES shall notify the prospective OHM BOCES employee of the fingerprinting requirement, and be advised of the fee associated with the fingerprint clearance process, and the procedure for paying the fee to SED or any authorized State vendor, and shall also be advised that: provide instructions regarding how and when the individual may arrange to complete the fingerprinting, including providing copies of necessary forms.

1. the fee may not be charged if:

- a. the fee is associated with the employee's participation in an authorized public assistance employment program, or
- b. the individual is receiving certain employment services through the Federal Temporary Assistance for Needed Families Block Grant.

The fee shall be paid by the social services district making such employment placement or assignment and the cost of such fees.

2. the individual may submit a request to the Board of Cooperative Educational Services for a waiver of the fee based on financial hardship.

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#### FINGERPRINTING AND CRIMINAL HISTORY RECORD CHECKS FOR PROSPECTIVE EMPLOYEES

##### III. Notification of Employment/Separation from Employment

When a prospective employee who was fingerprinted and cleared for employment is initially employed or leaves employment the OHM BOCES is required to notify SED on the mandated forms.

##### IV. Employment Based on Conditional Clearance

- A. To the extent permitted by law, the District Superintendent may recommend that the Board of Cooperative Educational Services make OHM BOCES a conditional appointment pending notification from SED of clearance. Before making such a recommendation, the District Superintendent shall insure that the prospective school employee has signed a statement indicating whether to the best of their knowledge they are not the subject of a pending criminal charge or a conviction in any jurisdiction outside New York State, and shall submit a request for conditional clearance to the Commissioner.
- B. If the Board of Cooperative Educational Services makes a conditional appointment, the appointment shall not be effective until the Commissioner has notified the OHM BOCES that conditional clearance has been granted.
- C. If a conditional appointment becomes effective, it shall terminate forty-five (45) days later, or when the Commissioner notifies the OHM BOCES as to whether clearance has been granted, whichever is earlier. If the Commissioner notifies the OHM BOCES that clearance for employment has been granted, the conditional appointment shall continue as a regular appointment.

##### V. Employment Based on Emergency Conditional Appointment

- A. To the extent permitted by law, the District Superintendent may recommend that the Board of Cooperative Educational Services make an emergency conditional appointment when the following conditions exist:
  - 1. a vacancy occurred less than ten (10) business days before the start of school or during any school session, including summer school, without sufficient notice to allow for clearance or conditional clearance; and
  - 2. no other qualified person is available to fill the vacancy temporarily; and
  - 3. to maintain services which the OHM BOCES is legally required to provide or services necessary to protect the health, education or safety of students or staff.

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- B. Before making such a recommendation, the District Superintendent shall insure that the prospective school employee has signed a statement indicating whether to the best of their knowledge they are not the subject of a pending criminal charge or a conviction in any jurisdiction, including New York State. The District Superintendent shall also insure that a request for conditional clearance is promptly submitted to the Commissioner.
- C. If the Board of Cooperative Educational Services makes a conditional appointment, the appointment may be made effective prior to notice from the Commissioner of conditional clearance.
- D. If an emergency conditional appointment becomes effective, it shall terminate twenty (20) business days later, or when the Commissioner notifies the OHM BOCES as to whether conditional clearance or clearance has been granted, whichever is earlier. If the Commissioner notifies the OHM BOCES that conditional clearance for employment has been granted, the emergency conditional appointment shall terminate and the appointment shall continue as a conditional appointment.

#### VI. Safety of Students who have Contact with Conditionally Employed Employees

- A. The OHM BOCES affirms its commitment to the safety of students who have contact with an employee holding a conditional or emergency conditional appointment and will ensure such employees are provided heightened supervision and complete any required training(s).
- B. Supervisors of any employee holding a conditional or emergency conditional appointment shall be informed of the basis of such appointment and be directed to supervise such employee closely. If feasible, supervisors shall be asked to assign conditionally employed individuals in a manner where they do not work alone with children.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: Chapter 179 of the Laws of 2009, 8 NYCRR 80-1.1 and 87; NYS Correction Law §§ 752 and 753; and NYS Executive Law §296(16); NYS Education Law §1950 (4)(l)

Adopted: 07/10/02

Revised: 02/12/14, 07/12/18, 07/14/21, \_\_\_\_\_




## Oneida-Herkimer-Madison BOCES

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### MEMORANDUM

To: Cooperative Board

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

Date: May 21, 2025

Subject: Approval of the creation of Materials Management Coordinator position

Prepared by: Scott Morris   
Kate Dorr  
Jake Perrin

### Background:

The OHM BOCES Food Service CoSer has experienced significant growth over the past two years, driven by the implementation of the Community Eligibility Provision (CEP) and the addition of management services for the Utica City School District. These changes have necessitated strategic improvements aligned with OHM BOCES Cooperative Board goals, particularly in employee recruitment and retention and district satisfaction.

The Operations and Logistics sub-CoSer, responsible for oversight of the Oneida-Herkimer-Madison BOCES School Food Authority (SFA), now requires additional structured leadership within the food service warehouse.

Historically, the warehouse operated with informal leadership provided by a laborer and supported by administrative staff. With administrative personnel no longer located onsite and the informal lead now serving in a substitute capacity, a clear leadership gap has emerged. The

absence of consistent oversight and formal authority has impacted day-to-day logistics and long-term planning.

The proposed Materials Management Coordinator role will:

- Manage and monitor warehouse inventory
- Place and receive routine orders for food and supplies
- Fulfill outgoing orders to component school districts
- Supervise part-time laborers
- Occasionally drive the BOCES Food Service van for deliveries
- Serve as a warehouse manager, including in potential future expansions such as in-house delivery service

This position will provide continuity, improve operational efficiency, and ensure accountability.

**Recommendation:**

It is recommended that the Cooperative Board approve the creation of a full time Materials Management Coordinator beginning in the 2025-2026 school year with a salary range from \$47,176- \$50,630 funded through the School Food Services Operations and Logistics CoSer 626.

**Resolution:**

That the Cooperative Board approve the creation the creation of a full time Materials Management Coordinator beginning in the 2025-2026 school year with a salary range from \$47,176- \$50,630 funded through the School Food Services Operations and Logistics CoSer 626.





## Oneida-Herkimer-Madison BOCES

P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
[www.oneida-boces.org](http://www.oneida-boces.org)

Scott Morris

*Assistant Superintendent  
for Support Services*


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### MEMORANDUM

To: Cooperative Board

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

Date: May 21, 2025

Subject: Approval of the creation of School Lunch Manager positions

Prepared by: Scott Morris   
Kate Dorr  
Jake Perrin

#### **Background:**

The OHM BOCES Food Service CoSer has remained stable for many years with limited staffing changes. However, the growth prompted by the addition of Utica City School District and the implementation of the Community Eligibility Provision has expanded the scope of our services. As we focus on supporting quality, district satisfaction, and workforce retention, targeted adjustments in staffing are needed.

A long-serving Cook Manager with regional training and management responsibilities is retiring at the end of the 2024–2025 school year. Her duties and compensation more closely align with the School Lunch Manager civil service title. Currently, the CoSer employs two School Lunch Managers. The addition of a third will ensure we maintain strong regional oversight and continue to provide hands-on support to participating districts, the fourth will allow for future flexibility to meet additional districts' future needs. As the retiring cook manager was paid from the A Fund, this will have an immaterial impact on the 25-26 budget.

School Lunch Managers will:

- Collaborate with the existing management team
- Provide training, monitoring, and support to Cook Managers in component schools
- Help ensure compliance with USDA and NYSED regulations
- Support menu implementation and operational consistency

This role is critical for preserving high standards across the 14+ component districts served by the OHM BOCES SFA.

**Recommendation:**

It is recommended that the Cooperative Board approve the creation of two additional full-time School Lunch Managers beginning in the 2025–2026 school year, with a salary range of \$52,000–\$62,000, funded through the School Food Services Operations and Logistics CoSer 626.

**Resolution:**

That the Cooperative Board approve the creation of two additional School Lunch Managers beginning in the 2025–2026 school year with a salary range from \$52,000–\$62,000, funded through the School Food Services Operations and Logistics CoSer 626.




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



### MEMORANDUM

To: Cooperative Board

From: Patricia N. Kilburn, Ed. D. 

Date: 6/3/25

Subject: Nurse Practitioner Layoff

Prepared by: Sarah Walker  and Christopher M. Hill 

#### Background

During the 2023-2024 school year, several school districts reduced or eliminated their requested FTE for Nurse Practitioner Service. The total FTE requested among component districts has decreased from 3.6 to 3.0. School districts such as Adirondack and Waterville are now working with school-based health clinics to provide similar services in-house. The Oriskany school district eliminated their BOCES Nurse Practitioner position and only requests per-diem service for student athletic physicals.

#### Discussion

As the 2025-2026 school year approaches, and the demand for Nurse Practitioner services remains steady, we are looking to reduce the Itinerant Nurse Practitioner staff from three full-time and one part-time employee to three full-time employees, for a total available FTE of 3.0.

#### Recommendation

It is recommended that the Cooperative Board eliminate one part-time (.6 FTE) Nurse Practitioner position.

#### Resolution

That the Cooperative Board eliminate the part-time Nurse Practitioner position




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### MEMORANDUM

To: Cooperative Board

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

Date: May 20, 2025

Subject: Approval to Enter Into Article 5G, Intermunicipal  
Cooperative Agreement

Prepared by: Scott Morris 

#### **Background:**

Oneida-Herkimer-Madison BOCES strives to conduct its business in the most effective and efficient way possible. As the business of education becomes more intricate and complicated, the administration at O-H-M BOCES finds the need for legal advice becoming more prevalent. The O-H-M BOCES is always seeking to procure this legal advice at the least cost alternative (current rate is \$130 per hour).

#### **Discussion:**

Madison-Oneida BOCES, as an outgrowth of its Labor Relations Service, has comprised a legal services team that has developed expertise in a number of areas that are common to school districts and BOCES. These services are offered through an Intermunicipal Cooperative Agreement at a rate that is very attractive compared to private sector legal services. Where appropriate, the administrative team at O-H-M BOCES would avail themselves to these legal services on behalf of the O-H-M BOCES pursuant to the Article 5G, Intermunicipal Cooperative Agreement (copy attached).

**Recommendation:**

It is recommended that the Oneida-Herkimer-Madison BOCES Cooperative Board enter into an Article 5G, Intermunicipal Cooperative Agreement with Madison-Oneida BOCES for the purpose of providing legal services to the Oneida-Herkimer-Madison BOCES effective July 1, 2025.

**Resolution:**

That the Oneida-Herkimer-Madison BOCES Cooperative Board enter into an Article 5G, Intermunicipal Cooperative Agreement with Madison-Oneida BOCES for the purpose of providing legal services to the Oneida-Herkimer-Madison BOCES effective July 1, 2025.

SM:ld

Agreement Attached

## **AGREEMENT**

The parties to this AGREEMENT are the Madison - Oneida Board of Cooperative Educational Services ("MO BOCES"), with its principal business address at 4937 Spring Road, Verona, New York 13478-0168 and Oneida-Herkimer-Madison BOCES ("OHM BOCES"), with its principal business address at PO Box 70/Middle Settlement Road, New Hartford, NY 13413.

## **RECITALS**

A. Education Law section 1950(4) (e) provides that MO BOCES, as a duly constituted board of cooperative educational services, has the power and duty to employ personnel such as attorneys to carry out its program, upon the recommendation of the district superintendent; and, MO BOCES, upon the recommendation of its district superintendent, has employed attorneys to assist it in carrying out its program.

B. OHM BOCES is established as a Board of Cooperative Educational Services under the New York State Education Law; Section 1950(4) (e) of the Education Law authorizes BOCES' to employ personnel such as attorneys to assist it in carrying out its duties; and, the OHM BOCES' board of education desires to employ one or more attorneys to assist it in carrying out its duties under the Education Law.

C. New York State General Municipal Law, Article 5-G authorizes MO BOCES and OHM BOCES each to enter into an intermunicipal agreement to carry out any function or responsibility each has authority to undertake alone.

D. MO BOCES and OHM BOCES have undertaken a reasonable review of the cost of separately employing one or more attorneys and have determined that obtaining such services by jointly hiring one or more attorneys will afford best value to each organization.

## **COVENANTS**

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, receipt of which is acknowledged by both parties, it is agreed as follows:

1. **TERM:** The term of this AGREEMENT shall begin on July 1, 2025, and shall extend through and including June 30, 2026.
2. **EMPLOYMENT OF AN ATTORNEY:** MO BOCES agrees that it will employ one or more attorneys duly licensed to practice law in the State of New York, whose services will be available to OHM BOCES upon the terms set forth in this Agreement.
3. **EQUIPMENT AND OTHER RESOURCES:** MO BOCES shall be responsible for providing the jointly employed attorney(s) with office space, office and support staff, equipment, supplies, and professional resources necessary to provide professional services to MO BOCES and OHM BOCES.
4. **COMPENSATION:** The parties agree that the jointly employed attorney(s) shall be considered to be employed by MO BOCES for purposes of payroll administration, pension service reporting and all other benefits. MO BOCES agrees to provide OHM BOCES with such information that

may be necessary for OHM BOCES to satisfy its reporting obligation under Education Law Section 2053.

To insure that the expense incurred by OHM BOCES is proportionate to the services received by OHM BOCES, the parties agree that OHM BOCES will compensate MO BOCES on an hourly basis for work performed by the attorney(s) on behalf of OHM BOCES. Specifically, OHM BOCES agrees to reimburse MO BOCES at the rate of \$145.00 per hour for those services. For greater efficiency, the support staff employed by MO BOCES may include one or more paralegals and/or legal support personnel. OHM BOCES agrees to reimburse MO BOCES at the rate of \$50.00 per hour for services performed by paralegals and/or legal support personnel.

OHM BOCES agrees that MO BOCES may require the payment in advance of out-of-pocket expenses (disbursements) such as filing fees, transcript fees, witness fees, service of process, and significant printing or copying charges.

5. **INVOICES:** MO BOCES shall provide OHM BOCES with periodic invoices. The invoices shall provide a reasonably specific description of the services performed, and shall separately specify charges for professional services and charges for disbursements. OHM BOCES shall remit payment to MO BOCES within thirty (30) days of the date of the invoice.
6. **ATTORNEY-CLIENT RELATIONSHIP:** MO BOCES and OHM BOCES are distinct entities, and, thus, each will have a distinct attorney-client relationship with any jointly employed attorney that performs services for either of them. Each jointly employed attorney shall act to maintain client loyalties and client confidences in accordance with the New York State Code of Professional Responsibility.
7. **CONFLICT OF INTEREST:** If circumstances arise that constitute a conflict of interest between MO BOCES and OHM BOCES, as defined by the New York State Code of Professional Responsibility, then, as to that matter, no jointly employed attorney, and no attorney employed by MO BOCES or OHM BOCES as staff or in-house counsel, shall represent either MO BOCES or OHM BOCES.
8. **PROFESSIONAL LIABILITY INSURANCE:** MO BOCES shall maintain professional liability insurance coverage applicable to the professional services provided by the jointly employed attorney(s) to OHM BOCES, in the amount of at least one million dollars. The shared cost of this insurance is reflected in the compensation arrangement established in paragraph 4. The limits and coverage of this policy shall be the parties' sole remedy in the event of loss experienced due to the culpable conduct of one or more of the jointly employed attorney(s); and, neither party shall have any obligation to indemnify the other in the event of such loss.
9. **NON ASSIGNMENT:** This AGREEMENT may not be assigned by either PARTY, or its right, title or interest therein assigned, transferred, conveyed or otherwise disposed of without the previous consent, in writing, of the other PARTY and any attempts to assign the contract without such written consent will be null and void.
10. **DISPUTE RESOLUTION:** In the event either PARTY has a dispute relating to this AGREEMENT, including but not limited to the applicability of professional standards for work undertaken by the joint employee, it shall provide written notice to the other PARTY of such dispute and include a detailed description of the nature of the dispute and proposed method of resolution. Within seven (7) calendar days of receiving such notice, the receiving PARTY shall

contact the disputing party and a mutually acceptable time shall be set for the PARTIES to meet and discuss the resolution. Both PARTIES shall provide documentation or other information useful for resolution of such dispute. Both PARTIES shall make a good faith effort to resolve such dispute in a mutually acceptable and timely manner. In the event the PARTIES cannot agree to resolve such dispute, either PARTY may exercise its right to terminate pursuant to paragraph eleven (11) of this AGREEMENT.

11. **TERMINATIONS:** Both PARTIES reserve the right to terminate this AGREEMENT upon providing thirty (30) days written notice to the other PARTY provided, however, that prior to providing such notice the PARTY seeking termination shall participate in dispute resolution as described in paragraph ten (10) of this AGREEMENT.

12. **NOTICES:** Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have been validly made or given when delivered personally or when received if properly deposited with the United States Postal Services, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:

(a) **If to OHM BOCES:**

Dr. Patricia N. Kilburn, District Superintendent  
Oneida-Herkimer-Madison BOCES  
Middle Settlement Road, PO Box 70  
New Hartford, NY 13413

(b) **If to MO BOCES:**

Mr. Scott Budelmann, District Superintendent  
Madison – Oneida BOCES  
4937 Spring Road / PO Box 168  
Verona, NY 13478 - 0168

13. **HEADINGS:** Headings or titles of sections are for convenience of reference only and do not constitute a part of this AGREEMENT.

14. **FULL AGREEMENT:** This AGREEMENT constitutes the full agreement between the parties. This Agreement may not be amended or modified by either party except by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day and year written below.

\_\_\_\_\_  
For the OHM BOCES

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the MO BOCES

\_\_\_\_\_  
Date



**CERTIFICATION BY OHM BOCES BOARD CLERK**

I, \_\_\_\_\_, Clerk of the Board of Education for the Oneida-Herkimer-Madison BOCES, do certify that an AGREEMENT for certain staff attorney functions between the Madison - Oneida BOCES and the Oneida-Herkimer-Madison BOCES was duly approved by a majority vote of the voting strength of the Board of Education on \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF OHM BOCES BOARD CLERK

\_\_\_\_\_  
Date

**CERTIFICATION BY MO BOCES BOARD CLERK**

I, \_\_\_\_\_, Clerk of the Board of Education for the Madison - Oneida BOCES do certify that an AGREEMENT for certain staff attorney functions between the Madison - Oneida BOCES and the Oneida-Herkimer-Madison BOCES was duly approved by a majority vote of the voting strength of the Board of Education on \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF MO BOCES BOARD CLERK

\_\_\_\_\_  
Date




## Oneida-Herkimer-Madison BOCES

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### MEMORANDUM

To: Cooperative Board

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

Date: May 30, 2025

Subject: Approval of Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES  
Lease Agreement 2025-2026

Prepared By: Scott Morris 

#### **Background:**

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

#### **Discussion:**

As the geographical area under the jurisdiction of the lead agency is quite large, the individuals employed by the Support Center are housed in various locations in order to better facilitate serving designated school districts. Oneida-Herkimer-Madison BOCES has been asked by the lead agency to house a staff member who serves our designated districts. The Jefferson-Lewis BOCES has developed, in conjunction with administration at Oneida-Herkimer-Madison BOCES, a lease agreement to compensate Oneida-Herkimer-Madison BOCES for housing the Support Center staff at the Oneida-Herkimer-Madison BOCES, New Hartford location. Attached is a lease agreement for the period of July 1, 2025 through June 30, 2026. The agreed upon rent is \$10,000.

**Recommendation:**

It is recommended that the Oneida-Herkimer-Madison BOCES Cooperative Board approve the attached lease agreement for the 2025-2026 school year in the amount of \$10,000.

**Resolution:**

That the Oneida-Herkimer-Madison BOCES Cooperative Board approve the attached lease agreement for the 2025-2026 school year in the amount of \$10,000.

SM:ld  
Attachment

**Lease Agreement  
2025-2026**

INDENTURE OF LEASE made July 1, 2025 between **ONEIDA-HERKIMER-MADISON BOCES**, with district offices at 4747 Middle Settlement Road, New Hartford, N.Y. 13413 (“Landlord”) and **JEFFERSON-LEWIS-HAMILTON-HERKIMER-ONEIDA BOCES**, 20104 St. Rt. 3, Watertown, N.Y. 13601, (“Tenant”).

**Article 1      Demised Property**

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

**Article 2      Term**

- 2.1      Term. The Term of this Lease shall be for a period of one (1) year. The Lease term shall commence on **July 1, 2025** and terminate on **June 30, 2026**.

**Article 3      Rent**

- 3.1      Rent. The Tenant covenants and agrees to pay Landlord, as rent for the Property during the Term of the Lease, the sum annual of **Ten Thousand Dollars and Zero Cents (\$10,000.00); payable as parties agree**. This sum annual is inclusive of all phone, internet, work orders, mailings, and photocopy charges.
- 3.2      The payable for the 2025-2026 school year is **\$10,000.00**.
- 3.3      Security Deposit. The Tenant is not required to tender a security deposit. However, Tenant shall surrender the Property at the termination of the Lease in good condition, excepting normal wear and tear. Tenant shall be responsible for all damages to the Property in excess of normal wear and tear.

**Article 4      Approval**

- 4.1      Compliance with Requirements. Tenant shall promptly procure, maintain and comply with all permits, licenses and other authorizations required for the Tenant’s use of the Property and the lawful operation, maintenance, and repair of the Property or any part thereof. Tenant will not do any act or thing which constitutes a public or private nuisance.
- 4.2      Approval. This Agreement is subject to the approval of the New York State Department of Education.

## **Article 5      Liens**

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

## **Article 6      Maintenance**

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

## **Article 7      Indemnification**

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

## **Article 8      Notices**

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

## **Article 9      Insurance**

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

## **Article 10     Purpose**

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

## **Article 11     Assignment, Subletting**

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

11.2 Subletting. Tenant shall not sublet the Property.

## **Article 12 Surrender**

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

## **Article 13 Events of Default, Remedies**

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

## **Article 14 Amendments**

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

## **Article 15 Miscellaneous**

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

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

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

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

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

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

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



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

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

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

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

**Oneida-Herkimer-Madison BOCES, Landlord**

By: \_\_\_\_\_  
President, BOCES Board

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

By: \_\_\_\_\_  
President, BOCES Board

STATE OF NEW YORK )  
 )S.S:  
COUNTY OF \_\_\_\_\_)

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

---

NOTARY PUBLIC

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

---

NOTARY PUBLIC




## Oneida-Herkimer-Madison BOCES

P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
[www.oneida-boces.org](http://www.oneida-boces.org)

Scott Morris  
*Assistant Superintendent  
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### MEMORANDUM

To: Cooperative Board

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

Date: May 15, 2025

Subject: Approval of Cooperative Bidding Agreement/  
Madison-Oneida BOCES

Prepared By: Scott Morris 

#### **Background:**

The Oneida-Herkimer-Madison BOCES participates with a number of cooperative bidding consortiums throughout the state in an effort to obtain favorable pricing for the purchases of goods and services. These goods and services may be used directly by the BOCES or in consort with the component districts of the OHM BOCES. The coordinating entity typically requires the Boards of participating entities to authorize by resolution to enter into an agreement that outlines the bidding process that will be used in the procurement of goods and/or services.

#### **Discussion:**

The Oneida-Herkimer-Madison BOCES typically participates with the Madison-Oneida BOCES in a cooperative bid for various school supplies and school lunch commodities. The agreement, copy attached, outlines the process used by Madison-Oneida BOCES for these cooperative bid purchases.

**Recommendation:**

It is recommended that the Cooperative Board of Oneida-Herkimer-Madison BOCES approve participation with the Madison-Oneida BOCES for the cooperative bid purchase of various school supplies and/or school lunch commodities.

**Resolution:**

That the Cooperative Board of Oneida-Herkimer-Madison BOCES participates with the Madison-Oneida BOCES for the cooperative bid purchase of various school supplies and/or school lunch commodities.

SM: ld  
Attachment

## COOPERATIVE BIDDING AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the MADISON-ONEIDA BOARD OF COOPERATIVE EDUCATIONAL SERVICES, organized and existing pursuant to Section 1950 of the Education Law, with its officer and principal place of business located at Spring Road, Verona, New York (hereinafter referred to as "BOCES"), and ONEIDA-HERKIMER-MADISON BOARD OF COOPERATIVE EDUCATIONAL SERVICES (hereinafter referred to as "the Participant").

### WITNESSETH

WHEREAS, pursuant to Section 119-0 of the General Municipal Law of the State of New York, the BOCES does presently offer a cooperative bidding program in which various school districts and local government entities participate in the bidding and purchase of supplies and equipment on a collective scale, and

WHEREAS, the Participant is a duly qualified municipal corporation as defined by Section 119-n(a) of the General Municipal Law and desires to participate as a member of said cooperative venture, and

WHEREAS, the parties hereto desire to set forth their various rights, duties and responsibilities into an Agreement.

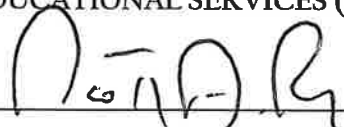
NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The Participant hereby agrees to utilize the services of the Cooperative Bidding Program of the BOCES for the procurement of various types of school supplies and school lunch commodities for the school year 2025-2026, said time period to extend to June 30, 2026, with the option to renew for an additional one (1) year period only by written mutual consent.
2. The Participant, by and through its Purchasing Department, agrees to act in accordance with the BOCES cooperative bidding procedures. Specifically the Participant agrees to furnish BOCES, if requested and the Participant desires, with an estimated minimum number of units that it wishes to purchase the particular item or items being presented for bid.
3. Specifications shall be developed collaboratively by the Advisory Committee. BOCES shall then include said estimates within its specifications for the purchase of said commodity and advertise for competitive bidding pursuant to the laws of the State of New York relating to public bids and contracts for the purchase thereof. BOCES shall also include within said specifications, where appropriate, the name of the school district and the delivery locations.

4. Upon opening of sealed bid submissions, the Participant shall be entitled to review and analyze the state prices requested. The review is accomplished by a committee of district representatives, each appointed by their respective Boards of Education. Specialty Board items can be reviewed by staff experts of each district, as delegated to the Advisory Committee by the official district representative. If the Cooperative Bidding Coordinator for BOCES received no objection from the Advisory Committee after their analysis of the bids received, then the Participant shall be hereby committed to purchase any quantities of the commodity in question from the Board winning vendor as awarded by the BOCES, based upon the analysis of the Review Committee of district representatives.
5. Upon the award of a bid by the Madison-Oneida Board of Education, a copy of said award shall be mailed to the Participant. Said award shall constitute a commitment from a vendor, thereby permitting the Participant to issue purchase orders for the delivery of the commodity in question in the quantities and at the delivery locations directed by the Participant.
6. The Participant shall not accept and make bid awards for commodities subject to this cooperative bidding independently and on its own behalf during the period in which BOCES is advertising for the same commodities or service except in the case of emergency or hardship.
7. The Participant desires and the BOCES agrees that the School Business Official or other District official of the Participant shall sit as a participating member of the BOCES Advisory Committee for Cooperative Bidding.
8. The terms and conditions of this Agreement and the authority thereof shall be governed by the terms and conditions set forth in Article 5-G, Sections 119-m, et al, of the General Municipal Law of the State of New York.
9. The Participant hereby covenants and agrees to accept sole responsibility for the payment due any vendor for all charges associated with the sale and delivery of those materials requested by the Participant. The Participant further agrees to hold harmless, indemnify, and defend the BOCES from all claims, actions, costs, expenses, and judgments that may arise from the purchases and delivery of the commodity in question for the Participant.
10. The parties hereto covenant and agree that this Agreement, although executed by an authorized representative of the Participant, shall be considered valid only when accompanied by the companion resolution adopted by the Board of Education for the participant authorizing the execution of this Cooperative Bidding Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

MADISON-ONEIDA BOARD OF  
COOPERATIVE EDUCATIONAL SERVICES (BOCES)

  
\_\_\_\_\_  
*District Superintendent*

PARTICIPANT

\_\_\_\_\_  
*District Superintendent*

RESOLUTION OF BOARD OF EDUCATION OF  
ONEIDA-HERKIMER-MADISON BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
(Regarding Cooperative Bidding)

WHEREAS, it is the plan of a number of public school districts and MADISON-ONEIDA BOCES during the 2025-2026 school year to bid jointly for the purchase of various types of school supplies and school lunch commodities (the "Commodities"); and

WHEREAS, the ONEIDA-HERKIMER-MADISON BOARD OF COOPERATIVE EDUCATIONAL SERVICES ("the Participant") is desirous of participating in the joint bidding of the Commodities, as authorized by General Municipal Law, Section 119-0; and

WHEREAS, this Board of Education has received and reviewed an agreement governing its rights and responsibilities should it elect to participate in the joint bidding of the Commodities ("the Agreement"); and

WHEREAS, this Board of Education wishes to appoint a district administrator as a member of a BOCES-wide committee to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, reporting the results to this Board of Education and making recommendations thereof, all in accordance with the board of Education's powers under relevant law and pursuant to the terms of the Agreement;

BE IT RESOLVED, that the Board of Education hereby appoints Scott Morris to represent it in all matters related above (the "Committee"); and

BE IT FURTHER RESOLVED, that in accordance with the Agreement, a copy of which is annexed hereto, the Board of Education agrees (1) to assume its equitable share of the costs of the cooperative bidding; (2) to abide by majority decisions of the participating districts on quality standards; (3) to award bid item purchases according to the recommendations of the Committee, unless all bids are rejected; and (4) to negotiate directly with the successful bidder(s) after the awarding of contract(s).

CERTIFICATION OF DISTRICT CLERK

I, \_\_\_\_\_, District Clerk of the ONEIDA-HERKIMER-MADISON BOARD OF COOPERATIVE EDUCATIONAL SERVICES Board of Education, hereby certify that the above resolution was adopted by the required majority vote of the Board of Education at its meeting held on \_\_\_\_\_, 20\_\_.

DATED \_\_\_\_\_ SIGNATURE \_\_\_\_\_






## Oneida-Herkimer-Madison BOCES

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



### MEMORANDUM

To: Cooperative Board

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

Date: May 15, 2025

Subject: Approval of Center for Family Life and Recovery contract

Prepared by: Christopher Hill   
Kevin Healy 

#### Background

The Center for Family Life and Recovery (CFLR) is a NYS OASAS Credentialed Prevention Provider serving individuals from pre-birth through the lifespan. It offers vital prevention services addressing mental health, substance use, and behavioral challenges in Utica, Rome, Camden, Herkimer, and Syracuse. It has also been a recognized Prevention Council in Oneida County under NYS OASAS, providing comprehensive prevention services for children, families, schools, and communities.

#### Discussion

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

The prevention services offered by the Center for Family Life and Recovery (CFLR) are designed to support a child's well-being comprehensively through three levels of intervention, creating a holistic system that fosters social, emotional, mental, and behavioral development. Their approach recognizes the importance of collaboration between school, family, and community to enhance a child's overall health.

Services available through CFLR include:

- Tier 1, Universal Prevention

The program offers services for all students and the wider community. This includes evidence-based programs like Second Step and Life Skills, often integrated into classes. It also involves expert presentations, national campaigns raising awareness on topics like suicide and addiction prevention, and primary services such as text alerts, social media, resource access, parenting education, and informational presentations. The main goal is to educate everyone about risky behaviors, build resilience, promote mental health support, and reduce stigma while making resources more accessible.

- Tier 2, Secondary Prevention

The program offers more focused services for a smaller group of "At-Risk" students needing extra support. This involves pinpointing these students and addressing specific community issues through targeted protective factors. Services include short-term individual education, parent involvement, continued home-based prevention, increased teaching of positive behaviors, individualized assessments with evidence-based programs, individual or small group interventions, Compeer mentoring, and positive after-school activities.

- Tier 3, Tertiary Prevention

The program provides highly specialized and intensive services for the few students at the highest risk. These individualized services are closely monitored and tailored to the student and their family's needs. Examples include intensive behavior intervention, rigorous monitoring, and collaboration with specialized student/family-driven services and external agencies. This tier often involves wraparound services, coordinating support from Family Peer Advocates, Family Support Navigators, Recovery Peer Advocates, Probation/Court/CPS, SROs, and other partners, utilizing evidence-based programs.

### **Recommendation**

It is recommended that the Cooperative Board approve the service contract for the Center for Family Life and Recovery for the 2025-2026 school year and make their services available to our component districts through the Community School Resources CoSer.

### **Resolution**

That the Cooperative Board approve the service contract for the Center for Family Life and Recovery for the 2025-2026 school year and make their services available to our component districts through the Community School Resources CoSer.




## Oneida-Herkimer-Madison BOCES

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### MEMORANDUM

To: Cooperative Board

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

Date: May 14, 2025

Subject: Approval of commercial lease with Holy Trinity Roman Catholic Church

Prepared by: Scott Morris 

#### **Background:**

Oneida-Herkimer-Madison BOCES has long been a provider of Alternative Education programming for its component districts. Most recently, the Alternative Education program has been housed at off-campus facilities on Lincoln Avenue and at Mohawk Valley Community College.

#### **Discussion:**

The alternative education program known as Middle Settlement Academy at Lincoln Ave has been located at 1214 Lincoln Avenue, Utica, New York pursuant to terms of lease dated July 1, 2022 to June 20, 2025. The lease relationship with the landlord, Holy Trinity Roman Catholic Church, has been very positive. The number of students that participate in the alternative education program necessitates the continued leasing of space in off-campus facilities.

#### **Recommendation:**

That the Cooperative Board authorize the District Superintendent to enter into a Commercial Lease with Holy Trinity Roman Catholic Church.

#### **Resolution:**

That the Cooperative Board authorize the District Superintendent to enter into a Commercial Lease with Holy Trinity Roman Catholic Church.

Attached: Commercial Lease Agreement

## LEASE AGREEMENT

This LEASE AGREEMENT, made this                      day of June, 2025 by and between HOLY TRINITY ROMAN CATHOLIC CHURCH, with offices located at 1206 Lincoln Avenue, Utica, New York 13502 ("**Landlord**") and the ONEIDA-HERKIMER-MADISON BOARD OF COOPERATIVE EDUCATIONAL SERVICES with offices located at 4747 Middle Settlement Rd, New Hartford, NY 13413 ("**Tenant**").

Landlord and Tenant may sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Tenant is seeking to lease the school building commonly known as Holy Trinity Elementary School located at 1214 Lincoln Avenue, Utica, New York 13502, consisting of approximately 36,000 square feet of building space, in addition to access roads and parking areas adjacent thereto and part of tax map parcel 318.048-0003-070.001/0000 from Landlord for use as offices, student instruction, administrative purposes, and related activities; and

WHEREAS, the Landlord desires to lease such space to Tenant on the terms set forth herein; and

NOW, THEREFORE, in consideration of the promises set forth herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### ARTICLE 1 - RECITALS

1. Recitals: The recitals set forth above shall be incorporated into this Lease as if fully set forth herein.

### ARTICLE 2 - PREMISES

2. Property: Subject to the terms and conditions set forth herein, Landlord, for and in consideration of the covenants and agreements set forth in this Lease, hereby leases and grants to Tenant the school building commonly known as Holy Trinity Elementary School located at 1214 Lincoln Avenue, Utica, New York, consisting of approximately 36,000 square feet of building space, in addition to access roads and parking areas adjacent thereto and part of tax map parcel 318.048-0003-070.001/0000 as described in Exhibit "A" hereto (referred to herein as the "Property" or "Premises"), specifically excluding from the Property demised to Tenant, the following: (a) garage attached to the building, (b) the middle parking lot, and (c) the building and grounds surrounding the same, at 1218 Lincoln Avenue, Utica, NY 13501, also known as tax map parcel #318.48-3-70.2, subject to request made of Landlord by Tenant and upon Landlord's written consent issued to Tenant, have temporary use of the middle parking lot.

2.01 Tenant and Landlord shall have concurrent use of the gymnasium and kitchen facilities in the Property at times when the use by Tenant is not exclusive and at such other times and dates as agreed upon by the parties.

2.02 Following the Commencement Date, Tenant shall have exclusive use of the Property between the hours of 7:00 AM and 5:30 PM Monday through Friday and at such other times and dates as mutually agreed upon by the parties. The parties agree that Landlord and its invitees shall be able to use the classrooms and parking lots at the Property to conduct religious education classes and other events at dates and times mutually agreed upon by the parties. In addition, the parties agree that Landlord shall have use of the Property kitchen and gymnasium facilities to hold BINGO on Saturday evenings along with using the facilities at the Property the first Sunday after Labor Day each year for the Parish Festival. Landlord agrees that when it uses the Property or any other premises being leased by Tenant under this Lease, Landlord shall return the area being used to the same condition as it was prior to Landlord's use thereof.

### ARTICLE 3 - TERM; RENT; OCCUPANCY

3.1 Term. The term of this Lease shall commence on July 1, 2025 (the "**Commencement Date**") and shall terminate on June 30, 2028 (the "**Term**").

3.2 Rent. In consideration of the covenants and obligations herein undertaken by Landlord, Tenant shall pay to Landlord initial annual base rent of ONE HUNDRED-TWENTY THOUSAND Dollars (\$120,000.00) (the "**Base Annual Rent**") during the Term. Base Annual Rent shall be payable monthly during the Term of this Lease, at initial monthly payments of TEN THOUSAND Dollars (\$10,000.00). Base Annual Rent shall adjust on each anniversary of this Lease during its term, increasing by five percent (5.00%) each year of the Term. Monthly payments shall increase by FIVE Percent (5.00%) upon adjustment of Base Annual Rent.

3.2.1 Base Annual Rental shall accrue hereunder from the Commencement Date, and shall be payable at the place designated for the delivery of notices to Landlord at the time of payment. Base Annual Rent payable monthly may be tendered by Tenant by depositing said rental payment in the United States mail postage prepaid, addressed to Landlord at the address designated in the caption of this Lease, or such other address as Landlord may, from time to time, designate in writing.

3.2.2 Tenant shall pay the rent to Landlord in monthly installments in the amount specified in Paragraph 3.2 above. The first such monthly installment shall be due and payable on or before the Commencement Date, and subsequent installments shall be due and payable on or before the first day of each succeeding calendar month during the Lease Term.

3.2.3 If any monthly rental payment required by this Paragraph is not tendered to Landlord within fifteen (15) calendar days after the due date, there shall be added a late charge of \$100.00.

#### ARTICLE 4 - USE OF PREMISES

4.1. Tenant shall use and occupy the Property during the Term to operate offices, only in furtherance of Tenant's regular and customary business, student instruction, administrative purposes, and related activities. Landlord represents that it has no knowledge that the Property cannot be lawfully used for such purposes.

#### ARTICLE 5 - CONDITIONS PRECEDENT TO LEASE

The obligation of Tenant to enter into this Lease and to fulfill any of its obligations under this Lease shall be subject to the following conditions (collectively, the "**Tenant Contingencies**"):

5.1 This Lease shall not be effective unless and until the same shall have been approved, in writing, by the Commissioner of Education in accordance with Section 1950(p)(a) of the Education Law.

5.2 This Lease and any modifications are contingent upon compliance with the State Environmental Quality Review ("SEQR") process.

5.3 This Lease and any modifications are contingent upon the issuance of a Certificate of Occupancy by the State Education Department Office of Facilities Planning.

5.4 Any renewal of the lease is subject to approval of the Commissioner of Education.

5.5 This Lease and any modifications are subject to approval of the Tenant's Board of Education.

#### ARTICLE 6 - RESPONSIBILITIES OF LANDLORD

##### 6.1 Maintenance.

Landlord shall, at Landlord's sole cost and expense, maintain the structural integrity of the Property, including without limitation, the roof, foundation, exterior walls, and shall maintain, repair and replace as necessary, at its sole cost and expense, all water, sewer or utility pipes, and water or utility meters serving the Property. Tenant shall give notice to Landlord or Landlord's agent of the need for repairs or maintenance of which Tenant has actual knowledge. The Landlord shall proceed promptly to make such repairs or replacements, or perform such maintenance as is required. All repairs, replacements and maintenance shall be done in a commercially reasonable fashion within a reasonable time. If repair requirements are deemed in Landlord's reasonable opinion to have met reasonably commercial standards and Tenant indicates in writing that such repair(s) do not meet with the regulations of the Commissioner of Education of the State of New York, Compilation of Codes Rules and Regulations ("NYCRR") Title 8 Part 155, then Tenant shall cause compliance therewith at Tenant's expense.

6.2 Landlord Insurance Requirements. Landlord shall maintain its property and liability insurance policies on the Property during the Term of this agreement. The premiums for such

insurance shall be paid by Landlord, as required, and Tenant shall be furnished with proof of insurance at least annually.

6.3 Indemnification. On or after the Commencement Date, it is agreed that Landlord, including its successors and assigns, indemnify, protect, defend and hold harmless Tenant, including its successors and assigns, from and against all costs, expenses, liabilities of any kind or nature arising from and against, or related to, a breach or inaccuracy of Landlord's representations and/or warranties under this Lease.

6.5 Improvements and Capital Expenditures. Landlord shall be responsible for capital improvements, and capital expenditures of replacement or repairs of a structural nature, including capital repairs to the existing HVAC boiler system, with all capital repairs or capital expenditures with respect to the sidewalks, electrical systems, plumbing, driveways, and exterior landscaping serving the Premises. Capital expenditures refer to costs relating to the maintenance, repairs or replacement of the roof, boiler, foundation, exterior walls, HVAC and structure.

## ARTICLE 7 - TENANT'S OBLIGATIONS

7.1 Maintenance and Repairs. Tenant shall take good care of the Property and shall be responsible for any and all damages to the premises caused by Tenant's occupancy. At the end or other expiration of the Term, Tenant shall deliver the Property in as good order and condition as on the date of Lease Commencement, damages by the elements and reasonable wear and tear excepted, with all improvements made by Tenant with Landlord's written consent, both to make such improvement and to permit such improvement to remain without removal upon termination of this Lease, then such improvement may be made, and may remain; and any improvement made by Tenant either without Landlord's written consent, or without written consent of Landlord permitting such improvement to remain upon Lease termination, shall be subject to removal by Tenant, at Tenant's cost, restoring the Property to its condition prior to such improvement.

7.2 Tenant Insurance Requirements. Tenant shall carry adequate comprehensive general liability insurance with limits of not less than THREE MILLION Dollars (\$3,000,000.00) per person per occurrence. Tenant shall also maintain automobile liability coverage on owned and rental vehicles parked by the Tenant or Tenant's employees, guests, invitees or contractors with policy limits of not less than ONE MILLION Dollars (\$1,000,000.00) and Workers' Compensation at statutory limits, as well as an employer's liability policy with a policy limit of not less than statutory limit.

7.3 Compliance with Laws. Each Party shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local governments and of any and all their departments and bureaus applicable to the Property, for the correction, prevention, abatement of nuisances or other grievances, in, upon, or connected with the Property during the Term, as caused by such party or its employees, guests, invitees or contractors. Tenant acknowledges that the Property contains asbestos or possible asbestos-containing materials, in certain tiles in the building on the Property, and Tenant accepts all risk and liability of such materials and any remediation, if any. If Tenant elects to or is required to remediate the same, all remediation shall

be accomplished by Tenant with licensed asbestos contractors, at Tenant's expense. Tenant or its contractor(s) shall dispose of such materials at their expense in accordance with all applicable environmental laws, rules, regulations and statutes.

7.4 Landlord shall maintain and keep in good repair the roof, foundation, and exterior walls. Landlord shall also repair or replace as necessary all existing water, sewer and gas lines, and will make all structural repairs, except that Landlord shall not be required to make any repairs caused solely by the negligent act or omission of Tenant, its agents, employees, sublessees, licensees, invitees, students, and concessionaires. In the event that the buildings should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord.

7.5. Upon the Commencement Date, Tenant accepts the Property in "as-is" condition and shall keep the Property in good, clean condition and shall at its cost and expense make all needed repairs and replacements of any and all damages to the Property created solely as a result of Tenant's or its guests, agents, employees, sublessees, licensees, invitees, students, and/or concessionaires, negligent acts or omissions in its use and care of the Property. If any such repairs required to be made by Tenant hereunder are not made within ninety (90) days after written notice delivered to Tenant by Landlord, unless required to be made at an earlier date to avoid continuing harm to the Premises, persons, or an escalation of adverse conditions to the Premises, Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result in its business by reason of such repairs, and Tenant shall pay to Landlord on demand, as additional rental hereunder, the cost of such repairs. At the expiration of this Lease, Tenant shall surrender the Property in good clean condition, reasonable wear and tear excepted.

7.6 Assignment/Subletting. Tenant, its successors, representatives, executors or administrators, shall not assign this Lease, or underlet or underlease the Property, or any part thereof, without Landlord's prior written consent.

7.7 Signs. Tenant shall be permitted to place a sign or signs in or about the entrance to the Property or any other part of the Property. Tenant shall not place any such sign or signs that violate applicable municipal codes. All signs are to be removed upon Lease termination by Tenant, at Tenant's sole cost and expense, and Tenant will restore the Property and building to their pre-signage condition.

7.8 Right of Entry. Tenant agrees that Landlord and Landlord's agents and other representatives shall have the right to enter into and upon the Property, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. Such right of entry shall be upon reasonable notice to Tenant. In the event of any such entry, Landlord shall comply with Tenant's visitation policies.

7.9 Operating Expenses. Subject to the provisions hereinafter set forth, Tenant shall be responsible for the payment of Operating Expenses for the Property as of the Commencement Date. As used in this Lease, "Operating Expenses" refers to the costs relating to the maintenance and repair of all



fixtures, doors, windows, glass, plate glass, flooring/floor coverings, ceilings, walls, tile, bathroom fixtures lighting, and hardware, in connection with the operation of the Property, maintenance and upkeep of kitchen equipment utilized by Tenant, all janitorial services for the building, disposal of all garbage and waste from the Premises in accordance with law; and maintenance of locks and security systems. In the event that Landlord shall pay any Operating Expenses, Tenant shall reimburse Landlord as additional rent in the following installment of rent due, the amount paid by Landlord.

7.10 Snow and Trash Removal. Tenant will be responsible for all snow removal, trash removal, custodial duties, and grass maintenance. Landlord may, when feasible and at its discretion, plow the areas used by the Tenant for a share of the cost incurred by the Landlord, which service the Tenant shall reimburse to the Landlord upon notice by the Landlord. Landlord shall not be responsible to Tenant for any injuries or damages to the Tenant, its guests, agents, employees, sublessees, licensees, invitees, students, and/or concessionaires.

7.11 Utilities. Where utilities are separately metered, the Tenant shall place said utilities in its name and be responsible for the payment of said utilities (e.g., electric, gas, water, sewer, telephone, internet, cable) supplied to the Property as of the Commencement Date. Where utilities are not separately metered but combined with other property owned by the Landlord, Landlord shall be responsible for the payment of the utilities and Tenant shall reimburse Landlord FIFTY Percent (50%) or one-half (1/2) of the costs thereof, as additional rent, within fifteen (15) days after presentation of the bill to Tenant.

7.12 Window Air conditioning Units. Installation, care, repair and maintenance of any window air-conditioning units shall be the responsibility of the Tenant. The Tenant shall be responsible for removing the window insert air conditioning units from outside windows during the heating season which shall be considered November 1 – March 31.

## ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

8.1 Title. Landlord represents and warrants to Tenant that Landlord holds legal title to the Property in its name, and has all necessary right, title and authority to enter into this Lease and perform Landlord's obligations hereunder.

8.2 Health and Safety. Landlord has no knowledge that the Property does not meet all minimum applicable standards for the health, safety and comfort required for occupants and the intended use herein.

8.3 Compliance with Laws. The real property upon which the Building and the Property are located, the Property and Tenant's proposed use of the Property as provided in this Lease, will comply during the Term, in all material respects, with the applicable restrictive covenants, agreements, zoning and subdivision ordinances, and all applicable building codes, laws and regulations, including, without limitation, those governing asbestos and NYCRR Title 8, Part 155.4.

8.4. Subject to applicable building codes and zoning ordinances, Tenant may make any nonstructural alterations, additions, or improvements to the Property if it obtains the prior written

permission of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. All alterations, additions, improvements, and fixtures which may be made or installed by either party in the Property shall remain on and be surrendered with the Property and become the property of Landlord at the termination of the Lease, unless Landlord requests their removal, in which event Tenant shall remove the same and restore the Property to their original condition at Tenant's expense.

8.5 Landlord shall have the right to enter on the Property at reasonable times for the purpose of inspecting same, or of making repairs to the Property, or making repairs, alterations, or additions to adjacent premises, or of showing the Property to prospective purchasers, lessees or lenders.

8.6 In the event of an emergency, Landlord and/or its agents shall be permitted to enter on the Property without notice or consent of Tenant to make all repairs necessary to prevent harm or damage to the buildings on the Property or other persons.

8.7 The Landlord shall retain all keys to all doors within and into the Property and may at all times, in appropriate instances enter the demised premises to make emergency repairs or for health and safety of persons. No locks shall be changed without the prior written consent of Landlord and Tenant agrees that if any locks are changed, Tenant shall promptly provide Landlord with duplicate keys.

8.8 Environmental Matters. The following definitions shall be applicable to this Section and wherever used elsewhere in this Lease:

- (i) "Environmental Condition" means any condition with respect to the Building, the Property or the land on which the Property is located (collectively referenced in this Section as the "Property") including any conditions contained therein or derived therefrom, of any kind or nature including, without limitation, structural, architectural, engineering, and environmental condition, soil, surface waters, ground waters, land, stream sediments, surface or subsurface condition and ambient air, Hazardous Substances on or about the Property, whether or not yet discovered, or violation of any Environmental Laws, arising from or related to the operation of any business that is or was conducted by Landlord or any previous tenant or owner (or Landlord's Tenants, sub-tenants, predecessors or occupants) on the Property, or any activity conducted by any person or entity on the Property during the time of Landlord's ownership, or occurring prior to that time and known to Landlord.
- (ii) "Environmental Laws" means all applicable statutes, regulations, local laws and ordinances adopted pursuant thereto ("Statutes") relating to the protection of human health or the environment, including, without limitation, to any and all laws, rules, regulations, ordinances, guidelines or statutes relating to the existence of any Environmental Condition including without limitation reporting, licensing, permitting Hazardous Substances,

Underground Storage Tanks, lead-based paint, investigation, removal or remediation of emissions, discharges, release or threat of release of any substance, gas, material or chemical into the environment, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any substance, gas, material, waste or chemical, including, without limitation, any substance, gas material or chemical, which in each case is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous wastes" or words of similar import under any Environmental Law, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 59601 et. seq. ("CERCLA"); the Hazardous Materials Transportation Act, as amended, 42 U.S.C. \1801 et. seq. ; the Resource Conversation and Recover Act, as amended, 42 U.S.C. 59601 et. seq.; the Federal Water Pollution Contract Act, as amended, 33 U.S.C. {1251 et. seq.; The Clean Air Act, 42 U.S.C. {7404 et. Seq.; the New York State Environmental Conservation Law, including Article 13 of Title 27; and the New York State Navigation Law, Article 12; and all applicable statutes, laws, rules, regulations, guidelines or ordinances pertaining to the protection of the health and safety of employees or the public, excepting asbestos and/or asbestos-containing materials.

- (iii) "Hazardous Substances" means any: (i) substance, gas, material or chemical which poses or may pose a hazard to human health or safety; (ii) toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant; or (iii) USTs (as defined herein below), lead-based paint, urea formaldehyde foam insulation, petroleum and petroleum by-products which, in each case, is now or hereafter subject to Environmental Laws excepting asbestos and/or asbestos-containing materials.
- (iv) Except as previously disclosed to Tenant and as set forth herein, neither Landlord nor, to the best of Landlord's knowledge, any previous owner, tenant, occupant, user of the Property, or other person or entity has engaged in, or permitted any operations upon, or any use or occupancy of, the Property, or any portion thereof, for any purpose in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping or disposal in any amount of any Hazardous Substances (whether legal or illegal, accidental or intentional) on, under, in or about the property, or transported any Hazardous Substances to, from or across the Property. Except as previously disclosed to Tenant, to the best of Landlord's knowledge, no Hazardous Substances presently are constructed, deposited, stored or otherwise located on, under, in or about the Property nor, to the best of Landlord's knowledge and unless otherwise disclosed, have any Hazardous Substances migrated to or from the Property. To the best of Landlord's knowledge, no federal, state or local action, claim or lien for environmental damage, natural resource damage, personal injury or property damage arising from environmental contamination of or from the

Property or from any activity by any person, group or corporate entity involving Hazardous Substances at, on or migrating to or from the Property is pending or has been filed, threatened, noticed or negotiated. There is no Environmental Condition, to Landlord's best knowledge, but without performance of any environmental assessment at the Property, located on, about, in or under the Property. Landlord knows of no violations of Environmental Laws with respect to the Property.

8.9. The buildings on the Property may only be used for the uses permitted by this Lease, as described in paragraph 2 hereinabove, unless Tenant obtains the prior written consent of Landlord. Tenant shall not keep anything within the buildings or on the Property for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the buildings. All property kept, stored or maintained by Tenant within the buildings shall be at Tenant's sole risk.

8.10. Tenant shall not permit any objectionable or unpleasant odors to emanate from the buildings, nor place any antenna, awning, or other projection on the exterior of the buildings without the written permission of the Landlord; nor take any other action which would constitute a nuisance or would disturb or endanger others in their adjoining properties or unreasonably interfere with their use of their respective premises; nor do anything which would tend to injure the reputation of the buildings.

8.11. Tenant shall comply with all applicable laws, ordinances, and governmental regulations.

8.12. Tenant shall observe and comply with all applicable Environmental Laws and regulations at its sole expense, unless a violation of Environmental Laws has been caused by the Landlord. Except for those substances which it is legally permitted to use, Tenant further covenants and agrees that it will not permit, allow or cause the release of any petroleum or other Hazardous Substances (as defined in the Environmental Laws) in, on or from the Property or any portion of the Property by Tenant's agents in contravention of the Environmental Laws. Tenant further agrees to indemnify, defend and hold the Landlord, and anyone claiming under the Landlord, harmless from any and all damages, losses, liabilities, obligations, penalties, claims, litigations, demands, costs, disbursements and other expense (including without limitation, reasonable attorneys' and experts fees, expenses and disbursements) of any kind and nature whatsoever which may be awarded against or incurred by the Landlord arising solely by virtue of such release, or the failure of Tenant or Tenant's agents to comply with the terms of this Section or with the Environmental Laws involving the Property.

8.13. Authorization. The execution, delivery and performance by Landlord of this Lease if not threatened with invalidity or unenforceability by any action, proceeding or investigation pending or threatened by or against Landlord, jointly or severally, or the Property or any part thereof, and does not and will not: (1) require any consent or approval of any third party, except as provided herein; (2) violate any provision of any law, rule, regulation, order, write, judgment, injunction, decree, determination, award or other restriction presently in effect having applicability to Landlord; or (3) result in a breach of, or constitute a default under, any indenture, lease or any

other agreement or instrument to which Landlord is a party or by which Landlord or its properties may be bound or affected, create or cause to be created any mortgage, lien, encumbrance or charge on the Property other than those permitted by this Lease, if any. To the best of Landlord's knowledge, Landlord is not in violation in any material respect of any such law, rule, regulation, judicial order, other restriction or any such indenture, agreement, lease or instrument.

#### ARTICLE 9 - DAMAGE BY FIRE OR CASUALTY

9.1 Damage by Fire or Other Casualty. If the Property shall be damaged by fire or other casualty insured against by Landlord's fire and extended coverage insurance policy covering the premises, and the Property can be fully repaired, in Landlord's opinion, within one hundred twenty (120) days from the date of such damage, Landlord, at Landlord's sole cost and expense, shall repair such damage to Tenant's reasonable satisfaction. Except as otherwise provided herein, until the repairs to the Property are substantially completed, the Rent shall abate pro-rata based on the part of the Property which is unusable by Tenant. Rent shall not abate if the damage to the Property is caused by the act or neglect of Tenant. If, however, the Property are rendered wholly untenable by fire or other cause as determined by the local fire marshal having jurisdiction over the premises, or such other duly-authorized governmental individual or entity having jurisdiction over said matters, and the Landlord shall decide not to rebuild the same, or if the entire premises be so damaged that Landlord shall decide to demolish it or not to rebuild it, then or in any of such events, Landlord may, at its option, cancel and terminate this Lease by giving Tenant notice in writing, within thirty (30) days of the occurrence of the event causing the damage, of its intention to cancel this Lease, whereupon the term of this Lease shall terminate upon the thirtieth (30<sup>th</sup>) day after such notice is given and Tenant shall vacate the Property and surrender the same to Landlord. Notwithstanding the foregoing, unless the Lease is terminated or canceled pursuant to this section, the Tenant shall be permitted to occupy the Property when the Property becomes tenable.

9.2. Landlord shall not be liable to Tenant or to Tenant's employees, agents or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Property caused by the negligence or misconduct of Tenant, its employees, sub-lessees, licensee, students, invitees, or concessionaires, or any other person entering the Property under express or implied invitation of Tenant, or arising out of the use of the Property by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations hereunder, unless caused by the willful misconduct or negligence of Landlord, and Tenant hereby agrees to indemnify Landlord and to hold it harmless from any loss, expense or claims arising out of such damage or injury, inclusive of reasonable attorney's fees, disbursements, costs and expenses incurred by Landlord in defense of any claim. Landlord and Tenant agree and covenant that neither shall be liable to the other for loss arising out of damage to or destruction of the buildings or contents thereof when such loss is caused by any perils included within standard fire and extended coverage insurance policy of the state in which the buildings are situated. This agreement shall be binding whether or not such damage or destruction is caused by negligence of either party or their agents, employees or visitors. Landlord agrees to carry fire and extended coverage to the extent required by its lender, but in no event less than 80% of the estimated replacement costs of the building.

9.3. Landlord and Landlord's agents and employees shall not be liable to Tenant for any injury to person or damage to property caused to the buildings or other portions of the buildings arising out of repair or by defect in or failure of equipment, pipes, or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam or electricity into the buildings (except where due to Landlord's willful failure or negligence to make repairs required to be made hereunder, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs).

9.4. Termination. Effective upon any termination of this Lease and/or the surrender of the Property by Tenant under any of the provisions of this Lease, the parties shall be released thereby and neither party shall have any further liability to the other for any matters arising under this Lease, except the Tenant shall be obligated to restore the Property to its original condition less ordinary wear and tear or improvements made by Tenant with Landlord's written consent, provided that the Landlord may waive such requirement if the Tenant has made improvements to the Property which may not be removed or remedied without causing substantial damage to the Property, to pay for Rent, and other items which accrued prior to the effective date of termination and are then unpaid or which this Lease provides shall survive its termination.

9.5 Repair and Restoration. It is hereby understood that if Landlord is obligated or elects to repair or restore as herein provided, Landlord shall be obligated to make repairs or restoration only of those portions of the Property which were originally provided at Landlord's expense, and the repair and restoration of items not provided at Landlord's expense shall be the obligation of Tenant. In no event shall Landlord be obligated to repair or restore any personal property belonging to Tenant or any improvements, facilities, or components installed by the Tenant.

9.6. In the event that the whole or any substantial part of the buildings and/or Property shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease shall cease and terminate on the date of the taking of possession by the condemning authority and Landlord shall be entitled to receive the entire award without any payment to Tenant, Tenant by this Lease assigning to Landlord Tenant's interest, if any, in the award and Tenant waives all rights to participate in any negotiations in contemplation of condemnation or any condemnation proceedings.

9.7. In the event that a part of the buildings and/or Property shall be so condemned or taken and if, in the opinion of Landlord, either the Property should not be restored or should be restored in such a way as to alter the Premises materially, Landlord may terminate this Lease without compensation to Tenant by notifying Tenant of the termination within thirty (30) days following the date of the taking of possession by the condemning authority, the termination to be effective on the date specified in the notice of termination which in no event shall be less than thirty (30) days after the giving of such notice, and the rent under this Lease shall be apportioned as of the termination date.

9.8 In the event this Lease shall be terminated under the provisions of this section, Tenant shall have no claim against Landlord for the value of any unexpired term.

## ARTICLE 10 - EARLY TERMINATION

Pursuant to N.Y. Education Law 1950(4)(p)(a), this Lease may be canceled by Tenant at any time upon 120 days' prior written notice to Landlord for:

- (a) A substantial increase or decrease in enrollment of Tenant; or
- (b) A substantial change in the needs and requirements of Tenant with respect to facilities.

## ARTICLE 11 – MISCELLANEOUS

11.1 Entire Agreement, Modification, Severability, Waiver. This Lease contains the entire understanding between the parties with respect to the subject matter hereof. All prior negotiations between the parties are merged into this Lease and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as set forth in this Lease. This Lease shall not be modified, amended, altered or changed except by a writing duly executed by Landlord and Tenant, or their successors or assigns. Any provisions of this Lease found to be prohibited bylaw shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease. The waiver by either party of any breach by the other of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof. This Lease may not be assigned by Tenant without the prior written consent of Landlord.

11.2 Quiet Enjoyment. Landlord covenants that Tenant, on paying the Rent as required hereby and performing the covenants set forth herein, shall and may peacefully and quietly have, hold and enjoy the Property for the Term.

11.3 Counterparts. This Lease may be executed in one or more counterparts each of which shall be deemed an original, but all of which taken together, shall constitute one and the same instrument. Facsimile signatures shall be accepted as originals.

11.4 Notices. All payments, notices, consents, requests, instructions, approvals and other communications given in connection with this Lease shall be in writing and shall be deemed to have been validly made or given when delivered personally, or when received if properly deposited with the United States Postal Service, postage prepaid certified or registered mail, return receipt requested or with a nationally recognized overnight courier service to the address set forth below; provided, however, that notice shall be deemed sufficiently given upon such mailing or deposit with such courier service if delivery is refused by the intended recipient or cannot be completed because the intended recipient has not notified the sender of a changed address in accordance with this provision:

(a) If to Landlord:

HOLY TRINITY ROMAN CATHOLIC CHURCH  
1206 Lincoln Avenue  
Utica, New York 13502

(b) If to Tenant:

Attn: Patricia Kilburn District Superintendent of BOCES  
Oneida-Herkimer-Madison BOCES  
4747 Middle Settlement Road  
New Hartford, NY 13413

or to such other name or address as any party shall have specified by notice in writing to the other party. Any notice which is mailed in accordance with the provisions of this Section shall be deemed received five (5) days after mailing.

11.5 Binding Effect. All the terms, conditions and covenants of this Lease shall be binding upon Landlord and Tenant and their respective heirs, executors, successors, and assigns.

11.6 Captions; Language. The captions or headings of paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

11.7 Governing Law. This Lease shall be governed by, construed, and enforced in accordance with, the laws of the State of New York without reference to the principles of conflict of laws thereof, if any, that would operate to defeat the application of New York law.

11.8 Venue. All disputes which arise in connection with, or are related to this Agreement or any claimed breach thereof, shall be resolved, if not sooner settled, by litigation only in Oneida County, New York State.

11.9 Fully Negotiated Agreement. This Lease has been fully negotiated in an arms' length transaction and neither Landlord nor Tenant has been coerced in any manner to execute this Lease. Each party has had the opportunity to employ legal counsel and seek advice from such counsel with respect to this Lease, its obligations, terms, and implications, and has sought and received such counsel and advice. Neither this Lease, nor any term or provision of this Lease, shall be construed against either Landlord or Tenant as a result of the drafting of this Lease or any term or provision thereof by Landlord or Tenant, or their respective counsel.

11.10. The following events shall be deemed to be events of default by Tenant under this Lease:

(A) Tenant shall fail to pay any installment of rent or additional rent hereunder and such failure shall continue for a period of sixty (60) calendar days.



(B) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and shall not cure such failure within sixty (60) calendar days after written notice thereof to Tenant.

(C) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(D) Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any law or statute of the United States of any state thereof, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant.

(E) A receiver or trustee shall be appointed for the Property or for all or substantially all of the assets of Tenant.

(F) Tenant shall do or permit to be done anything which creates a lien upon the Property.

11.11 On the occurrence of any such events of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever, but only during such event of default:

(A) Terminate this Lease, whereupon this Lease shall end, in which event Tenant shall immediately surrender the Property to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Property and expel or remove lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination whether through inability to relet the Property on satisfactory terms or otherwise.

(B) Enter on and take possession of the Property and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor, and if Landlord elects, relet the Property on such terms as Landlord may deem advisable and receive the rent therefor, and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting.

(C) Enter the Property, by force if necessary, without being liable for prosecution or any claim for damages therefor, and to do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord for any expenses which Landlord may incur in its effecting compliance with Tenant's obligations under this Lease and Tenant further agrees that Landlord shall not be liable for any damages resulting from such action.

(D) Declare all rents heretofore reserved and unpaid to be due and payable without demand, this in addition to any other rights or remedies of the Landlord as described herein.

11.12 Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies herein provided or provided by law, nor shall pursuit of any other such remedy constitute a forfeiture or waiver of any rent or additional rent due to Landlord or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided on an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of Landlord's damage which Landlord may suffer by reason of termination of this Lease or the deficiency arising by reason of any reletting by Landlord, as above provided, allowance shall be made for the expense of repossession and any repairs or remodeling undertaken by Landlord following repossession.

11.13 Landlord shall be in default hereunder in the event it shall fail to comply with any term, provision, or covenant of this Lease and shall not cure such default after notice to Landlord as provided for hereunder and such default remains not cured for more than sixty (60) calendar days unless such default could not reasonably be cured within sixty (60) days. The remedy for such default shall be by such action at law or in equity as may be available to Tenant.

11.14 If on account of any breach or default by Tenant in its obligations hereunder, Landlord shall employ an attorney to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorneys' fees incurred by Landlord in such connection. If on account of any breach or default by Landlord in its obligations hereunder, Tenant shall employ an attorney to enforce or defend any of Tenant's rights or remedies hereunder, Landlord agrees to pay any reasonable attorneys' fee incurred by Tenant in such connection.

11.15 Right to Cure. In the event either party claims default by the other party under this lease, it shall give written notice of the default to the allegedly defaulting party, and such defaulting party shall have ten (10) days after written notice to cure such default.

11.16 Conflicts. It is acknowledged this Lease shall be void and unenforceable if entered in violation of General Municipal Law §801 or New York State Education Law §410. Tenant represents that Tenant has no knowledge of this Lease being in violation of General Municipal Law §801 or New York State Education Law §410.

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the day and year first above written.

**LANDLORD:**

HOLY TRINITY ROMAN CATHOLIC CHURCH

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

Rev. Mark Kaminiski

Pastor

**TENANT:**

ONEIDA-HERKIMER-MADISON BOARD OF COOPERATIVE  
EDUCATIONAL SERVICES

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

Patricia Kilburn, Ed.D.

District Superintendent of BOCES

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

Michelle Anderson, Board President




## Oneida-Herkimer-Madison BOCES

P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
[www.oneida-boces.org](http://www.oneida-boces.org)



### MEMORANDUM

To: Cooperative Board

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

Date: May 15, 2025

Subject: Approval of Integrated Community Alternatives Network contract

Prepared by: Christopher Hill   
Kevin Healy 

#### Background

The Integrated Community Alternatives Network (ICAN), a not-for-profit organization, is a unique home and community-based network that provides individualized and non-traditional services and care to the highest risk individuals and families with social, emotional, mental health, and behavioral challenges. They have been a mainstay in the Central New York Community for over 20 years. Their vision is keeping families together, and their mission is empowering individuals and families.

#### Discussion

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

Options for an in-house specialist include a clinical care coordinator, behavior support specialist, student retention specialist, peer advocate, family service coordinator, student engagement specialist, youth care coordinator, or a psychiatric nurse practitioner. Each of these unique specialists work closely with existing district support and counseling teams to meet the needs of the students and families of our component districts.

Options for ICAN services include but are not limited to:

- Clinical Care Coordinator (CCC)  
A CCC is a Master's level Social Worker or credentialed School Based Mental Health Counselor. This position can support the existing social work team by providing a mix of individualized therapy, IEP counseling, pro social-emotional support groups, serve as a liaison between school and family, as well as assist the team in linking children and families to existing services and then providing monitoring of the delivery and implementation of those services.
- Student Retention Specialist (SRS)  
A SRS will work closely with the district to help identify and support students who are or are at risk of becoming Chronically Absent. Using the MTSS framework, the SRS will work with a caseload of identified students ranging from Tier 1: Early Intervention to Tier 2: Late Intervention and finally Tier 3 Students needing Intensive Case Management (ICM). Using evidence-based models such as Check and Connect, the SRS will work with school student support teams, provide direct support to students, facilitate service linkage, follow-up support, provide home visits, and provide support and linkages to families in need to reduce chronic absenteeism and enhance academic success.
- Behavior Support Specialists (BSS)  
A BSS is a Bachelor's level employee with at least 2 years working in a setting with youth who demonstrate highly behavioral needs. This person will work with the team and any identified youth to assess, develop, and implement proactive and strengths-based behavior strategies as well as assist youth during times of crisis. The BSS will provide a connection between the home, school and community by providing home visits (if necessary).
- Family Service Coordinator (FSC)  
A FSC is a Bachelor's level employee with at least 2 years of experience working in the Human Services field, preferably in a Case Work/Case Management position. This person will serve as a hub of service coordination for any referred students and then provide case management services to the child and family. The FSC will work very closely with identified team members to coordinate referrals to assist in linking children and families to existing outside services and then providing monitoring of the delivery and implementation of those services.

### **Recommendation**

It is recommended that the Cooperative Board approve the service contract for ICAN for the 2025-2026 school year and make their services available to our component districts through the Community School Resources CoSer.

### **Resolution**

That the Cooperative Board approve the service contract for ICAN for the 2025-2026 school year and make their services available to our component districts through the Community School Resources CoSer.




## Oneida-Herkimer-Madison BOCES

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


### MEMORANDUM

To: Cooperative Board

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

Date: May 21, 2025

Subject: Approval of 2025-2026 RIC One ROC agreement

Prepared By: Scott Morris 

#### **Background:**

New York Education Law Section 2-d requires educational agencies to maintain data privacy agreements, with specific provisions, whenever third-party vendors have access to protected student information. Negotiating compliant agreements with numerous vendors is expensive and difficult. The Chief Privacy Officer of the New York State Education Department ("NYSED"), sought to make New York Education Law 2-d contracting and negotiating easier for our school districts. As a result, an intermunicipal collaborative was created to improve vendor management, data security, and data privacy practices for school districts and BOCES statewide. This collaborative is known as the RIC One Risk Operations Center (the "ROC").

#### **Discussion:**

In partnership with NYSED, the RICs are working with multi-state and national data privacy and security alliances invested in the K-12 vendor ecosystem to support the negotiation of data privacy agreements (DPAs). Once a NYS DPA is negotiated through the new centralized DPA structure and executed by one educational agency, other educational agencies can piggyback on that agreement and Oneida-Herkimer-Madison BOCES will be able to use the DPA

as part of a master service agreement. By participating with ROC, OHM BOCES will benefit from the following:

- Enhanced data privacy protection: One of the ROC's purposes is to ensure the DPAs it negotiates are compliant with New York State Education Law Section 2-d and Part 121 Regulations, safeguarding student personally identifiable information (PII) and certain Teacher and Principal APPR data.
- Reduced administrative burden: The ROC, through its legal network and attorneys, will handle the negotiation and approval of DPAs, saving your BOCES time and resources.
- Access to expert guidance: The ROC partners with NYSED, the Access4Learning Student Data Privacy Consortium (SDPC), and The Education Cooperative (TEC) to provide expert advice and support on data privacy matters.

**Recommendation:**

It is recommended that the Cooperative Board of Oneida-Herkimer-Madison BOCES authorizes the ROC to negotiate Data Privacy Agreements (DPAs) with vendors and third-party contractors on behalf of your BOCES by signing the attached resolution.

**Resolution:**

That the Cooperative Board of Oneida-Herkimer-Madison BOCES authorizes the ROC to negotiate Data Privacy Agreements (DPAs) with vendors and third-party contractors on behalf of your BOCES by signing the attached resolution.

SM: ld  
Resolution Attached

RESOLUTION OF BOARD OF EDUCATION

WHEREAS, four (4) BOCES (Onondaga-Cortland-Madison BOCES, Albany-Schoharie-Schenectady-Saratoga BOCES, Madison-Oneida BOCES and Broome-Tioga BOCES) have collaborated and entered into an Article 5 General Municipal Law intermunicipal arrangement for the purpose of improving vendor management and data security and privacy practices for school districts and/or BOCES statewide known as the RIC ONE Risk Operations Center (the “ROC”);

WHEREAS, the Cooperative Board of the Oneida-Herkimer-Madison BOCES, through its affiliation with a locally based Regional Information Center, participates with the ROC and desires, for the 2025-2026 fiscal year, to authorize the ROC to enter into Data Privacy Agreements and related exhibits (DPAs) with vendors and third-party contractors that include the requirements of, and compliance with, New York State Education Law Section 2-d and Part 121 Regulations (collectively, “Ed Law 2d”) related to student personally identifiable information (PII) and certain Teacher and Principal APPR data;

WHEREAS, the ROC also partners with NYSED, the Access4Learning Student Data Privacy Consortium (SDPC) and The Education Cooperative (TEC), to negotiate and approve Ed Law 2-d compliant DPAs;

WHEREAS, the DPAs are presented to school districts and/or BOCES for final execution and do not require the expenditure of funds beyond those budgeted; and

BE IT RESOLVED, Cooperative Board of the Oneida-Herkimer-Madison BOCES authorizes the attorneys designated by the ROC to negotiate and approve of DPAs for software and/or technology resources; and,

BE IT FURTHER RESOLVED, the Oneida-Herkimer-Madison BOCES Cooperative Board grants the ROC and its designated attorneys the authority to negotiate the terms and conditions of DPAs and take such actions so as to effectuate the purposes and intent of this resolution.

CERTIFICATION

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

\_\_\_\_\_.

Dated \_\_\_\_\_, 2025

\_\_\_\_\_  
Board Clerk






## Oneida-Herkimer-Madison BOCES

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

[www.oneida-boces.org](http://www.oneida-boces.org)



### MEMORANDUM

To: Cooperative Board

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

Date: May 20, 2025

Subject: Approval of Upstate Caring Partners, Inc. contract

Prepared by: Christopher Hill   
Kevin Healy 

#### Background

Upstate Caring Partners, Inc (UCP) is a not-for-profit corporation located in Utica. Its mission is to provide innovative programs and services that support, teach, and create meaningful opportunities for individuals of all abilities, with the ultimate vision to empower people through values of excellence, integrity and respect. Built on their original dedication to children with cerebral palsy, UCP now extends their services to a wide array of intellectual and developmental disabilities across their lifespan, including behavioral health and substance use disorders.

#### Discussion

As the Community School Resources CoSer continues to grow to meet the needs of component districts, UCP's program will be an additional resource that school districts may utilize through OHM BOCES in support of students and their families. Upstate Caring Partners, Inc. provides direct services for regional students with disabilities. Their service focuses on interventions and professional development for district staff. UCP sends a service provider to the district at request, rather than having a permanent position in the building. This model focuses on the need and saves school districts money while meeting their students' needs.

Upstate Caring Partners, Inc. services include:

School consultation services: addressing challenging behaviors and enhancing learning outcomes through safe, dignified practices. This includes direct student consultation and collaboration with classroom staff to assess and support students.

Staff training and program development: partnering with administrators and educators to strengthen the overall learning environment and improve student outcomes.

**Recommendation**

It is recommended that the Cooperative Board approve the service contract for Upstate Caring Partners, Inc. for the 2025-2026 school year and make their services available to our component districts through the Community School Resources CoSer.

**Resolution**

That the Cooperative Board approve the service contract for Upstate Caring Partners, Inc. for the 2025-2026 school year and make their services available to our component districts through the Community School Resources CoSer.




## Oneida-Herkimer-Madison BOCES

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



### MEMORANDUM

To: Cooperative Board

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

Date: May 20, 2025

Subject: Approval of Upstate Caring Partners Holding Co (dba Root Farm)  
(UCPHC)

Prepared by: Christopher Hill   
Kevin Healy 

#### Background

Upstate Caring Partners Holding Co (dba Root Farm) or UCPHC is a not-for-profit corporation whose mission is committed to helping people of all ages and abilities through agricultural, equine, and recreational experiences. They offer diverse learning opportunities that foster a connection with nature, promote peace and understanding with animals, cultivate patience through gardening, and build confidence through various activities. UCPHC also engages technical assistance in educational assessment, behavior support, classroom design, instructional practices to accommodate students with differing abilities.

#### Discussion

As the Community School Resources CoSer continues to grow to meet the needs of component districts, UCPHC (dba Root Farm)'s program will be an additional resource that school districts may utilize through OHM BOCES in support of students, teachers and families. UCPHC not only provides diverse learning experiences, but also focuses on interventions, team building, leadership training and professional development for both students and adults.

Options for services include, but are not limited to:

- Agricultural programming
- Equine programming
- Recreational programming
- Team building experiences

### **Recommendation**

It is recommended that the Cooperative Board approve the service contract for UCPHC for the 2025-2026 school year and make their services available to our component districts through the Community School Resources CoSer.

### **Resolution**

That the Cooperative Board approve the service contract for UCPHC for the 2025-2026 school year and make their services available to our component districts through the Community School Resources CoSer.



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Patricia N. Kilburn, Ed.D.


*District Superintendent*

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

To: Cooperative Board

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

Date: June 2, 2025

Subject: Designation of the Date of the Reorganizational/Regular Meeting in July 2025

### **Background:**

Each year at its June meeting, the Cooperative Board designates the date for its July reorganizational/regular meeting. A tentative list (copy attached) of regular meetings is presented for the Board's review in June. The list of meetings is formally adopted at the July meeting.

### **Discussion:**

The reorganizational/regular meeting must be held during the first 15 days of July, and the tentative list of meetings identifies July 9<sup>th</sup> as the suggested date for this year's meeting.

### **Recommendation:**

It is recommended that the Board designate July 9, 2025 as the date of its reorganizational/regular meeting.

### **Resolution:**

That the Board designate July 9, 2025, the second Wednesday in July, as the date of its reorganizational/regular meeting.

**SCHEDULE OF THE REGULAR MEETINGS  
OF THE COOPERATIVE BOARD  
2025-2026**

The regular monthly meetings of the Cooperative Board are held on the second Wednesday of each month at 4:30 p.m. in The Howard D. Mettelman Learning Center (THDMLC), Oneida Room, Middle Settlement Road on the BOCES campus (\*unless otherwise noted). Should the date, time or location of a meeting be changed, there will be proper advance notification.

July 9, 2025	THDMLC, Oneida Room, 4:30 p.m. (Reorganizational/Regular)
August 13, 2025	THDMLC, Oneida Room, 4:30 p.m
September 10, 2025	THDMLC, Oneida Room, 4:30 p.m
October 8, 2025	THDMLC, Oneida Room, 4:30 p.m.
November 12, 2025	THDMLC, Oneida Room, 4:30 p.m.
December 10, 2025	THDMLC, Oneida Room, 4:30 p.m

**2026**

January 14, 2026	THDMLC, Oneida Room, 4:30 p.m
February 11, 2026	THDMLC, Oneida Room, 4:30 p.m
March 11, 2026	THDMLC, Oneida Room, 4:30 p.m
April 1, 2026 (Annual)	THDMLC, Oneida Room, 7:30 p.m
April 15, 2026 (Regular)	THDMLC, Oneida Room, 4:30 p.m
May 13, 2026	THDMLC, Oneida Room, 4:30 p.m.
June 10, 2026	THDMLC, Oneida Room, 4:30 p.m

(Board Meetings are on the second Wednesday of each month - \*unless otherwise noted)

Board Meeting Schedule 2025-26  
Board approved:



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

To: Cooperative Board

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

Date: June 2, 2025

Subject: Appointment of Board Clerk Pro Tempore

### **Background:**

At its June meeting, the Cooperative Board appoints a Board Clerk Pro Tempore to call the July meeting to order.

### **Discussion:**

During the Reorganizational Meeting the Board Clerk is appointed by the Cooperative Board, therefore there needs to be a Board Clerk Pro Tempore approved prior to that meeting in order to call the meeting to order.

### **Recommendation:**

It is recommended that the Board appoint Lori Wrobel as the Board Clerk Pro Tempore to call the July 9, 2025 Reorganizational/Regular meeting to order.

### **Resolution:**

That the Board appoint Lori Wrobel as the Board Clerk Pro Tempore to call the July 9, 2025 Reorganizational/Regular meeting to order.