



Oneida-Herkimer-Madison BOCES

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

DATE: December 1, 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, December 10, 2025 at 4:30 p.m. in the Howard D. Mettelman Learning Center.

Respectfully,

Lori A. Wrobel

Clerk of the Board

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Oneida-Herkimer-Madison BOCES

4747 Middle Settlement Road • New Hartford, NY 13413

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AGENDA

Cooperative Board

Regular Meeting

December 10, 2025 at 4:30 p.m.

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

- 4:30** I. Call to Regular Meeting to Order
- II. Pledge of Allegiance
- 4:35** III. Recognition
- 4:35** IV. Recognition of Visitors
- Student Presenters – None for December
- 4:40** V. Communications
 - A. From the Floor
 - General questions from board members?
 - Commentary from board members?
 - B. Correspondence
- 4:45** VI. Reports
 - District Superintendent Update
- 4:55** VII. A. Approval of the Minutes of the Regular Meeting of November 12, 2025 (page 13)

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Cooperative Board Regular Meeting
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VIII. **EXECUTIVE SESSION**

Executive Session Items:

	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)
	discussing collective negotiations pertaining to the ___ and ___ Unions, pursuant to Article 14 of the Civil Service Law
	discussing the (purchase) (sale) (lease) of a particular parcel of land, disclosure of which could affect the value of the property
	discussing the (administration) (preparation) (grading) of the _____ exam
	discussing proposed litigation
	discussing matters which could imperil public safety if disclosed

4:55 IX. Approval of Consent Agenda (B., C., D.)

B. Financial Report (page 29)

1. Acceptance of Report of the Treasurer, October 2025
2. Approval of 2025-2026 Budget Adjustment Report, October 2025

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C. Personnel Report (page 47)

- a. Resignations
 - 1. Non-Instructional/Classified Staff

- b. Unpaid Leave(s) of Absence
 - 1. Teaching/Certified Staff
 - 2. Non-Instructional/Classified Staff

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

 - 2. Non-Instructional/Classified Staff
 - a. Recommendation for Provisional Appointment(s)
 - b. Recommendation for Probationary Appointment(s)
 - c. Recommendation for Part-Time Appointment(s)
 - d. Recommendation for Permanent Appointment(s) Non-Competitive Civil Service Title

- d. Stipends
 - 1. Teaching/Certified Staff
 - a. Recommendation for additional Stipends

- e. Terminations
 - 1. Teaching/Certified Staff
 - a. Recommendation for Termination of Probationary Appointment

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D. Action Items (page 59)

1. Approval of Board Policies (**Second Reading**)
 - 1007 Service Animals
 - 1101 Public Complaints (Delete)
 - 4206 Tax Exempt Bonds-Post Issuance Compliance
 - ~~5201 Food Service Program~~
 - 5301 Purpose, Use and Administration of District Digital Information System
 - 5302 Usage of Security Cameras in the OHM BOCES
2. Approval of FY 2025-2026 Instructional Technology State-Wide Licensing Agreements – Add On #1
3. Approval of FY 2025-2026 Instructional Technology State-Wide Licensing Agreements – Add On #2
4. Approval of Special Patrol Officer Agreement
5. Approval of College Board Contract
6. Approval of External Clinical Agreement with Keuka College
7. Approval of Facilities Use Agreement – Food Service Warehouse

5:00 X. Board Topic(s)/Discussion Item(s)

5:05 XI. Old Business

5:10 XII. Adjournment

Dinner Reservations at Aqua Vino.

TREASURER'S REPORT
DECEMBER 2025 BOARD MEETING

FOR THE MONTH ENDING OCTOBER 2025

BANK BALANCES BY FUND:		CHECKING RECONCILIATION:				
FUND	BANK	TYPE	BEGINNING BALANCE	PLUS RECEIPTS	MINUS DISBURSE	ENDING BALANCE
CAPITAL	JPM/CHASE	MMKT	8,431.87	12.80	-	8,444.67
GENERAL	JPM/CHASE	MMKT	6,099,443.91	11,190,824.64	12,130,312.68	5,159,955.87
GENERAL-MULTI C/D	JPM/CHASE	CHECK	1,934,406.60	10,830,766.52	10,723,449.35	2,041,723.77
GENERAL-MULTI C/R	JPM/CHASE	CHECK	221,986.48	11,506,311.09	10,430,000.00	1,298,297.57
GENERAL-LEARNING	JPM/CHASE	CHECK	4,182.12	-	-	4,182.12
GENERAL-MULTI C/R NBT	MMKT	MMKT	13,989.59	-	10,000.00	3,989.59
GENERAL FUND	MCB	MMKT	648,206.80	2,119.55	-	650,326.35
LUNCH-MULTI C/D	JPM/CHASE	CHECK	-	498,203.73	498,203.73	-
LUNCH-MULTI C/R	JPM/CHASE	CHECK	9,295.10	6,055.75	10,000.00	5,350.85
LUNCH C/R	JPM/CHASE	CHECK	3,275.12	19,083.40	20,000.00	2,368.52
LUNCH-MULTI C/R	NBT	MMKT	7,577.63	31,080.99	20,000.00	18,658.62
LUNCH FUND	MCB	MMKT	2,151,507.09	7,035.13	-	2,158,542.22
SPEC AID-MULTI C/R NBT	MMKT	MMKT	-	-	-	-
SPEC AID-MULTI C/R JPM/CHASE	CHECK	CHECK	681.60	-	-	681.60
SPEC AID-MULTI C/D JPM/CHASE	CHECK	CHECK	-	197,557.32	197,557.32	-
TRUST/CM SCHOL NBT	MMKT	MMKT	-	-	-	-
TRUST/CM SCHOL JPM/CHASE	MMKT	MMKT	65,308.05	2,674.92	-	67,982.97
EXTRA-CURR/CM	JPM/CHASE	MMKT	24,745.27	-	827.80	23,917.47
TOTAL CASH			11,193,037.23	34,291,735.84	34,040,350.88	11,444,422.19

CERTIFICATION:

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

Christine Turczyn
CHRISTINE TURCZYN TREASURER
Michele North
MICHELE NORTH/DEPUTY TREASURER

IX B.1.
Acceptance of Report of the Treasurer, October 2025
December 10, 2025

TOTAL CASH BY BANK:

MCB	2,808,868.57
JPM/CHASE	8,612,905.41
NBT	22,848.21
TOTAL	11,444,422.19

TOTAL CASH BY FUND:

CAPITAL	8,444.67
GENERAL	9,158,475.27
SCHOOL LUNCH	2,184,920.21
SPECIAL AID	681.60
SCHOLARSHIPS	67,982.97
EXTRA-CURRICULAR	23,917.47
TOTAL	11,444,422.19

TREASURER'S REPORT SUMMARY
 DECEMBER 2025 BOARD MEETING
 FOR THE MONTH ENDING OCTOBER 2025

TOTAL CASH BY FUND AS OF:		October 31, 2025
CAPITAL		8,444.87
GENERAL		9,156,475.27
SCHOOL LUNCH		2,184,920.21
SPECIAL AID		681.60
SCHOLARSHIPS		67,982.97
EXTRA-CURRICULAR		23,917.47
		11,444,422.19

GENERAL FUND

REVENUE STATUS AS OF:				October 31, 2025	Year to Date	Anticipated Balance	Excess Revenue
Original Estimate	Adjustments	Current Estimate		115,719,088.28	24,477,076.64	87,092,908.44	665,635.11
102,308,508.37	13,410,579.91						

BUDGET STATUS AS OF:				October 31, 2025	Year to Date	Encumbrance Outstanding	Unencumbered Balance
Initial Appropriation	Adjustments	Current Appropriations		115,719,088.28	21,177,436.81	54,804,659.38	39,736,992.09
102,308,508.37	13,410,579.91						

SCHOOL LUNCH FUND

REVENUE STATUS AS OF:				October 31, 2025	Year to Date	Anticipated Balance	Excess Revenue
Original Estimate	Adjustments	Current Estimate		9,066,784.25	2,488,210.47	6,585,074.63	6,500.85
8,946,750.00	120,034.25						

BUDGET STATUS AS OF:				October 31, 2025	Year to Date	Encumbrance Outstanding	Unencumbered Balance
Initial Appropriation	Adjustments	Current Appropriations		9,066,784.25	1,390,265.24	3,644,766.36	4,031,752.65
8,946,750.00	120,034.25						

ADJUSTMENTS OVER 10%

CODE	\$	CHANGE	EXPLANATION
A202 Intense Manag. Needs/Madison BOCES	13,152		Madison Oneida BOCES Special Education Reports Adjustment to Actual
A205 Option II/Madison BOCES	(74,617)		Madison Oneida BOCES Special Education Reports Adjustment to Actual
A225 Elementary IMN/Madison BOCES	(225,903)		Madison Oneida BOCES Special Education Reports Adjustment to Actual
A228 Skills Dev-Elem (12:1:1)/Madison BOCES	(31,010)		Madison Oneida BOCES Special Education Reports Adjustment to Actual
A229 Elementary Autism/Madison BOCES	(918,775)		Madison Oneida BOCES Special Education Reports Adjustment to Actual
A230 Intense Mgmt Needs/Madison BOCES	(63,327)		Madison Oneida BOCES Special Education Reports Adjustment to Actual
A232 Autism-Secondary (6:1:1)/Madison BOCES	43,649		Madison Oneida BOCES Special Education Reports Adjustment to Actual
A307 Itinerant English	(18,405)		Adjustment to Actual usage 25-26 - NYM
A308 Physical Education	(11,577)		Adjustment to Actual usage 25-26 - CL, HP
A314 School Social Worker	(24,381)		Adjustment to Actual usage 25-26 - OR, WE, WH
A318 Hearing Impaired	20,592		Adjustment to Actual usage 25-26 - NH, WA, WH
A332 Curriculum Supervision	19,156		Adjustment to Actual usage 25-26 - NH, WA, WH
A410 Hospital Based/Onondaga BOCES	2,310		OCM BOCES - Hospital Based Instruction- CL
A415 Portable Planetarium	7,688		Adjustment to Actual usage 25-26 - HP, NH, SV, WE, WH
A420 Regional Program Excellence	31,500		Adjustment to Actual usage 25-26 - CL, HP, OR, RE, SV, UT, WA, WE, WH
A479 DL Synergy Virtual HS/CITI BOCES	17,135		Adjustment to Actual usage 25-26 - HP
A513 Sch Curric/Franklin BOCES	495		Franklin BOCES - RSA Summer Conference HP
A515 Com Objective/Madison BOCES	1,265,958		Madison-Oneida BOCES Common Learning Objectives adjs
A540 Staff Dev/Delaware BOCES	17,200		DCMO BOCES Board of Ed Leadership Wksp -HP, NYM
A543 Hard/Software/Oswego BOCES	6,360		CITI BOCES Accountic Pioneer NH
A639 Transp./Madison BOCES	598		Madison-Oneida BOCES Bus Driver Training RE
A645 Infinite Campus/E. Suffolk BOCES	539		E. Suffolk BOCES Final Forms - SV
A656 Employee Relations/ONC BOCES	15,563		ONC BOCES Employee Relations Svc - WA

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

BOARD MEETING PRESENTATION
October 31, 2025

CHECKING ACCOUNT - NBT BANK		CLUB ACCOUNT BALANCES	
BALANCE: BEGINNING OF THE MONTH	\$ 24,745.27	FUTURE FARMERS OF AMERICA	\$ 11,823.84
PLUS: RECEIPTS	\$ -	SKILLS USA	\$ 4,404.77
LESS: EXPENDITURES	\$ (827.80)	P-TECH	\$ 7,311.65
BALANCE: END OF MONTH	\$ 23,917.47	SALES TAX	\$ 377.21
		ACCOUNT TOTALS, END OF MONTH	\$ 23,917.47
BANK RECONCILIATION			
BALANCE PER BANK STATEMENT	\$ 25,423.03		
PLUS: DEPOSITS IN TRANSIT	\$ -		
LESS: OUTSTANDING CHECKS	\$ (1,505.56)		
RECONCILED BALANCES	\$ 23,917.47		
CASH: END OF MONTH	\$ 23,917.47	CASH: END OF MONTH	\$ 23,917.47

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

Carrie A. Thiel
TREASURER, EXTRA-CURRICULAR ACTIVITY FUND

RECONCILING ITEMS		OUTSTANDING CHECKS	
DEPOSITS IN TRANSIT	AMOUNT	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
		1497	100.00
		1505	216.11
		1507	513.80
		1508	170.00
			<u>1,505.56</u>
TOTAL	<u> </u>		

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 10/31/2025

Fiscal Year: 2026

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
001 ADMINISTRATIVE COSER			4,537,170.26	9,242.55	4,546,412.81	1,123,749.20	3,932,633.71	519,212.65
002 CAPITAL/RENT EXPENDITURES			3,434,826.14	-18,000.00	3,416,826.14	683,365.27	2,733,460.87	0.00
101 OCCUPATIONAL EDUCATION			10,000,666.00	-423,872.88	9,576,793.12	1,921,216.75	7,606,205.04	0.00
102 ADULT EDUCATION			46,599.35	0.00	46,599.35	9,319.87	37,279.48	0.00
107 CTE-HANDICAPPED			811,906.00	6,805.39	818,711.39	162,381.20	649,524.80	0.00
109 OCC. ED./MADISON BOCES XC			44,412.00	532.00	44,944.00	8,988.80	35,955.20	0.00
201 8:1:2 PROGRAM			8,743,139.75	128,323.41	8,871,463.16	1,765,808.24	7,062,992.84	60.03
202 INTENSE MGMT NEEDS/MADISON BOCES			138,754.00	-7,762.00	130,992.00	23,568.00	107,424.00	0.00
204 12:1:1 MILD/MODERATE PROGRAM			342,200.00	145,244.55	2,541,732.50	506,457.89	2,025,831.56	0.00
205 SPECIAL CLASS: OPTION 2/MADISON BOCE			342,200.00	39,228.00	381,428.00	91,208.78	290,219.22	0.00
206 TRANSITIONAL PLNG & IMPLEMENTATION			1,005,306.00	739,497.00	1,744,803.00	348,960.60	1,395,842.40	0.00
209 12:1:4 DEV/MD PROGRAM			7,773,978.89	257,982.02	8,031,960.91	1,600,769.40	6,403,077.49	0.00
214 SPECIAL ED. OPTION III/MADISON BOCES			201,388.00	151,650.00	353,038.00	70,607.60	282,430.40	0.00
216 6:1:2 PROGRAM			1,348,769.55	116,004.73	1,464,774.28	291,041.51	1,164,166.04	0.00
222 SPECIAL CLASS: OPTION 3/MADISON BOCE			363,815.00	-363,815.00	0.00	0.00	0.00	0.00
225 ELEM IMN 6:1:2.5/MADISON			667,382.00	-333,489.00	333,893.00	87,430.20	246,462.80	0.00
228 SKILLS DEV-ELEM (12:1:1)/MADISON BOC			691,978.00	-494,309.00	197,669.00	42,290.24	155,378.76	0.00
229 ELEMENTARY AUTISM/MADISON BOCES			0.00	447,656.00	447,656.00	171,200.09	276,455.91	0.00
230 INTENSE MGMT NEED/MADISON BOCES			249,113.00	114,360.00	363,473.00	84,960.27	278,512.73	0.00
232 AUTISM-SECONDARY(6:1:1)/MADISON BOCE			119,675.00	268,601.00	388,276.00	68,925.40	319,350.60	0.00
234 ELEMENTARY 12:1:3/MADISON BOCES			0.00	109,188.00	109,188.00	21,837.60	87,350.40	0.00
303 ART			275,280.00	-21,181.13	254,098.87	50,468.00	201,872.00	0.00
305 GUIDANCE			238,288.00	-58,107.01	180,180.99	35,743.20	142,972.80	0.00
306 TECHNOLOGY			98,583.80	1,034.58	99,618.38	19,716.76	78,867.04	0.00
307 ENGLISH			92,027.00	-91,740.06	286.94	3,681.08	0.00	3,681.08
308 PHYSICAL EDUCATION			57,882.50	1,422.47	59,304.97	13,891.80	43,990.70	0.00
310 NURSE PRACTITIONER			402,464.70	-23,412.34	379,052.36	75,186.50	300,746.00	0.00
312 SCHOOL PHYSICIAN			67,510.24	-3,747.00	63,763.24	12,752.76	51,010.48	0.00
313 SCHOOL PSYCHOLOGIST			344,636.00	19,495.12	364,131.12	68,927.20	290,563.80	0.00
314 SCHOOL SOCIAL WORKER			243,808.00	-22,891.54	220,916.36	48,761.60	170,665.60	0.00
315 SPEECH IMPROVEMENT			1,000,642.50	-70,399.19	930,243.31	199,408.50	712,152.30	3,600.00
316 VISUALLY IMPAIRED			126,731.25	-2,635.44	124,095.81	25,684.20	97,667.56	0.00
318 DEAF			154,658.13	21,564.38	176,222.51	30,931.62	144,318.38	0.00
321 PHYS. THERAPY			181,692.00	1,167.52	182,859.52	36,338.40	145,353.60	0.00
322 OCCUPATIONAL THERAPY			260,843.10	2,117.51	262,960.61	52,168.62	208,674.48	0.00
325 HOME ECONOMICS			66,648.00	298.52	66,946.52	13,329.60	53,318.40	0.00
326 ENGLISH/SECOND LANG. INTSR.			626,846.00	38,134.00	664,980.00	136,766.40	528,830.08	4,558.88
332 CURRICULUM SUPERVISION COORDINATION			0.00	38,477.09	38,477.09	3,502.93	34,974.16	0.00
337 SPANISH			0.00	50,100.80	50,100.80	5,566.76	44,534.04	0.00
338 MUSIC TEACHER			299,821.20	1,047.02	300,868.22	59,964.24	239,856.96	0.00

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

These are estimates to balance the budget

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 10/31/2025

Fiscal Year: 2026

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
346	AUDIOLOGY/OSWEGO BOCES		211,024.44	24,072.60	235,097.04	47,000.55	188,096.49	0.00
355	GENERAL SUPERVISION COORDINATION		96,885.60	25,631.45	122,517.05	24,377.12	97,508.48	0.00
357	BILINGUAL/ESL ITINERANT MADISON BOCE		0.00	49,480.00	49,480.00	9,896.00	39,584.00	0.00
402	EXPLOR. ENRICHMENT/JEFF LEWIS BOCES		20,377.50	1,947.00	22,324.50	4,291.84	18,032.66	0.00
405	PERFORMING ARTS		456,362.50	11,639.21	468,001.71	96,402.22	374,245.20	2,840.92
408	ALTERNATIVE EDUCATION		8,346,017.50	-171,842.87	8,174,174.63	1,629,201.80	6,502,510.80	3,574.10
410	HOSPITAL BASED/ONONDAGA BOCES		8,856.00	2,474.00	11,330.00	1,804.00	9,526.00	0.00
415	PORTABLE PLANETARIUM		15,675.00	4,013.00	19,688.00	4,708.00	16,425.00	1,445.00
417	GED - EA - MADISON BOCES		142,351.04	1,223.96	143,575.00	28,715.00	114,860.00	0.00
420	REGIONAL PROGRAM EXCELLENCE		160,950.00	32,119.17	193,069.17	32,190.00	160,260.00	0.00
426	DISTANCE LEARNING/MADISON BOCES		852,947.50	76,443.64	929,391.14	180,090.49	749,300.65	0.00
428	SUMMER SCHOOL		1,021,124.00	218,424.01	1,239,548.01	250,589.80	991,171.20	2,797.00
438	DISTANCE LEARNING		1,971,808.20	37,622.75	2,009,430.95	354,159.27	1,491,009.64	0.00
461	DISTANCE LEARNING/CAPITAL REGION BOC		9,828.13	-9,828.13	0.00	0.00	0.00	0.00
464	BRIGHT FUTURE ACADEMY/MADISON.BOCES		0.00	50,556.00	50,556.00	9,773.69	40,782.31	0.00
479	DL SYNERGY VIRTUAL HS/CITI BOCES		49,470.00	-15,200.00	34,270.00	5,330.89	28,939.11	0.00
480	Early College Access - Dual Credit		226,338.00	0.00	226,338.00	45,267.60	181,070.40	0.00
502	EDUCATIONAL COMMUNICATIONS		1,208,695.43	19,780.76	1,228,476.19	226,603.57	902,378.62	911.40
504	TECHNICAL REPAIR SERVICE		1,124,749.90	-82,897.99	1,041,851.91	201,906.58	807,626.32	0.00
505	PRINTING		1,658,000.00	-20,252.99	1,637,747.01	317,164.17	1,298,576.22	4,904.17
509	SCH. CURR/CAYUGA BOCES		33,273.72	-210.86	33,062.86	6,650.02	26,412.84	0.00
510	LEARNING TECHNOLOGY		3,630,688.80	565,318.05	4,196,006.85	676,653.77	2,759,735.24	0.00
511	SCH. CURR./CAPITAL REGION		10,489.80	-7,294.80	3,195.00	639.00	2,556.00	0.00
513	SCH CURR./FRANKLIN BOCES		0.00	495.00	495.00	0.00	495.00	0.00
514	MODEL SCHOOLS-MADISON BOCES		278,306.00	64,997.80	343,303.80	68,660.76	274,643.04	0.00
515	COMMON LEARNING OBJ-MADISON BOCES		3,591,248.80	4,331,237.95	7,922,486.75	4,867,376.96	3,055,109.79	0.00
518	SCIENCE KITS		1,392,129.00	-5,127.35	1,387,001.65	259,659.14	1,122,584.56	0.00
521	SCHOOL CURRICULUM IMPROVEMENT SERVIC		2,381,673.17	-158,335.58	2,223,337.59	414,567.70	1,799,279.30	251.00
538	MODEL SCHOOLS		146,534.00	1,515.07	148,049.07	29,306.80	117,227.20	0.00
540	STAFF DEV/DELAWARE BOCES		0.00	17,200.00	17,200.00	0.00	17,200.00	0.00
542	SCH CURR/JEFF-LEWIS BOCES		0.00	3,215.22	3,215.22	643.04	2,572.18	0.00
543	HRD/SFTWARE/OSWEGO BOCES		13,728.47	18,602.42	32,330.89	5,900.84	26,430.05	0.00
545	COMMUNITY SCHOOL RESOURCES		5,436,590.50	6,953,792.96	12,390,383.46	2,316,936.12	9,840,598.74	0.00
547	CDOS CREDENTIAL MGT SYS OSWEGO BOCES		2,830.00	210.19	3,040.19	598.24	2,441.95	0.00
549	SEC III INTERSCHOLASTIC SPORTS/OOCM B		81,135.47	129.03	81,264.50	16,252.90	65,011.60	0.00
555	SUPERINTENDENT EVAL/ERIE 2 BOCES		7,939.48	-3,230.41	4,709.07	941.82	3,767.25	0.00
560	CPSE		192,469.50	1,254.11	193,723.61	38,493.90	153,975.60	0.00
570	HOME SCHOOL COORDINATION/MADISON BOC		0.00	3,228.00	3,228.00	645.60	2,582.40	0.00
573	INSTR TECHNOLOGY/CAP REGION BOCES		3,259.75	-3,259.75	0.00	0.00	0.00	0.00
574	SABA (SCHOOL AND BUSINESS ALLIANCE)		734,820.75	27,603.84	762,424.59	151,756.40	607,025.60	0.00

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

These are estimates to balance the budget

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 10/31/2025

Fiscal Year: 2026

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
575	VOCATIONAL ASSESSMENT		4,750.00	0.00	4,750.00	950.00	3,800.00	0.00
576	LIBRARY MEDIA SERVICE		903,963.69	424.86	904,388.55	180,076.24	720,901.55	166.86
578	LIBRARY AUTOMATION - MADISON BOCES		168,945.00	4,030.50	172,975.50	34,514.67	138,460.83	0.00
581	GRANT WRITING SVE/CAPITAL REG BOCES		0.00	20,760.05	20,760.05	4,152.01	16,608.04	0.00
586	LEARNING TECHNOLOGY/CAYUGA BOCES		0.00	100,640.32	100,640.32	18,063.33	82,576.99	0.00
601	COMPUTER SERVICES - MADISON BOCES		11,715,859.44	-369,572.70	11,346,286.74	3,390,116.40	7,956,170.34	0.00
602	NEGOTIATIONS - MADISON BOCES		211,962.00	15,697.45	227,659.45	44,710.35	182,949.10	0.00
603	SCHOOL COMMUNICATIONS		932,560.00	293,055.74	1,225,615.74	243,456.00	973,824.00	0.00
604	CENTRAL BUSINESS OFFICE		526,234.60	-15,287.63	510,946.97	101,307.68	410,236.66	970.74
607	STAFF DEVELOPMENT - BUS DRIVERS		0.00	3,304.06	3,304.06	925.69	2,378.37	0.00
609	PLANNING SER: MANAGEMENT OCM BOCES		58,010.00	7,243.00	65,253.00	13,148.00	52,105.00	0.00
610	TELEPHONE INTERCONNECT		684,485.25	284,567.62	969,052.87	156,963.42	630,573.51	0.00
611	REGIONAL BUS MAINTENANCE-MADISON BOC		175,000.00	0.00	175,000.00	35,000.00	140,000.00	0.00
612	HEALTH COORDINATION/HERKIMER BOCES		12,898.26	344.20	13,242.46	2,617.90	10,624.56	0.00
615	POLICY PLANNING ERIE I		13,908.84	663.94	14,572.78	2,914.56	11,658.22	0.00
616	EMPLOYEE ASSISTANCE PROGRAM		22,080.00	0.00	22,080.00	4,416.00	17,664.00	0.00
618	EMPLOYEE BENEFIT COORDINATION		108,060.00	56.63	108,116.63	21,612.00	86,448.00	0.00
620	SAFETY COORDINATOR		986,285.40	17,482.67	1,003,768.07	197,212.18	786,021.59	0.00
621	COORDINATION OF INSURANCE MANAGEMENT		7,625.00	2.01	7,627.01	1,525.00	6,100.00	0.00
622	REGIONAL BUS RADIOS - MADISON BOCES		10,168.00	251,794.96	261,962.96	52,000.20	209,962.76	0.00
623	STATE AID PLANNING - QJESTAR III BOC		43,020.00	864.00	43,884.00	8,764.00	35,120.00	0.00
625	SUBSTITUTE TEACHER SERVICE		178,861.25	2,453.95	181,315.20	35,734.75	142,939.00	0.00
626	CENTRAL SCHOOL FOOD MANAGEMENT		1,283,349.79	8,607.50	1,291,957.29	257,640.60	1,026,679.93	970.74
627	RECORDS RETENTION		114,750.00	19,552.57	134,302.57	25,159.30	109,137.20	0.00
628	TELECOMMUNICATIONS		319,554.08	15,821.27	335,375.35	194,730.18	255,643.20	115,890.54
631	COOPERATIVE BID/MAD. BOCES		63,362.00	2,093.65	65,455.65	13,091.13	52,364.52	0.00
633	GASB 45 PLNG/QJESTAR III		21,921.00	740.00	22,661.00	4,521.36	18,139.64	0.00
634	STAFF DEV BD OF ED - HERKIMER BOCES		15,422.11	707.89	16,130.00	3,162.68	12,967.32	0.00
636	GASB 45 PLANNING/CLINTON-ESSEX		17,670.00	-4,995.00	12,675.00	2,535.00	10,140.00	0.00
637	FIXED ASSET INVENTORY/QJESTAR III		32,331.00	2,327.00	34,658.00	6,929.82	27,728.18	0.00
639	TRANSP./MADISON BOCES		0.00	598.00	598.00	0.00	598.00	0.00
640	DRUG TESTING/JEFF-LEWIS BOCES		12,097.75	-478.00	11,619.75	2,317.22	9,302.53	0.00
641	ON-LINE APPL./PUTNAM BOCES		44,431.88	689.49	45,121.37	9,024.27	36,097.10	0.00
645	INFINITE CAMPUS/E. SUFFOLK BOCES		1,150.00	511.75	1,661.75	224.60	1,437.15	0.00
646	MEDICAID REIMBURSEMENT/MADISON BOCES		29,467.17	640.93	30,108.10	6,012.56	24,095.54	0.00
649	ACA COMPLIANCE/MADISON BOCES		18,399.30	-690.98	17,708.32	3,541.68	14,166.64	0.00
650	TESTING - NYS ALT ADMMT-CAP REGION B		12,138.00	-163.62	11,974.38	1,330.48	10,643.90	0.00
651	SCRIC/BROOME BOCES		75,383.68	313.68	75,697.36	15,139.52	60,557.84	0.00
655	SPECIAL ED AID ASSISTANCE SVC/QJESTA		33,610.00	30,972.48	64,582.48	12,908.91	51,673.57	0.00
656	EMPLOYEE RELATIONS/ONC BOCES		19,716.00	16,596.50	36,312.50	4,150.00	32,162.50	0.00

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

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 10/31/2025

Fiscal Year: 2026

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
657	PROJECT WORK/CAPITAL REGION BOCES		28,485.00	-28,485.00	0.00	0.00	0.00	0.00
658	COOP BID/DCMO BOCES		24,936.20	-1,452.53	23,483.67	4,696.73	18,786.94	0.00
659	TIER 4 ENHANCED/CAP REGION BOCES		232,634.25	-142,738.08	89,896.17	17,979.24	71,916.93	0.00
660	EMPLOYEE ASSISTANCE/DCMO BOCES		0.00	9,526.50	9,526.50	1,905.30	7,621.20	0.00
661	WEB HOSTING/CAPITAL REGION BOCES		8,828.00	398.00	9,226.00	1,845.20	7,380.80	0.00
662	COMPUTER MANAGEMENT/S.WESTCHESTER BO		71,437.17	6,449.85	77,887.02	15,577.40	62,309.62	0.00
663	TRANSPORT PLANNING/FRANKLIN ESSEX BO		21,700.00	1,302.00	23,002.00	4,600.40	18,401.60	0.00
664	DATA ANALYTICS/CLINTON-ESSEX BOCES		0.00	12,650.00	12,650.00	2,530.00	10,120.00	0.00
679	PLANNING SERVICE/ERIE 2 BOCES		66,550.00	0.00	66,550.00	13,310.00	53,240.00	0.00
Total GENERAL FUND			102,308,508.37	13,410,579.91	115,719,088.28	27,477,076.64	87,092,908.44	665,835.11

Selection Criteria

Criteria Name: Shared: REV RPT FOR BD/MONTH Modified
 As Of Date: 10/31/2025
 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: 10/31/2025

Fiscal Year: 2026

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
001	ADMINISTRATIVE COSER	4,285,428.48	9,242.55	4,294,671.03	581,590.45	1,200,165.11	2,512,915.47
002	CAPITAL/RENT EXPENDITURES	3,434,826.14	-18,000.00	3,416,826.14	2,934,987.05	392,186.45	89,652.64
101	OCCUPATIONAL EDUCATION	7,714,175.67	-509,629.82	7,204,545.85	1,285,828.79	5,079,763.19	838,953.87
107	CTE-HANDICAPPED	1,046,619.00	6,805.39	1,053,424.39	203,482.02	804,962.20	44,970.17
109	OCC. ED./MADISON BOCES XC	44,412.00	532.00	44,944.00	0.00	0.00	44,944.00
201	8:1:2 PROGRAM	5,569,263.05	102,868.01	5,672,131.06	684,611.93	3,445,047.10	1,542,472.03
202	INTENSE MGMT NEEDS/MADISON BOCES	138,754.00	-7,762.00	130,992.00	0.00	0.00	130,992.00
204	12:1:1 MILD/MODERATE PROGRAM	1,250,121.01	145,104.81	1,395,225.82	185,665.55	977,381.13	232,179.14
205	SPECIAL CLASS: OPTION 2/MADISON BOCES	342,200.00	39,228.00	381,428.00	0.00	0.00	381,428.00
206	TRANSITIONAL PLNG & IMPLEMENTATION	942,708.00	739,497.00	1,682,205.00	4,994.40	0.00	1,677,210.60
209	12:1:4 DEV/MD PROGRAM	4,008,490.98	257,842.28	4,266,333.26	608,679.31	3,000,112.07	657,541.88
214	SPECIAL ED. OPTION III/MADISON BOCES	201,388.00	151,650.00	353,038.00	0.00	0.00	353,038.00
216	6:1:2 PROGRAM	927,046.34	171,092.34	1,098,138.68	130,452.55	503,635.05	464,051.08
222	SPECIAL CLASS: OPTION 3/MADISON BOCES	363,815.00	-363,815.00	0.00	0.00	0.00	0.00
225	ELEM IMN 6:1:2:5/MADISON	667,382.00	-333,489.00	333,893.00	0.00	0.00	333,893.00
228	SKILLS DEV-ELEM (12:1:1)/MADISON BOCES	691,978.00	-494,309.00	197,669.00	0.00	0.00	197,669.00
229	ELEMENTARY AUTISM/MADISON BOCES	0.00	447,656.00	447,656.00	0.00	0.00	447,656.00
230	INTENSE MGMT NEED/MADISON BOCES	249,113.00	114,360.00	363,473.00	0.00	0.00	363,473.00
232	AUTISM-SECONDARY(6:1:1)/MADISON BOCES	119,675.00	268,601.00	388,276.00	0.00	0.00	388,276.00
234	ELEMENTARY 12:1:3/MADISON BOCES	0.00	109,188.00	109,188.00	0.00	0.00	109,188.00
303	ART	307,451.00	1,758.87	309,209.87	44,074.36	188,819.16	76,316.35
305	GUIDANCE	217,724.00	61,036.99	278,760.99	40,959.96	194,746.46	43,054.57
306	TECHNOLOGY	147,377.40	1,034.58	148,411.98	24,955.69	114,071.86	9,384.43
307	ENGLISH	86,321.00	-86,034.06	286.94	0.00	0.00	286.94
308	PHYSICAL EDUCATION	108,910.00	1,422.47	110,332.47	7,777.47	42,997.54	59,557.46
310	NURSE PRACTITIONER	422,507.01	6,399.86	428,906.87	80,148.21	330,509.29	18,249.37
312	SCHOOL PHYSICIAN	73,581.41	-3,747.00	69,834.41	11,838.34	47,353.31	10,642.76
313	SCHOOL PSYCHOLOGIST	589,728.06	6,632.80	596,360.86	114,049.69	418,405.01	63,906.16
314	SCHOOL SOCIAL WORKER	234,507.10	-559.15	233,947.95	39,238.57	168,220.64	26,488.74
315	SPEECH IMPROVEMENT	981,800.50	-62,398.19	919,402.31	141,030.21	720,417.40	57,954.70
316	VISUALLY IMPAIRED	120,649.97	-2,635.44	118,014.53	15,997.73	80,994.82	21,021.98
318	DEAF	148,158.13	21,564.38	169,722.51	25,588.68	133,549.21	10,584.62
321	PHYS. THERAPY	175,062.35	6,028.84	181,091.19	28,659.22	137,855.92	14,576.05
322	OCCUPATIONAL THERAPY	250,320.10	4,165.82	254,485.92	38,915.90	194,143.41	21,426.61
325	HOME ECONOMICS	94,968.00	298.52	95,266.52	11,458.82	49,038.64	34,769.06
326	ENGLISH/SECOND LANG. INTSR.	653,160.40	26,736.80	679,897.20	88,873.24	406,503.00	184,520.96
332	CURRICULUM SUPERVISION COORDINATION	0.00	38,477.09	38,477.09	45,205.83	0.00	-6,728.74
337	SPANISH	0.00	44,600.80	44,600.80	6,860.68	24,177.50	13,562.62
338	MUSIC TEACHER	386,336.20	-106,031.98	280,304.22	28,926.70	162,580.77	88,796.75
345	SHARED BUSINESS OFFICIAL	0.00	0.00	0.00	4,236.79	0.00	-4,236.79

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 10/31/2025

Fiscal Year: 2026

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
346	AUDIOLOGY/OSWEGO BOCES	211,024.44	24,072.60	235,097.04	38,159.69	0.00	196,927.35
355	GENERAL SUPERVISION COORDINATION	94,885.60	25,631.45	120,517.05	7,676.82	93,208.30	19,631.93
357	BILINGUAL/ESL ITINERANT MADISON BOCES	0.00	49,480.00	49,480.00	0.00	0.00	49,480.00
402	EXPLOR. ENRICHMENT/JEFF LEWIS BOCES	20,377.50	1,947.00	22,324.50	22,324.50	0.00	0.00
405	PERFORMING ARTS	417,061.63	11,639.21	428,700.84	76,994.03	124,405.05	227,301.76
408	ALTERNATIVE EDUCATION	7,195,656.88	-193,218.66	7,002,438.22	1,207,544.90	5,425,275.27	369,618.05
410	HOSPITAL BASED/ONONDAGA BOCES	8,856.00	2,474.00	11,330.00	2,860.00	0.00	8,470.00
415	PORTABLE PLANETARIUM	10,225.00	4,013.00	14,238.00	2,475.55	5,244.33	6,518.12
417	GED - EA - MADISON BOCES	142,351.04	1,223.96	143,575.00	0.00	0.00	143,575.00
420	REGIONAL PROGRAM EXCELLENCE	150,366.65	32,119.17	182,485.82	41,018.19	115,883.68	25,583.95
426	DISTANCE LEARNING/MADISON BOCES	852,947.50	76,443.64	929,391.14	0.00	0.00	929,391.14
428	SUMMER SCHOOL	984,536.57	218,424.01	1,202,960.58	805,906.64	76,514.15	320,539.79
438	DISTANCE LEARNING	1,879,697.17	37,622.75	1,917,319.92	392,772.89	1,173,587.62	350,959.41
461	DISTANCE LEARNING/CAPITAL REGION BOCES	9,828.13	-9,828.13	0.00	0.00	0.00	0.00
464	BRIGHT FUTURE ACADEMY/MADISON BOCES	0.00	50,556.00	50,556.00	0.00	0.00	50,556.00
479	DL SYNERGY VIRTUAL HS/CITI BOCES	49,470.00	-15,200.00	34,270.00	5,330.89	0.00	28,939.11
480	Early College Access - Dual Credit	242,298.00	0.00	242,298.00	4,608.00	0.00	237,690.00
502	EDUCATIONAL COMMUNICATIONS	1,204,790.43	19,780.76	1,224,571.19	273,694.88	527,243.21	423,633.10
504	TECHNICAL REPAIR SERVICE	1,401,039.90	-82,897.99	1,318,141.91	348,726.57	765,965.53	203,449.81
505	PRINTING	1,682,248.00	-20,252.99	1,661,995.01	568,377.26	990,291.82	103,325.93
509	SCH. CURR/CAYUGA BOCES	33,273.72	-210.86	33,062.86	6,612.54	0.00	26,450.32
510	LEARNING TECHNOLOGY	3,455,420.40	612,795.66	4,068,216.06	1,363,378.18	1,493,833.51	1,211,004.37
511	SCH. CURR./CAPITAL REGION	10,489.80	-7,294.80	3,195.00	3,195.00	0.00	0.00
513	SCH CURR./FRANKLIN BOCES	0.00	495.00	495.00	495.00	0.00	0.00
514	MODEL SCHOOLS-MADISON BOCES	278,306.00	64,997.80	343,303.80	0.00	0.00	343,303.80
515	COMMON LEARNING OBJ-MADISON BOCES	3,591,248.80	4,331,237.95	7,922,486.75	0.00	0.00	7,922,486.75
518	SCIENCE KITS	1,265,957.00	-5,127.35	1,260,829.65	341,136.08	470,711.26	448,982.31
521	SCHOOL CURRICULUM IMPROVEMENT SERVICE	2,389,409.69	-158,335.58	2,231,074.11	504,141.68	1,080,734.88	646,197.55
538	MODEL SCHOOLS	333,971.00	1,515.07	335,486.07	96,727.55	219,757.49	19,001.03
540	STAFF DEV/DELAWARE BOCES	0.00	17,200.00	17,200.00	1,911.11	0.00	15,288.89
542	SCH CURR/JEFF-LEWIS BOCES	0.00	3,215.22	3,215.22	0.00	0.00	3,215.22
543	HRD/SFTWARE/OSWEGO BOCES	13,728.47	18,602.42	32,330.89	3,277.99	0.00	29,052.90
545	COMMUNITY SCHOOL RESOURCES	5,597,115.50	6,953,772.16	12,550,887.66	2,967,808.21	12,304,941.04	-2,721,861.59
547	CDOS CREDENTIAL MGT SYS OSWEGO BOCES	2,830.00	210.19	3,040.19	3,040.19	0.00	0.00
549	SEC III INTERSCHOLASTIC SPORTS/OCM BOCES	81,135.47	129.03	81,264.50	16,252.90	0.00	65,011.60
555	SUPERINTENDENT EVAL/ERIE 2 BOCES	7,939.48	-3,230.41	4,709.07	0.00	0.00	4,709.07
560	CPSE	182,074.50	1,254.11	183,328.61	34,480.30	110,395.97	38,452.34
570	HOME SCHOOL COORDINATION/MADISON BOCES	0.00	3,228.00	3,228.00	0.00	0.00	3,228.00
573	INSTR TECHNOLOGY/CAP REGION BOCES	3,259.75	-3,259.75	0.00	0.00	0.00	0.00
574	SABA (SCHOOL AND BUSINESS ALLIANCE)	713,406.82	27,603.84	741,010.66	125,805.84	303,748.82	311,456.00

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 10/31/2025

Fiscal Year: 2026

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
575	VOCATIONAL ASSESSMENT	11,230.00	0.00	11,230.00	0.00	0.00	11,230.00
576	LIBRARY MEDIA SERVICE	858,262.69	424.86	858,687.55	423,974.27	221,443.85	213,269.43
578	LIBRARY AUTOMATION - MADISON BOCES	168,945.00	4,030.50	172,975.50	0.00	0.00	172,975.50
581	GRANT WRITING SVC/CAPITAL REG BOCES	0.00	20,760.05	20,760.05	6,751.09	0.00	14,008.96
586	LEARNING TECHNOLOGY/CAYUGA BOCES	0.00	100,640.32	100,640.32	20,128.06	0.00	80,512.26
601	COMPUTER SERVICES - MADISON BOCES	11,715,859.44	-369,572.70	11,346,286.74	0.00	0.00	11,346,286.74
602	NEGOTIATIONS - MADISON BOCES	211,962.00	15,697.45	227,659.45	0.00	0.00	227,659.45
603	SCHOOL COMMUNICATIONS	1,139,022.00	293,055.74	1,432,077.74	414,394.77	987,639.88	30,043.09
604	CENTRAL BUSINESS OFFICE	507,983.43	-15,287.63	492,595.80	163,125.69	264,763.17	64,706.94
607	STAFF DEVELOPMENT - BUS DRIVERS	0.00	3,304.06	3,304.06	2,595.00	25,905.00	-25,195.94
609	PLANNING SER: MANAGEMENT OCM BOCES	58,010.00	7,243.00	65,253.00	13,093.89	0.00	52,159.11
610	TELEPHONE INTERCONNECT	657,589.25	284,567.62	942,156.87	196,526.67	365,261.67	380,368.53
611	REGIONAL BUS MAINTENANCE-MADISON BOCES	175,000.00	0.00	175,000.00	0.00	0.00	175,000.00
612	HEALTH COORDINATION/HERKIMER BOCES	12,898.26	344.20	13,242.46	1,324.25	0.00	11,918.21
615	POLICY PLANNING ERIE I	13,908.84	663.94	14,572.78	4,857.60	0.00	9,715.18
616	EMPLOYEE ASSISTANCE PROGRAM	29,100.00	0.00	29,100.00	8,605.94	16,119.93	4,374.13
618	EMPLOYEE BENEFIT COORDINATION	179,024.00	-22,977.37	156,046.63	43,092.23	83,089.72	29,864.68
620	SAFETY COORDINATOR	1,036,183.68	17,482.67	1,053,666.35	221,124.55	540,445.79	292,096.01
621	COORDINATION OF INSURANCE MANAGEMENT	9,062.00	2.01	9,064.01	2,724.20	5,717.38	622.43
622	REGIONAL BUS RADIOS - MADISON BOCES	10,168.00	251,794.96	261,962.96	0.00	0.00	261,962.96
623	STATE AID PLANNING - QUESTAR III BOCES	43,020.00	864.00	43,884.00	43,884.00	0.00	0.00
625	SUBSTITUTE TEACHER SERVICE	169,264.00	2,453.95	171,717.95	43,887.23	84,816.02	43,014.70
626	CENTRAL SCHOOL FOOD MANAGEMENT	1,326,491.43	8,607.50	1,335,098.93	336,476.96	763,134.69	235,487.28
627	RECORDS RETENTION	119,808.09	19,552.57	139,360.66	47,312.22	66,768.87	25,279.57
628	TELECOMMUNICATIONS	335,704.74	15,821.27	351,526.01	77,676.60	202,691.87	71,157.54
631	COOPERATIVE BID/MAD. BOCES	63,362.00	2,093.65	65,455.65	0.00	0.00	65,455.65
633	GASB 45 PLNG/QUESTAR III	21,921.00	740.00	22,661.00	2,266.10	2,266.10	18,128.80
634	STAFF DEV BD OF ED - HERKIMER BOCES	15,422.11	707.89	16,130.00	1,613.02	0.00	14,516.98
636	GASB 45 PLANNING/CLINTON-ESSEX	17,670.00	-4,995.00	12,675.00	3,168.78	1,056.26	8,449.96
637	FIXED ASSET INVENTORY/QUESTAR III	32,331.00	2,327.00	34,658.00	3,465.80	3,465.80	27,726.40
639	TRANSP./MADISON BOCES	0.00	598.00	598.00	0.00	0.00	598.00
640	DRUG TESTING/JEFF-LEWIS BOCES	12,097.75	-478.00	11,619.75	5,118.75	0.00	6,501.00
641	ON-LINE APPL./PUTNAM BOCES	44,431.88	689.49	45,121.37	4,517.14	0.00	40,604.23
645	INFINITE CAMPUS/E. SUFFOLK BOCES	1,150.00	511.75	1,661.75	0.00	1,661.75	0.00
646	MEDICAID REIMBURSEMENT/MADISON BOCES	29,467.17	640.93	30,108.10	0.00	0.00	30,108.10
649	ACA COMPLIANCE/MADISON BOCES	18,399.30	-690.98	17,708.32	0.00	0.00	17,708.32
650	TESTING - NYS ALT ADDMT-CAP REGION BOCES	12,138.00	-163.62	11,974.38	10,724.88	0.00	1,249.50
651	SCRIB/BROOME BOCES	75,383.68	313.68	75,697.36	75,697.36	0.00	0.00
655	SPECIAL ED AID ASSISTANCE SVC/QUESTAR	33,610.00	30,972.48	64,582.48	6,458.24	6,458.24	51,666.00
656	EMPLOYEE RELATIONS/ONC BOCES	19,716.00	16,596.50	36,312.50	4,150.00	4,020.31	28,142.19

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 10/31/2025

Fiscal Year: 2026

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
657	PROJECT WORK/CAPITAL REGION BOCES	28,485.00	-28,485.00	0.00	0.00	0.00	0.00
658	COOP BID/DCMO BOCES	24,936.20	-1,452.53	23,483.67	4,696.73	0.00	18,786.94
659	TIER 4 ENHANCED/CAP REGION BOCES	232,634.25	-142,738.08	89,896.17	0.00	0.00	89,896.17
660	EMPLOYEE ASSISTANCE/DCMO BOCES	0.00	9,526.50	9,526.50	1,905.30	0.00	7,621.20
661	WEB HOSTING/CAPITAL REGION BOCES	8,828.00	398.00	9,226.00	0.00	0.00	9,226.00
662	COMPUTER MANAGEMENT/S.WESTCHESTER BOCES	71,437.17	6,449.85	77,887.02	0.00	0.00	77,887.02
663	TRANSPORT PLANNING/FRANKLIN ESSEX BOCES	21,700.00	1,302.00	23,002.00	23,002.00	0.00	0.00
664	DATA ANALYTICS/CLINTON-ESSEX BOCES	0.00	12,650.00	12,650.00	3,047.55	1,066.94	8,535.51
679	PLANNING SERVICE/ERIE 2 BOCES	66,550.00	0.00	66,550.00	0.00	0.00	66,550.00
701	OPERATIONS & MAINTENANCE	3,783,761.95	29,112.77	3,812,874.72	928,812.68	1,927,043.73	957,018.31
702	SPECIAL EDUCATION ADMINISTRATION	1,573,854.83	0.00	1,573,854.83	423,551.31	934,107.48	216,196.04
703	PROGRAM TRANSPORTATION	365,100.00	0.00	365,100.00	-4,334.86	438,819.42	-69,384.56
704	CENTRAL SUPERVISION	649,886.11	-169,192.00	480,694.11	121,201.88	295,664.36	63,827.87
706	GENERAL ITINERANT SUPERVISION	0.00	163,403.23	163,403.23	0.00	0.00	163,403.23
707	TRANSITION PLANNING SERVICE	86,615.00	0.00	86,615.00	29,634.96	36,294.78	20,685.26
708	TEACHING ASSISTANT	547,250.00	0.00	547,250.00	74,116.94	375,230.47	97,902.59
709	RESEARCH AND DEVELOPMENT	258,355.00	-496.00	257,859.00	42,898.49	71,548.33	143,412.18
713	INFO & TECH SUPERVISION	670,166.90	-47,477.61	622,689.29	113,106.95	389,997.98	119,584.36
715	Speech Therapy - Related Service	1,096,933.96	0.00	1,096,933.96	205,625.97	946,064.66	-54,756.67
716	Visually Impaired - Related Service	41,991.30	0.00	41,991.30	7,770.35	41,638.67	-7,417.72
718	Hearing Impaired - Related Service	10,226.00	0.00	10,226.00	0.00	0.00	10,226.00
720	PHYSICAL THERAPY - RELATED SERVICE	335,526.15	0.00	335,526.15	47,300.60	234,435.00	53,790.55
721	School Social Worker	1,348,788.15	0.00	1,348,788.15	232,616.10	1,110,853.61	5,318.44
722	Occupational Therapy	386,800.52	0.00	386,800.52	47,907.05	255,789.48	83,103.99
Total GENERAL FUND		102,308,508.37	13,410,579.91	115,719,088.28	21,177,436.81	54,804,659.38	39,736,992.09

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 10/31/2025

Fiscal Year: 2026

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	500,250.00	0.00	500,250.00	88,990.13	411,259.87	
791.000-1445-000	791.000	Other Food Sales-Invoices	125,000.00	0.00	125,000.00	13,446.22	111,553.78	
791.000-2252-999	791.000	Est. for Carryover Encumbrance	0.00	120,034.25	120,034.25	120,034.25		
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	29,117.02	10,882.98	
791.000-2650-000	791.000	Sale of Scrap,Waste & Excess	0.00	0.00	0.00	0.00		
791.000-2690-000	791.000	Compensation for Loss	0.00	0.00	0.00	6,484.35		6,484.35
791.000-2701-000	791.000	Refunds Prior Years' Expense	0.00	0.00	0.00	16.50		16.50
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	3,474.00	21,526.00	
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	7,756,500.00	0.00	7,756,500.00	2,226,648.00	5,529,852.00	
791.000-3190-001	791.000	Surplus Food/W/house/Inv	500,000.00	0.00	500,000.00	0.00	500,000.00	
791.000-3190-002	791.000	STATE AID S/L-SUPP CHAIN ASST	0.00	0.00	0.00	0.00		
791.000-3190-003	791.000	LOCAL FOOD FOR SCHOOLS	0.00	0.00	0.00	0.00		
791.000 Service Subtotal			8,946,750.00	120,034.25	9,066,784.25	2,488,210.47	6,585,074.63	6,500.85
Total SCHOOL LUNCH FUND			8,946,750.00	120,034.25	9,066,784.25	2,488,210.47	6,585,074.63	6,500.85

Selection Criteria

Criteria Name: Shared: LUNCH EOM RPT Modified
As Of Date: 10/31/2025
Sort by: Fund/Service
Printed by MICHELE M. NORTH

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

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 10/31/2025

Fiscal Year: 2026

Fund: C SCHOOL LUNCH FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
791-2860-160	SCHOOL LUNCH SALARY	2,500,000.00	0.00	2,500,000.00	553,101.67	0.00	1,946,898.33
791-2860-200	EQUIPMENT	200,000.00	119,444.25	319,444.25	0.00	119,444.25	200,000.00
791-2860-301	SUPPLIES - FOOD	3,000,000.00	0.00	3,000,000.00	687,124.29	3,000,592.32	-687,716.61
791-2860-302	SUPPLIES - OTHER	275,000.00	-3,000.00	272,000.00	12,692.14	65,166.16	194,141.70
791-2860-303	SURPL FOOD/WRHOUSE/INV	500,000.00	0.00	500,000.00	0.00	0.00	500,000.00
791-2860-308	VAN SUPPLIES	0.00	3,000.00	3,000.00	0.00	0.00	3,000.00
791-2860-400	MISC CONTR	115,000.00	590.00	115,590.00	21,828.94	88,040.91	5,720.15
791-2860-401	TRAVEL	4,000.00	0.00	4,000.00	817.67	0.00	3,182.33
791-2860-402	USE OF SCHOOL FACILITIES	1,300,000.00	0.00	1,300,000.00	0.00	0.00	1,300,000.00
791-2860-403	INSURANCE	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
791-2860-801	ERS	225,000.00	0.00	225,000.00	52,200.24	0.00	172,799.76
791-2860-802	FICA	191,250.00	0.00	191,250.00	41,482.39	0.00	149,767.61
791-2860-803	WK COMP	100,000.00	0.00	100,000.00	21,017.90	0.00	78,982.10
791-2860-804	HEALTH INS	535,000.00	0.00	535,000.00	0.00	371,522.72	163,477.28
791,000	SCHOOL LUNCH FUND - Service Subtotal	8,946,750.00	120,034.25	9,066,784.25	1,390,265.24	3,644,766.36	4,031,752.65
Total	SCHOOL LUNCH FUND	8,946,750.00	120,034.25	9,066,784.25	1,390,265.24	3,644,766.36	4,031,752.65

IX. B. 2
Approval of 2025-2026 Budget
Adjustment Report, October 2025
December 10, 2025

ONEIDA-HERKIMER-MADISON BOCES

BUDGET ADJUSTMENTS

October 2025 Report for December Meeting

Description	2025-2026	Adjustments	07/31/25	08/01/25	09/01/25	10/01/25	Net	Revised
	Adopted	per	Contract	08/31/25	09/30/25	10/31/25		
	Budget	Contracts	Totals	Changes	Changes	Changes	Changes	Budget
A000 ADMINISTRATION								
A001 Administration	4,537,170	9,243	4,546,413				-	4,546,413
A002 Rent & Capital Budgets	3,434,826	(18,000)	3,416,826				-	3,416,826
A000 ADMINISTRATION TOTAL	7,971,996	(8,757)	7,963,239					7,963,239
A100 VOCATIONAL EDUCATION								
A101 Occupational Education	10,000,666	(368,651)	9,632,015		(77,336)	22,114	(55,222)	9,576,793
A102 Adult Education	46,599	-	46,599				-	46,599
A107 Multi. Occupational Education	811,906	6,805	818,711				-	818,711
A109 Occup. Ed./Madison BOCES	44,412	532	44,944				-	44,944
A100 VOCATIONAL EDUCATION TOTAL	10,903,583	(361,313)	10,542,270		(77,336)	22,114	(55,222)	10,487,048
A200 SPECIAL EDUCATION								
A201 Special Class 8:1:1	8,743,140	128,323	8,871,463				-	8,871,463
A202 Intense Mang. Needs/Madison BOCES	138,754	(20,914)	117,840			13,152	13,152	130,992
A204 12:1:1	2,396,488	145,245	2,541,733				-	2,541,733
A205 Option II/Madison BOCES	342,200	113,845	456,045			(74,617)	(74,617)	381,428
A206 Transition Services	1,005,306	739,497	1,744,803				-	1,744,803
A209 Severely Handicapped	7,773,979	257,982	8,031,961				-	8,031,961
A214 Scndry Int.Mgt.Needs/Madison BOCES	201,388	151,650	353,038				-	353,038
A216 Spec.Ed./1:6:1	1,348,770	116,005	1,464,774				-	1,464,774
A222 Autism Program/Madison BOCES	363,815	(291,293)	72,522			(72,522)	(72,522)	-
A225 Elementary IMN/Madison BOCES	667,382	(107,586)	559,796			(225,903)	(225,903)	333,893
A228 Skills Dev-Elem (12:1:1)/Madison BOCES	691,978	(463,299)	228,679			(31,010)	(31,010)	197,669
A229 Elementary Autism/Madison BOCES	-	1,366,431	1,366,431			(918,775)	(918,775)	447,656
A230 Intense Mgmt Needs/Madison BOCES	249,113	173,190	422,303		4,497	(63,327)	(58,830)	363,473
A232 Autism-Secondary (6:1:1)/Madison BOCES	119,675	224,952	344,627			43,649	43,649	388,276
A234 Elementary 12:1:3/Madison BOCES	-	109,188	109,188				-	109,188
A200 SPECIAL EDUCATION TOTAL	24,041,987	2,643,216	26,685,203		4,497	(1,329,353)	(1,324,856)	25,360,347
A300 ITINERANTS								
A303 Art	275,280	(21,181)	254,099				-	254,099
A305 Guidance	238,288	(58,107)	180,181				-	180,181
A306 Technology	98,584	1,035	99,618				-	99,618
A307 Itinerant English	92,027	287	92,314		(73,622)	(18,405)	(92,027)	287
A308 Physical Education	57,883	12,999	70,881			(11,577)	(11,577)	59,305
A310 Nurse Practitioner	402,465	(23,412)	379,052				-	379,052
A312 School Physician	67,510	(3,747)	63,763				-	63,763
A313 School Psychologist	344,636	4,640	349,276			14,855	14,855	364,131
A314 School Social Worker	243,808	1,489	245,297			(24,381)	(24,381)	220,916
A315 Speech Impaired	1,000,643	18,683	1,019,325			(89,082)	(89,082)	930,243
A316 Visually Impaired	126,731	2,434	129,165			(5,069)	(5,069)	124,096
A318 Hearing Impaired	154,658	973	155,631			20,592	20,592	176,223
A321 Physical Therapy	181,692	1,168	182,860				-	182,860
A322 Occupational Therapy	260,843	2,118	262,961				-	262,961
A325 Home Economics	66,648	299	66,947				-	66,947
A326 English/Second Language	626,846	15,340	642,186		45,589	(22,794)	22,794	664,980
A332 Curriculum Supervision	-	-	-		19,321	19,156	38,477	38,477
A337 Spanish	-	-	-		50,101		50,101	50,101
A338 Music Teacher	299,821	1,047	300,868				-	300,868
A346 Audiology/Oswego BOCES	211,024	(31,544)	179,480		55,405	212	55,617	235,097
A355 General Supervision	96,886	631	97,517		25,000		25,000	122,517
A357 Bilingual/ESL Itinerant/Madison BOCES	-	49,480	49,480				-	49,480
A300 ITINERANTS TOTAL	4,846,272	(25,372)	4,820,901		121,794	(116,493)	5,301	4,826,202
A400 GENERAL EDUCATION								
A402 Explor. Enrichment/Jeff-Lewis BOCES	20,378	-	20,378		1,947		1,947	22,325
A405 Performing Arts	456,363	11,639	468,002				-	468,002
A408 Alternative Education	8,346,018	(171,843)	8,174,175				-	8,174,175

Description	2025-2026	Adjustments	07/31/25	08/01/25	09/01/25	10/01/25	Net	Revised
	Adopted	per	Contract	08/31/25	09/30/25	10/31/25		
	Budget	Contracts	Totals	Changes	Changes	Changes		
A410 Hospital Based/Onondaga BOCES	8,856	164	9,020			2,310	2,310	11,330
A415 Portable Planetarium	15,675	(2,250)	13,425	375	(1,800)	7,688	6,263	19,688
A417 Equivalent Attendance/Madison BOCES	142,351	1,224	143,575				-	143,575
A420 Regional Program Excellence	160,950	619	161,569			31,500	31,500	193,069
A426 Distance Learning/Madison BOCES	852,948	27,356	880,303		36,279	12,809	49,088	929,391
A428 Summer School	1,021,124	218,424	1,239,548				-	1,239,548
A438 Distance Learning	1,971,808	8,389	1,980,197	(49,886)	14,952	64,168	29,234	2,009,431
A461 Distance Learning/Capital Region BOCES	9,828	(9,828)	-				-	-
A464 Bright Future Academy/Madison BOCES	-	46,759	46,759		3,797		3,797	50,556
A479 DL Synergy Virtual HS/CITI BOCES	49,470	(32,335)	17,135			17,135	17,135	34,270
A480 Early College Access - Dual Credit	226,338	-	226,338				-	226,338
A400 GENERAL EDUCATION TOTAL	13,282,105	98,318	13,380,423	(49,511)	55,175	135,610	141,274	13,521,697
A500 INSTRUCTIONAL SUPPORT								
A502 Library Media	1,208,695	100,392	1,309,088	(81,088)	464	13	(80,611)	1,228,476
A504 Audio Visual/Video Repair	1,124,750	(82,898)	1,041,852				-	1,041,852
A505 Printing Services	1,658,000	(152,789)	1,505,211		83,000	49,536	132,536	1,637,747
A509 Sch. Curr./Cayuga BOCES	33,274	211	33,485		(422)		(422)	33,063
A510 Learning Technology	3,630,689	437,247	4,067,936	23,298	67,895	36,878	128,071	4,196,007
A511 Sch Curric/Capital Region BOCES	10,490	1,012	11,502		(8,307)		(8,307)	3,195
A513 Sch Curric/Franklin BOCES	-	-	-			495	495	495
A514 Model Schools/Madison BOCES	278,306	64,998	343,304				-	343,304
A515 Com Objective/Madison BOCES	3,591,249	4,220,906	7,812,155		(1,155,626)	1,265,958	110,332	7,922,487
A518 Science Kits	1,392,129	(47,692)	1,344,437	13,425	13,615	15,525	42,565	1,387,002
A521 School Curriculum Improvement	2,381,673	(385,556)	1,996,118		85,208	142,013	227,220	2,223,338
A538 Model Schools	146,534	1,515	148,049				-	148,049
A540 Staff Dev/Delaware BOCES	-	-	-			17,200	17,200	17,200
A543 Hard/Software/Oswego BOCES	13,728	10,122	23,851		2,120	6,360	8,480	32,331
A545 Community School Resources	5,436,591	6,380,939	11,817,529			572,854	572,854	12,390,383
A547 CDOS Credential Mgmt Sys/Oswego BOCES	2,830	100	2,930			110	110	3,040
A549 Sec III Interscholastic Sports/OCM BOCES	81,135	129	81,265				-	81,265
A555 Superintendent Eval/Erie 2 BOCES	7,939	(3,230)	4,709				-	4,709
A560 Committee Preschool Special Ed	192,470	1,254	193,724				-	193,724
A570 Home School Coordination/Madison BOCES	-	3,228	3,228				-	3,228
A573 Instr. Tech./Cap Region BOCES	3,260	(3,260)	-				-	-
A574 School and Business Alliance	734,821	27,604	762,425				-	762,425
A575 Vocational Assessment	4,750	-	4,750				-	4,750
A576 Library Services	903,964	(184)	903,780	440	(21)	190	609	904,389
A578 Library Automation/Madison BOCES	168,945	3,555	172,500		132	344	476	172,976
A581 Grant Writing/Capital Region BOCES	-	20,760	20,760				-	20,760
A586 Learning Technology/Cayuga BOCES	-	77,412	77,412		23,228		23,228	100,640
A500 INSTRUCTIONAL SUPPORT TOTAL	23,006,221	10,678,991	33,685,212	(43,926)	(888,714)	2,107,475	1,174,835	34,860,048
A600 NON-INSTRUCTIONAL PROGRAMS								
A601 Computer Services/Madison BOCES	11,715,859	(624,433)	11,091,427		1,081,795	(826,935)	254,860	11,346,287
A602 Negotiations/Madison/Broome BOCES	211,962	6,652	218,614		8,888	158	9,045	227,659
A603 School Communications	932,560	(73,184)	859,376	366,240			366,240	1,225,616
A604 Central Business Office	526,235	(19,627)	506,608		4,339		4,339	510,947
A607 Staff Development Bus Drivers	-	1,784	1,784		1,520		1,520	3,304
A609 Energy Services/Onondaga BOCES	58,010	7,730	65,740			(487)	(487)	65,253
A610 Interconnect Telephone	684,485	200,368	884,853	73,001	8,588	2,611	84,200	969,053
A611 Bus Maint/Madison BOCES	175,000	-	175,000				-	175,000
A612 Health Coord /Herkimer BOCES	12,898	-	12,898			344	344	13,242
A615 Policy Planning/Erie 1	13,909	664	14,573				-	14,573
A616 Employee Assistance Program	22,080	-	22,080				-	22,080
A618 Employee Benefits Coordination	108,060	57	108,117				-	108,117
A620 Safety/Asbestos/Struct/Fire Inspections	986,285	14,409	1,000,695		580	2,493	3,073	1,003,768
A621 Liability Insurance Consortium	7,625	2	7,627				-	7,627
A622 Regional Bus Radios/Madison BOCES	10,168	249,833	260,001			1,962	1,962	261,963
A623 State Aid Planning/Questar III BOCES	43,020	720	43,740		144		144	43,884
A625 Substitute Calling Service	178,861	2,454	181,315				-	181,315
A626 School Food Service	1,283,350	8,608	1,291,957				-	1,291,957

Description	2025-2026	Adjustments	07/31/25	08/01/25	09/01/25	10/01/25	Net	Revised
	Adopted	per	Contract	08/31/25	09/30/25	10/31/25		
	Budget	Contracts	Totals	Changes	Changes	Changes	Changes	Budget
A627 Records Retention	114,750	11,053	125,803			8,500	8,500	134,303
A628 Telecommunications	319,554	893	320,447			14,929	14,929	335,375
A631 Cooperative Bid/Madison BOCES	63,362	2,094	65,456					65,456
A633 GASB 45/Questar III BOCES	21,921	618	22,539		122		122	22,661
A634 Staff Dev./Board/Herkimer BOCES	15,422	(4)	15,418			712	712	16,130
A636 GASB 45/Clinnton-Essex Boces	17,670	(4,995)	12,675					12,675
A637 Fixed Assets/Questar III BOCES	32,331	2,307	34,638		20		20	34,658
A639 Transp./Madison BOCES						598	598	598
A640 Drug Testing/Jeff-Lewis BOCES	12,098	(554)	11,544		76		76	11,620
A641 On-Line Application/Putnam BOCES	44,432	689	45,121					45,121
A645 Infinite Campus/E. Suffolk BOCES	1,150	(27)	1,123			539	539	1,662
A646 Medicaid Reimburs./Madison BOCES	29,467	539	30,006			102	102	30,108
A649 ACA Compliance/Madison BOCES	18,399	(691)	17,708			(0)	(0)	17,708
A650 Testing-NYS Alt Addmt/Cap Region BOCES	12,138	(12,138)			11,974		11,974	11,974
A651 SCRIC/Broome BOCES	75,384	314	75,697					75,697
A655 Special Ed Aid Assistance Svc/Questar III BOCES	33,610	30,887	64,497		85		85	64,582
A656 Employee Relations/ONC BOCES	19,716	1,034	20,750			15,563	15,563	36,313
A657 Project Work/Cap Region BOCES	28,485	(28,485)						
A658 Coop Bid/DCMO BOCES	24,936	(1,453)	23,484					23,484
A659 Tier 4 Enhanced/Cap Region BOCES	232,634	(142,738)	89,896					89,896
A660 Employee Assistance/DCMO BOCES		9,527	9,527					9,527
A661 Web Hosting/Capital Region BOCES	8,828	398	9,226					9,226
A662 Computer Management/Westchester BOCES	71,437	7,625	79,062		(1,175)		(1,175)	77,887
A664 Data Analytics/Clinnton Essex BOCES		10,964	10,964		1,686		1,686	12,650
A663 Transportation Planning/Franklin Essex BOCES	21,700	1,302	23,002					23,002
A679 Planning Service/Erie 2 BOCES	66,550		66,550					66,550
A600 NON-INSTRUCTIONAL SERVICES TOTAL	18,256,342	(334,806)	17,921,537	439,241	1,118,642	(778,912)	778,971	18,700,508
A700 INTERNAL								
A701 Operations and Maintenance								
A713 Infor and Technology Supervision								
A700 INTERNAL								
TOTALS	102,308,508	12,690,277	114,998,785	345,804	334,057	40,442	720,303	115,719,088

MONTHLY ADJUSTMENTS OVER 10% OF BUDGET

A202 Intense Mang. Needs/Madison BOCES	13,152
A205 Option II/Madison BOCES	(74,617)
A225 Elementary IMN/Madison BOCES	(225,903)
A228 Skills Dev-Elem (12:1:1)/Madison BOCES	(31,010)
A229 Elementary Autism/Madison BOCES	(918,775)
A230 Intense Mgmt Needs/Madison BOCES	(63,327)
A232 Autism-Secondary (6:1:1)/Madison BOCES	43,649
A307 Itinerant English	(18,405)
A308 Physical Education	(11,577)
A314 School Social Worker	(24,381)
A318 Hearing Impaired	20,592
A332 Curriculum Supervision	19,156
A410 Hospital Based/Onondaga BOCES	2,310
A415 Portable Planetarium	7,688
A420 Regional Program Excellence	31,500
A479 DL Synergy Virtual HS/CiTi BOCES	17,135
A513 Sch Curric/Franklin BOCES	495
A515 Com Objective/Madison BOCES	1,265,958
A540 Staff Dev/Delaware BOCES	17,200
A543 Hard/Software/Oswego BOCES	6,360
A639 Transp./Madison BOCES	598
A645 Infinite Campus/E. Suffolk BOCES	539
A656 Employee Relations/ONC BOCES	15,563

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A. PERSONNEL REPORT

a. RESIGNATIONS

1. Non-Instructional / Classified Staff

			Hire Date	Resign Date
1.	EMILY A. CRIM	LICENSED PRACTICAL NURSE	09/01/2025	11/19/2025
2.	DALILA HASANAGIC	CAREER EXPLORATION SPECIALIST	08/22/2024	11/21/2025
3.	SHELLY A. HEIL	COOK MANAGER	09/01/2025	11/29/2025
4.	BARBARA J. KOWALSKI	FOOD SERVICE HELPER	03/12/2025	11/18/2025

b. UNPAID LEAVE(S) OF ABSENCE

1. Teaching/Certified Staff

			Start Date	End Date	Reason
1.	ARIANA C. PRATT	SCHOOL SOCIAL WORKER	01/09/2026	TBD	
2.	MICHAEL J. STONE	TEACHER ASSISTANT	12/15/2025	06/30/2026	work as long term substitute teacher

2. Non-Instructional/Classified Staff

			Start Date	End Date	Reason
1.	JAIME R. LAMBERTO	CAREER EXPLORATION SPECIALIST	12/11/2025	TBD	new probationary appointment

c. APPOINTMENTS

1. Teaching/Certified Staff

a. RECOMMENDATION FOR PROBATIONARY APPOINTMENT(S)

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

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

1. Recommend that **ALYSSA A. DENTON** be appointed as a **GUIDANCE COUNSELOR** in Instructional Programs & Professional Learning, P-TECH for a four year probationary appointment in the Guidance tenure area, commencing December 01, 2025 and ending November 30, 2029 at an annual salary rate of \$51,863.00, prorated.

Redacted.

2. Recommend that **LISA M. EBENSPERGER** be appointed as a **TEACHER ASSISTANT** in Instructional Program & Professional Learning, Bridges for a four year probationary appointment in the TEACHING ASSISTANT tenure area, commencing December 01, 2025 and ending November 30, 2029 at an annual salary rate of \$21,717.00, prorated.

Redacted.

3. Recommend that **SHI-ANNE R. MORGAN** be appointed as a **TEACHER ASSISTANT** in Instructional Programs & Professional Learning, Middle Settlement Academy at Lincoln Ave for a four year probationary appointment in the TEACHING ASSISTANT tenure area, commencing November 17, 2025 and ending November 16, 2029 at an annual salary rate of \$19,964.00, prorated.

Redacted.

b. RECOMMENDATION FOR A LONG-TERM SUBSTITUTE APPOINTMENT

1. Recommend that **MICHAEL J. STONE** be appointed as a **ATTENDANCE TEACHER** in Instructional Programs an Professional Learning, Alternative Education, for a long-term substitute appointment commencing December 15, 2025 and ending June 30, 2026 at an annual salary rate of \$62,166.00, prorated.

Redacted.

c. RECOMMENDATION FOR A TEMPORARY APPOINTMENT(S)

- 1. Recommend that **SUSAN D. SYNAKOWSKI** be appointed as a **CURRICULUM SUPERVISOR** in Instructional Programs and Professional Learning, PPL, for a temporary appointment commencing July 01, 2025 and ending June 30, 2026 at an annual hourly salary rate of \$55.00.

d. 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.

			Tenure Date
1.	LISA M. CORRIGAN	TEACHING ASSISTANT	03/21/2026
2.	MICHAEL A. DEGIOVINE	MUSIC	03/30/2026
3.	VINCENT TRIPODI	PRINCIPAL OF ALTERNATIVE EDUCATION	03/09/2026

e. RECOMMENDATION FOR MENTORING

		Title	Start Date	End Date	Salary
1.	FRANCOISE A. PIRON	EXECUTIVE COACH	11/03/2025	06/30/2026	\$45.00/hr

2. Non-Instructional/Classified Staff

a. RECOMMENDATION FOR PROVISIONAL APPOINTMENT - CIVIL SERVICE COMPETITIVE TITLE

1. Recommend that **JAIME R. LAMBERTO** be appointed to a provisional appointment as a **SENIOR CAREER EXPLORATION SPECIALIST** in Support Services, School to Careers, commencing December 11, 2025 at an annual salary rate of \$60,638.00, prorated.

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

Redacted.

b. RECOMMENDATION FOR PROBATIONARY APPOINTMENT(S)

1. Recommend that **JAMES R. ALLEN** be appointed to a probationary appointment as a **WEBMASTER** in Support Services, Information Technology, commencing January 06, 2026 at an annual salary rate of \$52,500.00, prorated.

JAMES R. ALLEN has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **WEBMASTER**. **JAMES R. ALLEN** will be required to serve a twenty-six week probationary period.

Redacted.

2. Recommend that **HALEY L. ROSEEN** be appointed to a probationary appointment as a **COOK MANAGER** in Support Services, School Food Services, commencing November 10, 2025 at an hourly salary rate of \$18.58.

HALEY L. ROSEEN has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **COOK MANAGER**. **HALEY L. ROSEEN** will be required to serve a twenty-six week probationary period.

Redacted.

c. RECOMMENDATION FOR PART-TIME APPOINTMENT

1. Recommend that **AUSTIN J. MILLER** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in Support Services, School Food Services, commencing November 07, 2025 at an hourly salary rate of \$15.65.

AUSTIN J. MILLER 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 **SARAH N. PEDERSEN** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in Support Services, School Food Services, commencing November 12, 2025 at an hourly salary rate of \$15.65.

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

Redacted.

- 3. Recommend that **SAMANTHA L. PROSSER** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in Support Services, School Food Services, commencing October 31, 2025 at an hourly salary rate of \$15.65.

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

Redacted.

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

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

			Perm. Date
1.	SAMANTHA A. SCHEER	CAREER EXPLORATION SPECIALIST	04/07/2025

d. STIPENDS

1. Teaching/Certified Staff

a. RECOMMENDATION FOR ADDITIONAL STIPENDS

			Date	Stipend
1.	KELLE KIRKLAND	TEACHER OF HOME ECONOMICS	12/15/2025 - 06/3/2026	\$1,200.00 (mentor - prorated)

e. TERMINATIONS

1. Teaching/Certified Staff

a. RECOMMENDATION FOR TERMINATION OF PROBATIONARY APPOINTMENT

- 1. Based upon the recommendation of the District Superintendent, it is recommended that the employment of

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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. 2
Motion by: Elaine M. Falvo
Seconded by: Steve Boucher
Motion carried 10-0

Memorandum

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 

Date: October 21, 2025

Subject: Recommendation for Approval of Board Policies

Prepared by: Tim Rowland

IX. D. 2.
Approval of Board Policies
(First Reading)
1007, 4206, 5201, 5301, 5302
November 12, 2025

IX. D. 1.
Approval of Board Policies
(Second Reading)
1007, 1101, 4206, 5301, 5302
December 10, 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:

- 1007 Service Animals
- 1101 Public Complaints (DELETE)
- 4206 Tax Exempt Bonds-Post Issuance Compliance
- *** ~~5201 Food Service Program and Meal Charge Policy~~
- 5301 Purpose, Use and Administration of District Digital Information System
- 5302 Usage of Security Cameras in the OHM BOCES

*** Policy 5201 was previously approved, second reading on 11/12/2025. The inclusion of this Policy on this memo was not necessary. Additional reading not required.

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.

1007 Service Animals

1101 Public Complaints (DELETE)

4206 Tax Exempt Bonds-Post Issuance Compliance

5201 Food Service Program and Meal Charge Policy

5301 Purpose, Use and Administration of District Digital Information System

5302 Usage of Security Cameras in the OHM BOCES

Attachments: policies

Draft 10/20/25

COMMUNITY RELATIONS

NEW 1007

SERVICE ANIMALS

I. Statement of Policy

- A. The OHM BOCES permits the use of a service animals by any individual with a disability, whether student, employee or visitor, who is qualified to attend or participate in any event or activity held on school premises and sponsored by the OHM BOCES.
- B. The District Superintendent or their designee will create procedures, regulations and/or building specific rules regarding the use of service animals on school grounds by individuals with disabilities that comply with Federal and New York State law and any related applicable Board Policies.
- C. Requests for accommodations, or more information regarding service animals, should be directed to:

Director of Human Resources
(315) 793-8518

II. Service Animals

- A. Service animal means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.
- B. Other species of animals not specifically referred to herein, whether wild or domestic, trained or untrained, are not service animals for the purpose of this Policy.

III. Work/Tasks of the Service Animal

- A. —The work or tasks performed by a service animal must be directly related to the individual's disability.
- B. Animals whose function is to provide emotional support, comfort, therapy or therapeutic benefits, companionship, promote emotional well-being, or provide

POLICY

Draft 10/20/25

COMMUNITY RELATIONS

NEW 1007

SERVICE ANIMALS

crime deterrent effects are not service animals as defined under the Americans with Disabilities Act (ADA).

POLICY

Draft 10/20/25

COMMUNITY RELATIONS

NEW 1007

SERVICE ANIMALS

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: The Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12101 *et seq*, 28 C.F.R 35 *et seq*.; 29 C.F.R. Part 1630, *et seq*.; Section 504 of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 794; Individuals with Disabilities Education Act, 20 U.S.C. 1400 *et seq*.; 34 C.F.R. 104 *et seq*.

Cross Ref: 0015, Equal Opportunity and Prohibition of Discrimination and Harassment Including Sexual Harassment

Adopted: _____

COMMUNITY RELATIONS

1101

PUBLIC COMPLAINTS

I. Statement of Policy

The Board of Cooperative Educational Services recognizes that from time to time concerns regarding the operation of the OHM BOCES will arise and that constructive criticism can assist in improving the quality of the program and in meeting individual student needs more effectively. No member of the community will be denied the right to bring their complaints to the OHM BOCES.

II. Complaint Process

Level 1

File the complaint with the employee, teacher or administrator in charge of the unit closest to the source of the complaint. If the complaint and related concerns are not resolved to the satisfaction of the complainant, see Level 2;

Level 2

File the complaint with the District Superintendent or designee. Unresolved complaints at Level 1 must be reported to the District Superintendent by the appropriate administrator. The District Superintendent may require the statement of the complainant in writing. If the complaint and related concerns are not resolved at this level to the satisfaction of the complainant, see Level 3;

Level 3

File the complaint with the Board of Cooperative Educational Services. Unresolved complaints at Level 2 must be reported to the Board of Cooperative Educational Services by the District Superintendent. The Board of Cooperative Educational Services reserves the right to require written reports from appropriate parties.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Adopted: 07/10/02

Revised: 04/11/18, 02/09/22

Draft 10/14/25

FISCAL MANAGEMENT

4206

TAX EXEMPT BONDS – POST ISSUANCE COMPLIANCE

I. Statement of Policy

From time to time, the OHM BOCES finances its capital projects or operation by issuing tax-exempt Bonds, as defined more fully in Section II of this Policy. It is the Policy of the OHM BOCES to comply fully with the legal requirements for maintaining the tax-exempt status of the bonds and the interest paid on Bond proceeds after the issuance of the Bonds. The purpose of this Policy is to establish standards of conduct that maximize the likelihood that OHM BOCES - issued Bonds will retain their tax-exempt or tax-advantaged status under the applicable federal law and rules, including the Internal Revenue Code of 1986, as amended and applicable regulations.

II. Definitions

- A. “Applicable Federal Law” means the Code and related Treasury Regulations.
- B. “Arbitrage” means earnings from the investment of Bond proceeds in excess of the amount that would have been earned had the funds been invested at the Bond yield, adjusted for certain expenses.
- C. “Bond” or “Bonds” means all bonds, notes, installment purchase agreements, and other tax-exempt or tax-advantaged debt obligations that are issued by or on behalf of the OHM BOCES.
- D. “Code” means the Internal Revenue Code of 1986, as amended.
- E. “Issuer” means the OHM BOCES.
- F. “Private Business Use” has the meaning given in the Code, including but not limited to the use of Bond-financed assets by third parties pursuant to leases, management or service agreements that do not meet compliance requirements, any “naming rights” agreement, any “public-private

POLICY

Draft 10/14/25

FISCAL MANAGEMENT

4206

TAX EXEMPT BONDS – POST ISSUANCE COMPLIANCE

partnership” arrangement, and any other arrangement that allows a third party to use or otherwise benefit from Bond-financed property.

- G. “Tax Certificate” means the arbitrage and tax compliance certificate signed by the Board of Cooperative Educational Services at the closing of a Bond issuance in which the OHM BOCES makes representations, warranties, and covenants relating to the expected use of Bond proceeds and the tax eligibility of the financed projects.
- H. “Treasury Regulations” means the regulations applicable to tax-exempt bonds promulgated by the Internal Revenue Service pursuant to the Code.

III. Assignment of Responsibility

- A. The Board of Cooperative Educational Services has the final responsibility for monitoring whether the OHM BOCES is in compliance with post-issuance requirements for the OHM BOCES’ tax-exempt Bonds. However, the OHM BOCES’ Assistant Superintendent for Administrative Services, under the supervision of the District Superintendent, (“the Bond Compliance Monitor”) shall have the primary operating responsibility to monitor the OHM BOCES’ compliance with those requirements and to recommend to the Board of Cooperative Educational Services actions necessary to comply with this Policy and applicable laws and regulations.
- B. The Bond Compliance Monitor shall ensure that this Policy is communicated to all OHM BOCES officers and staff with responsibility or control over any aspect of the issuance by the OHM BOCES of tax-exempt Bonds, the investment or expenditure of Bond proceeds, or the use of Bond-financed assets, including those who manage, direct, or influence the following:
 - 1. the pre-issuance process and decision-making, including identification of eligible projects;
 - 2. the expenditure of Bond proceeds and OHM BOCES funds for project costs;

POLICY

Draft 10/14/25

FISCAL MANAGEMENT

4206

TAX EXEMPT BONDS – POST ISSUANCE COMPLIANCE

3. the investment of Bond proceeds and other OHM BOCES funds;
 4. the use of all facilities and other assets financed or refinanced by Bonds, including use by the OHM BOCES or third parties pursuant to leases, management agreements, service agreements, fee-for-use, or other arrangements;
 5. the sale or other disposition of any facilities or other assets financed or refinanced by Bonds;
 6. the creation and retention of documentation relating to expenditure of Bond proceeds, the use and disposition of Bond-financed assets, Arbitrage and tax return filings; and
 7. the recording and reporting of financial transactions related to Bonds.
- C. The Bond Compliance Monitor and other responsible staff of the OHM BOCES should receive education and training regarding the tax compliance requirements relating to tax-exempt Bonds and are authorized to attend relevant educational seminars or programs, with the prior approval of the District Superintendent. A record shall be kept of all such education or training received by the Bond Compliance Monitor and other responsible OHM BOCES staff.
- IV. Expenditure and Use of Bond Proceeds
- A. Expenditure of Bond Proceeds
1. Bond proceeds, including investment earnings thereon, shall be disbursed only for project costs, capitalized interest (i.e., interest payments during project construction), Bond issuance costs and other purposes expressly allowed under the Bond documents and authorizing bond ordinances. All Bond-financed property must be owned by the OHM BOCES.

POLICY

Draft 10/14/25

FISCAL MANAGEMENT

4206

TAX EXEMPT BONDS – POST ISSUANCE COMPLIANCE

2. If the OHM BOCES intends to reimburse itself from Bond proceeds for project costs paid prior to issuance of the Bonds, the OHM BOCES shall adopt a declaration of official intent to reimburse project costs that meets the requirements of Applicable Federal Law after consultation with nationally recognized bond counsel.

B. Final Allocation of Bond Proceeds

Promptly after the final expenditure of Bond proceeds, the Bond Compliance Monitor shall prepare a written report documenting the allocation of Bond proceeds (including interest earnings thereon) and other OHM BOCES funds to project expenditures (the "Final Allocation"). In all cases, the Final Allocation shall be completed within eighteen (18) months after the later of the date Bond proceeds are expended or the date the project is placed in service, but not later than five (5) years after the Bonds were issued. The Bond Compliance Monitor is authorized to consult with nationally recognized bond counsel in connection with the Final Allocation of Bond proceeds.

C. Private Business Use of Bond-Financed Property

1. No more than ten percent (10%) of Bond proceeds may be used for Private Business Use and such use may occur only in accordance with the Tax Certificate and Applicable Federal Law.
2. Prior approval of the Bond Compliance Monitor is required for the following uses of Bond-financed property: use by third parties for trade or business activities, including leases, licenses, fee-for-use permits under the Community Use of OHM BOCES Facilities Policy, or other arrangements; management or service contracts under which the compensation of the manager or service provider is based on income from operation of the facility; and any other use that could potentially be considered Private Business Use under Applicable Federal Law.

POLICY

Draft 10/14/25

FISCAL MANAGEMENT

4206

TAX EXEMPT BONDS – POST ISSUANCE COMPLIANCE

3. The Bond Compliance Monitor shall annually review all uses of Bond financed property and determine the percentage of Private Business Use of Bond-financed property, and shall report this percentage to the Board.
4. The Bond Compliance Monitor shall maintain a record of all Bond financed property, including the amount of Bond proceeds allocated to each asset, which shall be based on the Final Allocation of Bond proceeds described above. The Bond Compliance Monitor shall maintain records of all Private Business Use, if any, of Bond-financed property, including copies of the pertinent leases, contracts or other documentation, and the related determination that any Private Business Use is within permissible limits under Applicable Federal Law.

D. Change of Use of Bond-Financed Property

Any significant change in the use of Bond-financed property must be reported to the Bond Compliance Monitor prior to implementation. The Bond Compliance Monitor shall determine whether the proposed new use may constitute Private Business Use. If the use may be Private Business Use, the Bond Compliance Monitor shall consult with bond counsel for tax advice on whether that use or arrangement, if put into effect, will be consistent with the restrictions on Private Business Use and, if not, whether any "remedial action" permitted under the Code may be taken by the OHM BOCES as a means of enabling that use.

E. Sale or Disposition of Bond-Financed Property

Any sale or other disposition of Bond-financed property must be reported to the Bond Compliance Monitor prior to execution of any agreement of sale or other agreement of disposition. The Bond Compliance Monitor shall determine whether the Bond-financed property has any remaining useful life in accordance with the Tax Certificate and Applicable Federal Law, and if so, consult with nationally recognized bond counsel as to the

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requirements of Applicable Federal Law applicable to the sale or other disposition and the appropriate "remedial action" permitted by the Code that must be undertaken by the Board of Cooperative Educational Services as a result of the potential sale or other disposition of the Bond-financed property.

V. Investment, Arbitrage and Rebate

A. Investment

Prior to expenditure for project costs, Bond proceeds shall be invested in compliance with the Local Finance Law, Applicable Federal Law and the Tax Certificate, and the OHM BOCES' Investment Policy (Policy No. 4300). The OHM BOCES will invest Bond proceeds at a yield in excess of the Bond yield only during the applicable "temporary period" (as defined in the Code and the Treasury Regulations), and shall provide for yield restriction on the investment of such proceeds after the applicable temporary period. The OHM BOCES shall ensure that investments acquired with proceeds of an issue are purchased at "fair market value," as defined in Treasury Regulations.

B. Arbitrage and Rebate

The Bond Compliance Monitor shall determine whether the Bonds are eligible for an Arbitrage rebate exception. If the Bonds are not exempt from Arbitrage rebate, the Bond Compliance Monitor shall compute the amount of Arbitrage earnings, and make all required rebate payments to the IRS, on each computation date required by Applicable Federal Law. The Bond Compliance Monitor is authorized to retain an arbitrage rebate service provider to prepare arbitrage rebate calculations.

VI. Reissuance

Before modifying any Bond terms, the OHM BOCES shall consult with nationally recognized bond counsel to determine whether the proposed

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modification could potentially be treated as a "reissuance" of those Bonds for federal income tax purposes.

VII. Continuing Disclosure

If the OHM BOCES is subject to one or more Continuing Disclosure Undertakings as set forth in a bond resolution or separate continuing disclosure agreement, in order to comply with Rule 15c2-12 of the Securities and Exchange Commission, the Bond Compliance Monitor shall maintain records that includes a copy of each such Continuing Disclosure Undertaking and shall ensure that the information required to be disclosed is disclosed in a timely fashion.

VIII. Filing of Returns

The OHM BOCES will work with nationally recognized bond counsel to prepare and file any returns with the IRS relating to Arbitrage rebate in a timely manner. The OHM BOCES will confirm with bond counsel that the information report required to be filed upon issuance of Bonds (e.g., Form 8038) was filed with the IRS on a timely basis.

IX. Corrective Actions

Upon discovering any violation of Applicable Federal Law including, but not limited to, excess Private Business Use, violation of Arbitrage restrictions or sale of Bond-financed assets, the Bond Compliance Monitor shall promptly consult with legal counsel to determine appropriate remedial action to correct such violation. If remedial action is not available, the OHM BOCES will undertake to remedy the violation through the IRS Voluntary Closing Agreement Program (VCAP).

X. Record Retention

The Bond Compliance Monitor is responsible for ensuring that written records (which may be in electronic form) are maintained with respect to each Bond issue for as long as those Bonds (and any Bonds issued to refinance those Bonds) remain outstanding, plus three years. The records maintained shall include:

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1. basic records relating to the Bond issuance including the official transcript of proceedings;
2. documentation evidencing expenditure of Bond proceeds including, but not limited to, purchase contracts, construction contracts, progress payment requests, invoices, cancelled checks, payment of Bond issuance costs, and records of "allocations" of Bond proceeds to reimburse the OHM BOCES for project expenditures made before the Bonds were actually issued;
3. records showing the specific assets financed with Bond proceeds (including assets to which Bond proceeds are allocated pursuant to the Final Allocation described above);
4. information, records and calculations showing that, with respect to each Bond issue, the OHM BOCES was eligible for one of the Arbitrage rebate spending exceptions or, if not, that the Arbitrage rebate amount, if any, was calculated and timely paid to the IRS;
5. documentation evidencing use of Bond-financed property by public and private entities (including copies of leases and management contracts);
6. records showing that special use arrangements, if any, affecting Bond-financed property made by the OHM BOCES with third parties, if any, are consistent with applicable restrictions on Private Business Use of property financed with proceeds of tax-exempt Bonds;
7. records of any sale or disposition of Bond-financed property, including terms of sale, and documentation of any "remedial action" undertaken as a result of the sale or other disposition; and
8. documentation pertaining to any investment of proceeds of the issue, including the purchase and sale of securities, calculations for each class of investments and actual investment income received and Arbitrage rebate calculations.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Cross Ref.: 1002, Community Use of Board of Cooperative Educational Services
Facilities

Adopted: 09/12/18

Revised: 05/11/22, _____

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SCHOOL FOOD SERVICE PROGRAM AND MEAL CHARGE POLICY

I. Statement of Policy

- A. The OHM BOCES participates in the United States Department of Agriculture (USDA) Child Nutrition Programs including the National School Lunch Program (NSLP) and School Breakfast Program (SBP) and operates the OHM BOCES' program within the requirements of the federal and state regulations and guidelines applicable to the programs.
- B. The OHM BOCES shall apply for funding under the Community Eligibility Provision (CEP) for each school year for which CEP is available and the OHM BOCES meets the eligibility criteria.
 1. When the OHM BOCES receives funding pursuant to CEP then meals will be provided to all students without cost to the student, consistent with all regulations applicable to CEP and the amount of funding received. Records shall be maintained in the form necessary to ensure the OHM BOCES' compliance and continued eligibility.
 2. If the OHM BOCES does not receive CEP funding for a particular school year, free and reduced price meals shall be provided to students in accordance with this Policy, as set forth below.
- C. The OHM BOCES' Food Service Program shall be managed so that the nonprofit school food service account does not operate at a deficit, and so that subsidies from the general fund are limited.
- D. The OHM BOCES provides each student with the student's meal of choice for that school day from the available reimbursable meal choices for such school day, if the student requests one, unless the student's parent or guardian has specifically provided written permission to withhold a meal.
- E. To the extent consistent with prudent fiscal operation of the Food Service Program and sound nutritional practices, the School Lunch Director shall attempt to purchase at least thirty percent (30%) of the total food cost for the School Lunch Service Program from New York State farmers, growers, producers, or processors, and shall take the necessary steps to apply for all State-funded subsidies when that goal is met.

II. Eligibility for Free and Reduced Meals

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- A. To extend the benefit of the program to all eligible students, the OHM BOCES will communicate to families the eligibility for free and reduced meals, the procedures for applying and the OHM BOCES' policies and procedures regarding meal charges set forth in this Policy.
1. At the beginning of each year, information letters shall be sent to households of children attending the school to inform families about the Child Nutrition Programs and that free or reduced-price meals or free milk may be available to children, and the procedures for applying for enrollment in the program.
 2. The letters may be distributed by regular mail, e-mail addressed to the parent or guardian, or included in information packets provided to students.
 3. The information provided to each family at the beginning of each school year shall include a printed application for enrollment in the Federal free and reduced-price lunch program, or instructions on how to file an electronic application and instructions on how to obtain a paper application at no cost.
 4. The information provided at the beginning of each school year shall identify the OHM BOCES' School Lunch Director, provide that person's contact information, and inform families that they may contact that person to request assistance in applying for Federal free and reduced price lunch benefits.
 5. If the OHM BOCES becomes aware that a student whose parent or guardian has not submitted an application for free or reduced price lunch or milk benefits is eligible for those benefits, the School Lunch Director shall complete and file an application on behalf of the student, in accordance with the procedures set forth in 7 C.F.R. 245.6(d).
- B. A household may apply for benefits at any time during the school year.
1. Only one application is required for all children in the household.
 2. No application is necessary if the household was notified by the OHM BOCES that all children have been directly certified. If the household is not sure if their children have been directly certified, they should contact the School Lunch Director.

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3. A student's status as eligible for free and reduced-price meals shall carry over into the next school year for thirty (30) days from the start of school attendance.
4. A student that transfers from a Community Eligibility Provision (CEP) or Provision 2 (P2) participating school to a non-participating school shall be deemed eligible for free and reduced-price meal benefits for thirty (30) days or until a new eligibility determination is made, whichever occurs first.

III. Meal Payments and Deferred Payments (Meal Charge)

- A. Students may charge meals in accordance with the following rules:
 1. Students are expected to pay for meals at the school's published meal rate each day. Families are expected to maintain funds in accounts to minimize the possibility that a child may be without meal money on any given day.
 2. Students may charge complete reimbursable meals only.
 3. All students will be provided with meal charge opportunities pursuant to this Policy, regardless of whether they receive full price, reduced price, or free meals.
 4. When the balance on a student's meal card or [MySchoolBucks; PayPams:etc.] is exhausted, the OHM BOCES will provide the student with the student's meal of choice from the available reimbursable meal choices for that school day, if the student requests one, unless the student's parent or guardian has specifically provided written permission to withhold a meal.
 5. No student with a negative meal card or [MySchoolBucks; PayPams:etc.] account balance will be allowed to charge any a la carte items, including snacks, extras, or beverages.
 6. The information provided at the beginning of each school year shall include an explanation of the OHM BOCES' Policy on charging meals and shall provide each parent or guardian with a procedure for notifying the OHM BOCES that their student should not be allowed to charge meals.
- B. The OHM BOCES is committed to ensuring that Federal reimbursements, children's payments and other non-designated nonprofit food service revenues do not subsidize meals for adults. The OHM BOCES, therefore, adheres to a "no charge" meal purchase policy for adults.

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IV. Communication of Policy to Families, Students, and Staff

- A. This Policy will be submitted to the Commissioner and then posted on the OHM BOCES' website.
- B. The OHM BOCES will communicate this Policy to parents/guardians in writing at the start of each school year and upon enrollment during the school year.
- C. The OHM BOCES will provide this Policy to all school staff responsible for enforcement, including but not limited to, school food service professionals for collecting payment for meals at the point of service, staff involved in notifying families of low or negative balances, school social workers, school nurses, the homeless liaison, other staff members assisting children in need (or who may be contacted by families with unpaid meal charges), and any staff involved in enforcing any other aspects of this Policy.
 1. The OHM BOCES' liaison for providing services to homeless, foster, and migrant students shall coordinate with the School Lunch Director to ensure that these students are eligible to receive free meals in accordance with Federal law.
 2. Time shall be provided on one (1) or more Superintendent Conference Days to provide staff with training with respect to this Policy and the OHM BOCES' procedures for implementing it. Staff shall be informed that it is the OHM BOCES' Policy to decrease student distress or embarrassment when a meal account is delinquent, and that no staff member is to: publicly identify or stigmatize a student who cannot pay for a meal or who owes a meal debt by any means, including wearing a wrist band or hand stamp; require a student who cannot pay for a meal or who owes a meal debt to do chores or other work to pay for a meal; require that a student throw away a meal after it has been served because of the student's inability to pay for the meal or because money is owed for earlier meals; take any action directed at a student to collect unpaid school meal fees; or discuss any outstanding meal debt in the presence of other students.

V. Nonprofit School Food Service Account (NSFSA)

- A. When outstanding student charges accrue \$25 resulting from nonpayment for school meals, a letter and this Policy will be forwarded by mail or email from the School Lunch Director notifying the parent/guardian of the insufficient account

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balance. This notification may include a repayment schedule for unpaid meal charges. These outstanding meal charges shall be classified as delinquent debt.

1. The OHM BOCES' collection efforts shall include communications only with the parent or guardian, not the student.
2. The OHM BOCES will take the following steps to collect delinquent amounts from a parent or guardian:
 - a. The School Lunch Director shall notify the parent or guardian that the student's meal card or account balance is exhausted and meal charges are due. This notice shall include a proposed repayment schedule.
 - b. If after fifteen (15) business days from the notice provided by the School Lunch Director the parent or guardian has not responded, or the response has not corrected the problem or established an acceptable repayment plan, then a second notification shall be sent to the parent or guardian, with a copy of this Policy, from the Assistant Superintendent for Support Services.
3. The OHM BOCES will not charge interest or finance charges and will not utilize a debt collector, as defined in Federal law.

B. The OHM BOCES shall continue efforts to collect delinquent debt until the June 30th following the school year during which the debt was incurred or for a period of three (3) months after the last partial payment was made against the debt, whichever is later. When this collection period has expired, any remaining delinquent debt will be classified as bad debt for purposes of the OHM BOCES' accounts. Bad debt will be written off in accordance with the OHM BOCES' usual accounting procedure.

C. Delinquent debt is not an allowable cost to the nonprofit school food service account and cannot be absorbed by that account at the end of the school year or carried forward to the next school year. The OHM BOCES will, therefore, subsidize the nonprofit school food service account for all unpaid meals by June 30th of each school year using nonfederal funds. However, the OHM BOCES reserves the right to continue debt collection efforts to the next school year.

VI. Breakfast Program

A. When a OHM BOCES school is identified by the State Education Department as meeting the threshold that seventy percent or more of the students attending the

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school qualify for free or reduced price lunch meals, the OHM BOCES shall provide a breakfast program at that school in compliance with state law; provided that, if the District Superintendent, in consultation with the School Lunch Director, determines that the OHM BOCES meets the requirements for a waiver of this requirement, then the District Superintendent may apply to the Commissioner of Education for such a waiver.

- B. When the OHM BOCES provides a mandated breakfast program, the District Superintendent shall determine the service delivery model that best suits OHM BOCES students, after consulting with teachers, parents, students, and members of the community. Notice will be provided to parents and guardians of students at the affected school that the OHM BOCES will be providing breakfast after the start of the instructional day and the service delivery model being implemented.

VII. Training

The School Nutrition Program Director shall ensure they have completed all required training and/or continuing education standards by the USDA and its programs. In addition, the School Nutrition Program Director shall ensure all managers and staff with responsibility for implementing school nutrition programs, as well as acting and temporary staff, substitutes, and volunteers complete any required trainings required by the USDA and its programs.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: 7 CFR 210.12, 245.5 and 245.6(d); 15 USC 1692a; 42 USC 1758(b)(2)(A); Education Law §908; Ch. 537 of the Laws of 1976 as amended by Ch. 56 of the Laws of 2018; Healthy, Hunger-Free Kids Act, Public Law 111-296, Section 143; May 2006 Memo from SED's Frances N. O'Donnell to Food Service Directors/Managers; August 2005 Memo from USDA titled "*Establishing A Meal Charge Policy*"; July 8, 2016 Memo from USDA titled "*Clarification on Collection of Delinquent Meal Payments*", May 1, 2018 Memo from SED titled "*New York State Legislation – Prohibition Against Meal Shaming*."

Adopted: _____

SUPPORT OPERATIONS

PURPOSE, USE AND ADMINISTRATION OF OHM BOCES DIGITAL INFORMATION SYSTEMS

I. Scope Statement of Policy

- A. Digital information systems are important to achieving the Board of Cooperative Educational Services' educational goals and conducting business operations in an efficient manner. The Board of Cooperative Educational Services' goal is to provide students and staff with digital technology tools that are appropriate to support the Board of Cooperative Educational Services' instructional goals and operational needs, consistent with a wise use of the financial resources.
- B. When used in this Policy, the terms "digital information systems" or "digital information assets" includes computers of any size and form factor (including smartphones and tablets), network servers, routers, cables, interactive whiteboards, video conferencing equipment, switches, ~~and~~ applications (:apps"), software, and software as a service (SaaS) that is owned, leased, or licensed by the OHM BOCES, or that the OHM BOCES has the use of through a cooperative educational services agreement (CoSer), and that is used to create, modify, store, or transmit information in a digitized form.
- C. This Policy applies to the use of all OHM BOCES-managed devices, including mobile devices such as laptop computers and digital tablets, whether the equipment is used by staff, students, or members of the public. References to OHM BOCES-managed devices shall include devices owned by the OHM BOCES and devices that are assigned to the OHM BOCES for use within the OHM BOCES under OHM BOCES supervision.
- D. This Policy also applies to the use of digital devices that are not OHM BOCES managed devices but are used to access and connect to the OHM BOCES' network, whether the device is owned or used by a staff member, student, or member of the public.
- E. This Policy also applies to social media activity which takes place in the school building(s), on OHM BOCES grounds, or at OHM BOCES events and social media use accessed through school resources
- F. The Board of Cooperative Educational Services prohibits employees from using digital devices to communicate with students except for educational purposes or those directly related to instruction and learning. ~~For purposes of this policy, the Board of Cooperative Educational Services includes as permissible communications those between employees and student athletes insofar as such communication is necessary for training, scheduling and practice.~~

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- G. Anyone who uses any part of the OHM BOCES' digital information systems is expected to comply with the standards of use set forth in this Policy, whether that person is a staff member (employees and volunteers), student, contractor, or member of the public (including parents or person in parental relation and community members).
- H. In addition to the standards set forth in this Policy for use of the OHM BOCES' digital information systems, users of those systems must comply with all other Board of Cooperative Educational Services adopted policies and related regulations, including but not limited to, the Code of Conduct, the Internet Safety Policy, ~~and the Equal Opportunity and Prohibition of Discrimination and Harassment Including Sexual Harassment Policy~~ the OHM BOCES' policies prohibiting harassment, discrimination, and bullying, Title IX, and other related Board policies.

II. OHM BOCES Accountability for Use of Digital Information Systems

- A. The Board of Cooperative Educational Services recognizes the OHM BOCES' responsibility to monitor the use of its digital information assets to ensure that those assets are used for their intended purposes, and that the use of those assets does not expose the OHM BOCES to unnecessary risk. This monitoring includes the use of filtering and other security protocols, which may include blocking certain networks or websites (including but not limited to social media sites), to protect the OHM BOCES digital assets and systems. The District Superintendent shall develop procedures and operating protocols that provide for the periodic review of access logs and filtering logs for the purpose of identifying possible misuse of the OHM BOCES' assets.
- B. The OHM BOCES reserves the right to inspect the contents of any digital files, folders, images, or other digital information created, modified, stored, accessed, or transmitted using the OHM BOCES' digital information assets.
 - 1. The only information that should be created, modified, stored, accessed, or transmitted using the OHM BOCES' digital information systems is information that is necessary to or supportive of the OHM BOCES' education program or business operations. Individuals do not have an expectation of personal privacy in any information created, stored, or transmitted by the individual using the OHM BOCES' digital information systems. This includes any passwords to an individual's personal internet accounts that the individual chooses to store on the OHM BOCES' digital information systems.
 - 2. The District Superintendent shall ensure that staff, students, and the public are periodically advised that any information created, modified, stored, or transmitted using the OHM BOCES' digital information systems may be examined by the OHM BOCES for such reasons as to ensure that the systems are being properly used, or to comply with obligations under laws such as the

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Freedom of Information Law (FOIL), the Family Educational Rights and Privacy Act (FERPA), and litigation discovery procedures.

- C. The OHM BOCES is not responsible for the quality, availability, accuracy, nature, or reliability of Internet service beyond the point at which the OHM BOCES' digital information systems connect to the internet. Not all information found on the internet is accurate or reliable, and each user is responsible for verifying the integrity and authenticity of information that the user finds on the internet.
- D. The OHM BOCES maintains its digital information systems for the sole purpose of delivering its educational program and conducting its business operations, and the digital information system shall not be deemed to be a public forum or limited public forum.

III. Responsible Use of Digital Information Systems and Assets

- A. Instructional and non-instructional staff are provided with access to the OHM BOCES' digital information systems for the purpose of performing their work duties. Use of the systems for any other purpose may be classified as unacceptable work performance, and may be subject to counseling or discipline consistent with applicable laws and collective bargaining agreements.
 - 1. Each staff member shall execute an Employee Agreement On Use of OHM BOCES Technology Devices, Network, E-Mail and Internet regulation 5301.1 before being given access to the OHM BOCES digital information system.
 - 2. Limited personal use for such purposes as brief communication with family members may be acceptable, but staff members should keep in mind that any data created by personal use remains subject to review by the OHM BOCES.
- B. Students are provided with access to the OHM BOCES' digital information systems for the purpose of completing instructional assignments under the guidance of a teacher. Use of the systems in a manner that does not comply with the standards in this Policy or another Policy, or guidance issued by the District Superintendent or other administrator or teacher, may result in disciplinary action consistent with the OHM BOCES' Code of Conduct.
- C. Members of the public may access the OHM BOCES' digital information systems to support a child's education (e.g., Parent Portal to access grades), to communicate with staff, or for personal reasons (e.g., WiFi access while in the school building). The District Superintendent, in consultation with the Assistant Superintendent for Support Services, shall develop and implement procedures and protocols so that members of the public are reasonably advised of their responsibility to adhere to the standards set forth in this and other Board Policies, and are reasonably advised that information

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created, modified, stored, or transmitted through the OHM BOCES' digital information systems is not considered private, except to the extent explicitly provided by law.

- D. Users must not engage in conduct that may compromise the security of the OHM BOCES' digital information systems.
1. A user may not access the systems with any password other than their own password.
 2. A user may not disclose the user's assigned password to anyone except a OHM BOCES staff member authorized to have access to that user's password.
 3. A user may not download or install any program, app, content, or other software that has not been approved for installation by the OHM BOCES.
 4. A user may not circumvent, or attempt to circumvent, any computer security measure implemented by the OHM BOCES or required by any service provider or program as a condition for using a service or program.
 5. A user may not download, create, or distribute a virus, Trojan horse, adware, or other malware, or add files to or delete files that change the function or operation of the digital information systems.
- E. Users must understand and respect the capacity of the digital information systems and the need to accommodate other users. Therefore, users shall not engage in activities that use a disproportionate share of the system's assets, such as creating or disseminating commercial advertising, political fundraising, mass mailings (unless for pre-approved school-related purposes), or playing online games that have not been incorporated into course material.
- F. Users must respect the rights of other individuals regarding content those individuals have created. A user cannot download or use content in violation of copyright laws, including music, movies, artwork, photographs, and programs.
- G. Users may not access, upload, download, or distribute ~~pornographic~~ material that is pornographic, obscene material, or sexually explicit material. This includes a prohibition of "sexting", which is the transmission of images, text, and/or links to content that are sexually explicit, often sent and received through SMS, MMS, or social media.
- H. Users may not create or distribute information that is disrespectful of other persons or groups, or that is illegal, defamatory, abusive, intimidating, harassing, discriminatory, or bullying, or the creation or distribution of which is illegal.

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- I. Users may not participate in chat rooms, instant messaging, or e-mail that is not specifically permitted by a staff member as a legitimate school-related purpose.
- J. Users may not send or display unsolicited non-educational related messages or pictures.
- K. Users may not access the internal components of a computer or other device, except as instructed by an authorized member of the OHM BOCES' instructional technology staff or other technical consultants.
- L. Users may not access, or "hack into," other user accounts or files or directories that the user is not authorized to access.
- M. Users may not use the OHM BOCES' digital information systems to conduct business transactions not related to their school responsibilities, or to perform work on behalf of any non-school organization.
- N. Users may not engage in any activity using the OHM BOCES' digital information systems that violates any local, state, or federal law. OHM BOCES staff who encounter materials on OHM BOCES accounts, computers, devices, or elsewhere, should immediately report it to their supervisor, or the OHM BOCES Title IX Coordinator, Compliance Coordinator, or DASA Coordinator.
- O. Users who engage in inappropriate use of the digital information systems may have their access rights modified or revoked, or be subject to discipline consistent with the OHM BOCES' Code of Conduct and applicable laws and collective bargaining agreements.

P. Use of Artificial Intelligence (AI)

- 1. The OHM BOCES commits to using AI responsibly, fairly, safely, and with respect for the principles of academic integrity, honesty, and educational and professional ethics. The use of AI by staff and students must also be in accordance with applicable state and federal laws, including but not limited to:
 - a. NYS Education Law 2-d;
 - b. FERPA;
 - c. NYS Technology Law 208;
 - d. OHM BOCES policies, including but not limited to:
 - i. data security and privacy policies; and
 - ii. the Code of Conduct;
- and

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- e. data privacy agreements with third-party contractors and vendors
- 2. There are a variety of AI products and programs available. These include but are not limited to products that use Generative AI (GenAI), that are built and enhanced by large language models (LLMs), or train AI products and programs using customer input. Information entered into AI products and programs may be accessible to others due to data sharing or breaches.
- 3. Staff and students must understand that there are risks associated with the use of AI, including but not limited to:
 - a. implicit bias;
 - b. hallucinations;
 - c. incorrect results; and
 - d. the AI product or platform using data input by the user for training its products or LLMs.

Staff and students must think critically, fact-check AI outputs, be cautious when inputting data and information, and use primary, non-AI sources and references when using AI as a tool in their studies and their professional work.

- 4. Staff and students are prohibited from inputting certain types of data into AI products and software and are prohibited from creating certain outputs using AI products and software.
 - a. Prohibited input includes but is not limited to:
 - i. Materials, information, and/or data that is protected by copyright, trademark, intellectual property, or other federal or state law or regulation;
 - ii. Proprietary information or data;
 - iii. Confidential information or data such as student and employee records;
 - iv. Student and employee personal information including but not limited to:
 - (1) log ins,
 - (2) usernames,
 - (3) student IDs,
 - (4) names and addresses of students or, parents/guardians names
 - (5) other personal information to create vendor or product accounts or sign-ups to utilize AI or other digital products or vendors.

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- b. Additional prohibited uses of AI include but are not limited to generating or distributing content that:
 - i. is harmful or illegal.
 - ii. facilitates discrimination, harassment, or bullying.
 - iii. includes hate speech, is violent, or incites violence.
 - iv. is sexually explicit.
 - v. exploits or manipulates individuals.
 - vi. is defamatory.
 - vii. includes deepfakes or other similar outputs that are made using videos or photos to digitally alter the face, body, voice, or other identifying characteristics of an individual for malicious purposes.
 - viii. facilitates spam, phishing emails, malicious code, malware, or other deceptive or illegal communications or practices.
 - ix. engages in misrepresentation or misleading activities, such as fraud, scams, deceptive actions, misleading claims or representations, or impersonations.
 - x. otherwise violates federal or state laws or regulations.

- 5. Students and staff may only use AI products or programs that have been approved by the District Superintendent or their designee and conform with Education Law 2-d and any other applicable state or federal laws.

- 6. Staff and students must ensure their use of AI aligns with OHM BOCES policies and any related Regulations or internal procedures. Use of AI that plagiarizes or violates copyright protections, includes inaccurate information, or other misuse may result in discipline.
 - a. Violations of the use of AI by staff or students shall be dealt with in accordance with the OHM BOCES Code of Conduct or other applicable policies.

 - b. Consequences for violations may include:
 - i. Revocation of access and/or discipline, up to and including suspension for students;
 - ii. Revocation of access, counseling memos, and discipline, up to and including termination, pursuant to applicable laws and collective bargaining agreements, if any, for staff.

- 7. Responsibilities of the District Superintendent

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The District Superintendent or their designee may develop and update Regulations or internal processes or procedures regarding the use of AI by staff and students to ensure the protection of student and employee data and that aligns with subsequent federal and state laws and regulations. This may include, but is not limited to:

- a. staff trainings and professional development;
- b. approved uses of AI by staff and students;
- c. prohibited uses of AI use by staff and students;
- d. lists of prohibited AI inputs; and/or
- e. other procedures necessary to ensure that the use of AI by staff and students aligns with applicable laws, regulations, and District/BOCES policies.

IV. Physical Environment and Security

- A. The physical assets that are incorporated into the OHM BOCES' digital information systems (hardware) are both valuable and vulnerable. To the extent feasible in existing facilities, network servers and other critical infrastructure shall be installed in physical locations that provide appropriate ventilation, electrical supply, and an absence of potential risks (e.g., water leaks). Future facility plans shall include consideration of proper physical spaces to house digital network infrastructure.
- B. The District Superintendent, in consultation with the Assistant Superintendent for Support Services, shall adopt a protocol for limiting access to spaces housing network servers and other critical infrastructure, and for logging the identity of those accessing those spaces and the dates of access.
- C. If a OHM BOCES managed mobile device is assigned to a student or staff member for their dedicated use, a record shall be made identifying the device, the person to whom it is assigned, the date of the assignment, and the date of the expected return of the device. All devices shall be returned to the Instructional Technology Department no later than June 30 of each school year, unless prior arrangements have been made with the IT Department.
- D. A staff member or student may take possession of an assigned device only after providing the Instructional Technology Department with a written agreement the required personal information such as name, address, phone number, parents' names, address(es) and phone numbers for student devices, and any other information required by the IT Department.

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- E. The user, and in the case of devices provided to a student, their parent(s)/guardian(s), must also acknowledge and agree that by accepting the device, and upon receipt of a copy of this Policy, that they will comply with this Policy. The user, and in cases of devices provided to students, their parents, acknowledge and agree to acknowledging the following conditions with respect to the device and any related equipment provided with the device:
1. Use of the device must conform to the standards of responsible use set forth in this Policy, any corresponding Regulations, and all other applicable OHM BOCES policies and rules, whether the device is connected to the OHM BOCES' digital information systems or not;
 2. The device remains the property of the OHM BOCES, and must be returned to the OHM BOCES at the designated time or when the user ceases to be affiliated with the OHM BOCES, if earlier;
 3. The user will take reasonable care to protect the device from damage due to dropping or other physical shock, inclement weather, spillage of food or other substances, and other physical dangers;
 4. The user will lock the device using the assigned password, will not share that password with anyone other than an authorized OHM BOCES employee or designee, and will not allow any other person to use the device;
 5. The software installed on the device is owned by or licensed to the OHM BOCES, and the user may not copy or alter the installed software; the user will not install or download any software, program, application, or executable code onto the device that is not approved by an authorized OHM BOCES employee or designee;
 6. The user acknowledges that the device may be equipped with software installed by the OHM BOCES to protect the device from damage from viruses or other malware, which may prevent the user from installing software or making other changes to the device, and the user agrees not to attempt to remove, neutralize, or circumvent this security measure;
 7. The OHM BOCES retains the right to examine the device and its contents, and may do so remotely, and the user has no expectation of privacy in any information created, modified, stored, or transmitted with the device; and
 8. If the device is damaged through the gross negligence of the user, the user will be responsible for compensating the OHM BOCES for the damage.

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Where the user is a student, the acknowledgement shall be signed by both the student and a parent or person in parental relation.

V. User Access Rights

- A. The OHM BOCES shall assign each user rights to access only those assets of the digital information systems, and only those data fields, files, or elements that are appropriate to the user's status and, where applicable, job responsibilities.
- B. The OHM BOCES shall periodically review the roster of users and their assigned access rights, and make adjustments to reflect any changes in circumstances.
- C. Users shall be required to use passwords that meet standards established by the District Superintendent, in consultation with the Assistant Superintendent for Support Services, and to change passwords periodically.
- D. The District Superintendent, in consultation with the Assistant Superintendent for Support Services, is authorized to develop and adopt procedures and protocols for assigning, reviewing, and removing user access rights, including the use of passwords. These procedures and protocols shall include procedures for removing users from the roster when an individual is no longer affiliated with the OHM BOCES.

VI. Mitigation of Business Interruption Risk

- A. The District Superintendent, in consultation with the Assistant Superintendent for Support Services, is authorized to develop and implement the procedures and protocols for disaster recovery and information backups. The Board shall be briefed on the status of these plans at least annually.
- B. As part of the disaster recovery plan, the OHM BOCES shall create, periodically review, and update as necessary, a plan for routine backup of the information stored in the OHM BOCES' digital information systems. The backup plan shall balance cost and administrative effort with the potential consequences of losing particular data elements. The importance of individual data elements or databases to the continued operation of the OHM BOCES shall be prioritized and backup schedules set accordingly.
- C. The OHM BOCES shall create, periodically review, and update as necessary, a disaster recovery plan that provides a reasonably specific roadmap to responsible OHM BOCES personnel of the steps to follow in responding to, and recovering from, a disaster-related interruption of the operation of the OHM BOCES' digital information systems. The plan shall be responsive to such extraordinary events as flood, storm, electrical grid failure, system component failure, and cyber intrusion.

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VII. Email Component Use of Digital Information Systems or Assets for Communication

- A. ~~All references in~~ This Policy to the use of OHM BOCES digital information systems include the use of those systems for the composing, sending, receipt, and storage of communication, including email and OHM BOCES-approved messaging apps and software. The OHM BOCES' reserves right to access and inspect information stored on or passing through its systems as it applies to email these messages and related metadata. The standards of responsible use set forth above apply to email all OHM BOCES communications whether by email or other form of communication.
- B. Use of Email Communication By Staff Members
1. Staff members are provided with credentials to access and use the OHM BOCES' email domain (@oneida-boces.org) to send and receive work-related emails. Staff may also be given access to specific apps or services such as ParentSquare, SchoolMessenger, or other similar apps or services to communicate with students and their families.
 2. ~~As noted above, those emails~~ Communications via email, apps, or software (or Saas) are not confidential or private. The OHM BOCES may review those emails communications for any reasonable business purpose, including to ensure compliance with this and other Policies, and with other applicable laws and regulations. The OHM BOCES may be required to disclose emails to third parties pursuant to the Freedom of Information Law (FOIL), Family Educational Rights and Privacy Act (FERPA), or other legal requirements. Employees shall not conduct personal business using the OHM BOCES' email address.
 3. Staff members must use the OHM BOCES' email domain or OHM BOCES'-approved apps, software, or Saas to send and receive all work-related messages, including to students or their families. If a staff member uses a personal email account or cell phone to send or receive a work-related message, the staff member may be required to provide access to the personal email account or phone in order to comply with FOIL, FERPA, or another legal requirement.
 4. If a staff member stores personal email, or passwords to personal email accounts, including personal email accounts, on the OHM BOCES' digital information systems or assets, that information will be available to the OHM BOCES.
 5. Each email or other digital communication is a business document. Consistent with the standards for responsible use set forth above, all email communications should be businesslike, appropriate to the business purpose,

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and respectful of the recipients. Staff members must keep in mind that every communication, including emails, is subject to public disclosure under FOIL, FERPA, or another legal requirement.

6. _____ Emails that contain personally identifiable student information may be classified as education records under FERPA. Staff members should use discretion when communicating personally identifiable student information to anyone through email. Disclosure of personally identifiable student information to other staff members should be limited to those staff members who work with the student.

C. Use of Email Communication by Students

1. Use of the OHM BOCES' email domain by students is permitted when ~~assigned~~ approved by a teacher or administrator as part of a class requirement, project, or unit.
2. Students may not access their personal email accounts (such as Yahoo!, MSN, personal Gmail, etc.) or other personal accounts such as social media, through an OHM BOCES owned machine device. If a student uses or stores personal email, or passwords to personal accounts, including personal email accounts, on OHM BOCES' digital information systems or assets, that information will be available to the OHM BOCES.
3. The OHM BOCES' email domain is filtered and can be monitored by school staff. Students do not have an expectation of privacy when using the OHM BOCES' email domain or OHM BOCES' devices.

VIII. Personally-Owned Devices Connected to the OHM BOCES' Digital Information Systems

- A. When devices not owned or managed by the OHM BOCES access the OHM BOCES' digital information systems, the OHM BOCES is exposed to several additional risks, such as the risk that malware will infiltrate the OHM BOCES' system from a non-secure device; the risk that confidential student information will migrate to the device, which might then be lost or stolen; and the risk that records relating to OHM BOCES business will be stored on the device, and the OHM BOCES will be legally obligated to produce those records in response to a FOIL request or litigation. To mitigate these risks, employees connecting non-OHM BOCES managed devices to the OHM BOCES' digital information systems shall be required to accept certain requirements.
- B. The District Superintendent, in consultation with the Assistant Superintendent for Support Services, ~~shall~~ is authorized to develop and implement procedures and protocols for authorizing devices not managed by the OHM BOCES to be connected

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to the OHM BOCES' digital information systems. Devices shall not be connected to the OHM BOCES' systems unless the user of the device agrees to the terms determined by the District Superintendent or their designee to be appropriate and necessary to mitigate the foreseeable risks. Those terms shall include, but not be limited to:

1. The user acknowledges familiarity with this Policy and other relevant Policies, and agrees that the use of the OHM BOCES' digital information systems through the device will comply with the standards of responsible use and other requirements in the Policies;
2. The user agrees to give the OHM BOCES access to the memory of the device when the OHM BOCES has a business reason to retrieve data or documents, including the need to respond to a FOIL request; a request for education records under FERPA; or a litigation disclosure requirement, or a review to confirm compliance with the standards of responsible use;
3. The user agrees that no OHM BOCES-related data or documents will be copied or otherwise stored in personal "cloud" accounts such as Dropbox, Box, OneDrive, etc. All OHM BOCES documents and data should be stored on OHM BOCES approved accounts and devices, using OHM BOCES credentials;

~~The user agrees that OHM BOCES-related communications will be sent and received as email when practicable, and that text messaging will only be used to relay non-essential information;~~

4. In the event that the device is lost, stolen, or missing for more than 48 hours, the user will immediately notify the Assistant Superintendent for Support Services, and will cooperate with all OHM BOCES efforts to recover or reconstruct OHM BOCES-related information that was stored on the device;
5. The user acknowledges that if the device is used to access the internet through the OHM BOCES' digital information systems then that access will be filtered in accordance with the OHM BOCES' Internet Safety Policy;
6. The user agrees that all system updates and all application updates will be installed within a reasonable time of being available, and agrees that anti-virus software will be installed on the device, activated, and updated where applicable;
7. ~~The user agrees that, if the device has the capability to connect to the internet using cell phone connections, the user will not connect the device to the internet using that capability while on school premises. Instead, the user will~~

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~~always connect to the OHM BOCES network in order to connect to the Internet the delivery of instructional programs and/or the conduct of OHM BOCES operations will be conducted on OHM BOCES networks;~~

8. The user agrees that the OHM BOCES will not be responsible for any damage that occurs to any component of the device, including processors, memory, video displays, WiFi or Bluetooth circuitry, or programs as a result of being connected to and operating on the OHM BOCES' digital information systems; and
9. The user agrees that failure to abide by the terms of use will be sufficient reason for the OHM BOCES to block the device from further access to the OHM BOCES' digital information systems.

~~C. The use of non-OHM BOCES managed devices by students on school property shall be subject to rules and protocols approved by the District Superintendent after consultation with building principals and teachers.~~

IX. Student Data Security and Parental Consent

- A. The creation, modification, storage, and transmission of personally identifiable student information using the OHM BOCES' digital information systems must comply with the requirements of federal and state law.
 1. Usernames and passwords assigned to or created for students will generally be considered personally identifiable student information.
 2. Personally identifiable student information may not be provided to third party contractors (including online or "cloud" services) without determining that any online Terms of Service or other online agreement complies with federal and state laws. The District Superintendent shall develop and implement a procedure for administrators, teachers, and other staff to seek evaluation of any online product or service that they wish to implement to support instruction or business operations.
- B. The standard procedure in the OHM BOCES shall be to provide each student with access to the OHM BOCES' digital information systems unless the student violates the OHM BOCES rules for the use of those systems or the OHM BOCES is notified in writing (including email) by a student's parent or person in parental relation that the student is not to be given access to those systems. At the time of enrollment and the beginning of each school year, a student's parent or person in parental relation shall be notified of this Policy, the importance of online access to contemporary education methods, and how to inform the OHM BOCES that their student is not to be given access to the OHM BOCES' digital information systems.

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X. Data Security Awareness Training

OHM BOCES staff shall be provided with instruction concerning the requirements of applicable laws and this Policy, and the importance of following best practices to protect the security of information stored in the OHM BOCES' digital information systems.

XI. Notification

The OHM BOCES shall ensure this Policy is provided to students, their parents/guardians, and staff on an annual basis and posted on the OHM BOCES website.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: NYS Labor Law §2-d; The Federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232; NYS Public Officers Law §87 (Freedom of Information Law (FOIL)); NYS Technology Law §208

Cross Ref: 0015, Equal Opportunity and Nondiscrimination Prohibition of Discrimination and Harassment Including Sexual Harassment; 1005, Code of Conduct; 5300, Internet Safety; 5307, Protection of Student, Teacher, and Principal Personal Information (Data Security and Privacy (2d)); 1300, Records Management and Access (FOIL); 7400, Education Records (FERPA)

Adopted 07/10/02

Revised: 04/10/19, 07/13/22, _____

SUPPORT OPERATIONS

USAGE OF SECURITY CAMERAS IN THE ONEIDA-HERKIMER-MADISON BOARD OF COOPERATIVE EDUCATIONAL SERVICES

I. Statement of Policy

The Board of Cooperative Services promotes student, staff and visitor safety in all OHM BOCES facilities, grounds or buses. In order, that we may ensure a safe and effective learning environment, the Board of Cooperative Educational Services promotes the use of security cameras when necessary in all OHM BOCES facilities, grounds or buses. security cameras will be used in public areas and other non-public areas, except areas, such as rest rooms, where there is an obvious requirement for privacy. Audio recordings will not be made with such cameras. Such prohibition does not preclude the use of audio recordings by law enforcement or OHM BOCES personnel when used in accordance with their official duties and as authorized by law.

II. Development and Review of Safety Practices

The OHM BOCES Safety Team will develop and review OHM BOCES safety practices. The team will make recommendations to the District Superintendent regarding the use and implementation of security cameras. The District Superintendent will retain the final decision-making authority regarding Safety Team recommendations. The District Superintendent will communicate with the Cooperative Board concerning the procedures to be followed with regard to the use of security cameras by OHM BOCES.

III. Use

In determining the most appropriate use and implementation of security cameras in the OHM BOCES, facilities, grounds and buses the OHM BOCES-wide Safety Team's recommendation will be guided by the following consideration:

- A. A demonstrated need for the device at designated locations;
- B. The appropriateness and effectiveness of the proposed usage of security cameras;
- C. The use of additional, less intrusive, means to further address the issue of school safety (e.g., restricted access to building, use of pass cards or identification badges, increased lighting, alarms, added supervision, etc.);
- D. Everyone's right to privacy and the need for public safety; and
- E. The expense involved in the purchase, installation, maintenance and monitoring of security cameras at designated locations, including buses and/or on OHM BOCES grounds.

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Draft 10/14/25
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SUPPORT OPERATIONS

USAGE OF SECURITY CAMERAS IN THE ONEIDA-HERKIMER-MADISON
BOARD OF COOPERATIVE EDUCATIONAL SERVICES

IV. Video Recording

- A. Any video recording used for security purposes in OHM BOCES facilities, grounds and buses, will be the sole property of the OHM BOCES. The District Superintendent or a designee will be the custodian of such recordings. All video recordings will be in their original form and secured to avoid tampering and to ensure confidentiality in accordance with applicable laws and regulations.
- B. OHM BOCES prohibits the installation or use of cameras in restrooms, locker rooms or rooms designated by the BOCES for individuals to change their clothes. Individuals are required to change their clothes only in designated areas.
- C. ~~Silent~~ Video recordings of students are considered to be “Student Education Records” and will be handled in accordance with the OHM BOCES Student Records Policy.

V. Viewing

Requests for viewing a specific video recording must be made in writing to the District Superintendent or designee and, if the request is granted, such viewing must occur in the presence of the OHM BOCES designated custodian of the recording. Under no circumstance will the OHM BOCES video recording be duplicated and/or removed from the OHM BOCES premises unless in accordance with a court order and/or subpoena or as otherwise required by law.

VI. Signage/Notification Regarding Use of Security Cameras in OHM BOCES Buildings, Buses and/or on Grounds

- A. Appropriate signage will be posted at entrances to the OHM BOCES campus and/or at major entrances into OHM BOCES buildings notifying students, staff and the general public of the OHM BOCES use of security cameras.
- B. Students and staff will receive additional notification, as appropriate, regarding the use of security cameras on the OHM BOCES buses and/or on grounds. Such notification may include, but is not limited to, publication in the OHM BOCES calendar, employee handbook, and student handbook. Such notification does not preclude, as deemed appropriate by administration, the discussion of the use of security cameras with staff and students to heighten awareness and help foster a sense of security. Neither shall this policy preclude the use of covert security methods, when deemed appropriate by the Board of Cooperative Educational Services and/or the District Superintendent.

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Draft 10/14/25
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USAGE OF SECURITY CAMERAS IN THE ONEIDA-HERKIMER-MADISON
BOARD OF COOPERATIVE EDUCATIONAL SERVICES

VII. Records Retention

- A. All videotaped or other recordings obtained for security purposes that contain incidents that have potential administrative or legal uses (e.g. incidents where students are hurt, illegal activities, etc.) will be kept by OHM BOCES for three (3) years.
- B. Videotaped or other recordings not containing incidents warranting retention for potential administrative or legal uses need only be retained for at least two (2) weeks.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: Family Education Rights and Privacy Act, 20 U.S.C. 1232(g); NY Labor Law Section 203-c; NY Penal Law Article 250; NYS Public Officers Law Article 6 (FOIL)

Adopted: 07/01/2004

Revised: 07/12/18, 07/13/22

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Oneida-Herkimer-Madison BOCES

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IX. D. 2.
**Approval of FY 2025-2026
Instructional Technology State-
Wide Licensing Agreement – Add
On #1**
December 10, 2025

MEMORANDUM

TO: Cooperative Board

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

DATE: November 14, 2025

SUBJECT: Approval of *FY 2025-2026 Instructional Technology State-Wide
Licensing Agreements- Add On #1*

PREPARED BY: Scott Morris 

Background

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

Discussion

Each year the Cooperative Board must pass a resolution to participate in the NYSITCC contracts, managed by Erie 1 BOCES. A single resolution may cover any combination of contracts. However, each contract, with which your center wishes to participate, must be specified in the resolution. The following contracts are currently negotiated by Erie 1 BOCES.

AI in Education Awards

Airia Holdings LLC dba BrainFreeze LLC - BrainFreeze
Bright Village Ventures, LLC – Gravity
Carasoft Technology Corp. - ChatGPT Edu
Concourse Tech Inc. - Concourse AI Suite
Curipod - Curipod

Edia Learning – Edia AI Math, AI Attendance, and AI MTSS
Flint Inc. - Flint
Kira Learning - Kira
Knowt Inc. - Knowt
MantisEDU Inc. – Mantis
Notable Inc. dba Kami - Kami Companion
Panorama Education - Solara with Class Companion
Prometric Holdings Inc. dba Prometric LLC - Finetune Catalog, Finetune Generate, EdInsights
SAY IT Labs Inc. - SAY IT
Thriving Students Collective – Teacher product
TouchMath Acquisition LLC dba TouhMath LLC - Wittly by Classworks
TrueMark Systems Corporation- TrueMark
Varsity Tutors for Schools, LLC – AI platform only

Recommendation

It is recommended that the Oneida-Herkimer-Madison BOCES Cooperative Board approve the 2025-2026 State-Wide Instructional Technologies Add-On #1 agreement managed by Erie 1 BOCES and sign the State Wide Licensing Agreement.

Resolution

That the BOCES Cooperative Board approve Oneida-Herkimer-Madison BOCES' participation in the 2025-2026 State-Wide Instructional Technologies agreement.

Resolution Attached

RESOLUTION OF BOARD OF EDUCATION

WHEREAS, It is the plan of a number of BOCES districts in New York, to consent to jointly enter into an agreement for the 2025 – 2026 fiscal year, for Airia Holdings LLC, dba Brain Freeze LLC, Bright Village Ventures, LLC, Carahsoft Technology Corp., Concourse Tech. Inc., Curipod, Edia Learning, Flint Inc., Kira Learning, Knowt Inc., MantisEDU Inc., Notable Inc. dba Kami, Panorama Education, Inc. dba Prometric LLC, SAY IT Labs Inc., Thriving Students Collective, TouchMath Acquisition LLC dba TouchMath LLC, TrueMark Systems Corporation, Varsity Tutors for Schools, LLC, and,

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

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

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

BE IT FURTHER RESOLVED, That the Oneida-Herkimer-Madison BOCES Board of Education agrees
(1) to abide by majority decisions of the participating BOCES on quality standards;
(2) Erie 1 BOCES will negotiate contracts according to the majority recommendations;
(3) that after contract agreement, it will conduct all purchasing arrangements directly with the vendor.

CERTIFICATION

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

_____.

Dated _____, 2025

Board Clerk

RESOLUTION OF BOARD OF EDUCATION

WHEREAS, It is the plan of a number of BOCES districts in New York, to consent to jointly enter into an agreement for the 2025 – 2026 fiscal year, for Accelerate Learning, Amplify Education Inc., Education, Training, and Research Associates, eReflect Learnig, Find Your Grind Inc., Great Minds, OYOclass.com, Pearson, Prisms of Reality Inc., Radish Education Inc., RocketLit Inc., SAM Labs, Tequipment Inc., Vernier Software and Technology Inc. dba Vernier Science Education, WhyMaker, and,

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

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

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

BE IT FURTHER RESOLVED, That the Oneida-Herkimer-Madison BOCES Board of Education agrees
(1) to abide by majority decisions of the participating BOCES on quality standards;
(2) Erie 1 BOCES will negotiate contracts according to the majority recommendations;
(3) that after contract agreement, it will conduct all purchasing arrangements directly with the vendor.

CERTIFICATION

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

_____.

Dated _____, 2025

Board Clerk



Oneida-Herkimer-Madison BOCES

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IX. D. 3.
**Approval of FY 2025-2026
Instructional Technology State-
Wide Licensing Agreement – Add
On #2
December 10, 2025**

MEMORANDUM

TO: Cooperative Board 

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

DATE: November 14, 2025

SUBJECT: Approval of *FY 2025-2026 Instructional Technology State-Wide
Licensing Agreements- Add On #2*

PREPARED BY: Scott Morris 

Background

Oneida-Herkimer-Madison BOCES would like to participate with other BOCES districts in New York State in the joint agreement for the purchasing of State-Wide Instructional Technology Add-On 2 Agreements to include NYSITCC.

Discussion

Each year the Cooperative Board must pass a resolution to participate in the NYSITCC contracts, managed by Erie 1 BOCES. A single resolution may cover any combination of contracts. However, each contract, with which your center wishes to participate, must be specified in the resolution. The following contracts are currently negotiated by Erie 1 BOCES.

STEAM Awards

Accelerate Learning – Collaborate Science

Amplify Education Inc. - mCLASS Lectura, mCLASS Math, Desmos Math

Education, Training, and Research Associates - HealthSmart

eReflect Learnig - Wordela

Find Your Grind Inc. - Find Your Grind

Great Minds - Arts & Letters

OYOclass.com - oyoclass.com, including OYOclass Lite, OYOclass Block Code Basics, OYOclass Block Code

Game Dev, OYOclass Python Level 1, OYOclass Python Level 2, OYOclass Web Dev, OYOclass Arduino, Code

Conquest Hack Pack Upper Elementary, Code Conquest Hack Pack Middle, Code Conquest Hack Pack Junior

High, Code Conquest Hack Pack High School, OYO Pro Passport

Pearson – Navy

Prisms of Reality Inc. - Prisms of Reality

Radish Education Inc.- Magma Math

RocketLit Inc. - InnerOrbit

SAM Labs - SAM Labs, Root Education

Tequipment Inc. - Maker and Coder, Shaper

Vernier Software and Technology Inc. dba Vernier Science Education - Connections, Powered by Penda,

Hands-On Investigation Packages

WhyMaker - Kaibots, Makedo, 3DuxDesign, 3Doodler

Recommendation

It is recommended that the Oneida-Herkimer-Madison BOCES Cooperative Board approve the 2025-2026 State-Wide Instructional Technologies Add-On #2 agreement managed by Erie 1 BOCES and sign the State Wide Licensing Agreement.

Resolution

That the BOCES Cooperative Board approve Oneida-Herkimer-Madison BOCES' participation in the 2025-2026 State-Wide Instructional Technologies Add-On #2 agreement.

Resolution Attached



Oneida-Herkimer-Madison BOCES

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

Christopher Hill

Assistant Superintendent for Instructional Programs and Professional Learning

T: 315.793.8643

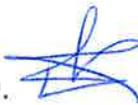
F: 315.793.8549

chill@oneida-boces.org

IX. D. 4
Approval of Special Patrol Officer
Agreement
December 10, 2025

MEMORANDUM

To: Cooperative Board

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

Date: December 2, 2025

Subject: Approval of Special Patrol Officer Agreement

Prepared by: Christopher Hill 

Background:

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

Discussion:

Based upon the intense management needs of the students enrolled in the BOCES Special Education Program, the Career & Technical Education Program and the Alternative Education Program, it is recommended that the Special Patrol Officers be available to BOCES staff and students to provide a safe, secure environment conducive to education.

For the 2025-2026 school year, the Oneida County Sheriff's Department School Special Patrol Officer (SPO) contract is a rate of pay and fringe of SPO's paid at an hourly rate of \$29.34.

Recommendation:

It is recommended that the Cooperative Board approve the contract with Oneida County Sheriff's Department as Special Patrol Officer for the 2025-2026 school year.

Resolution:

That the Cooperative Board approves the contract with the Oneida County Sheriff's Department and Oneida-Herkimer-Madison BOCES. To provide Special Patrol Officer services for the 2025-2026 school year.

SPECIAL PATROL OFFICER AGREEMENT

This Special Patrol Officer Agreement (“Agreement”), effective September 1, 2025, is by and between the County of Oneida, a New York municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York 13501 (“County”), through the Oneida County Sheriff’s Office, with offices located at 6065 Judd Road, Oriskany, New York 13424 (“OCSO”) and Oneida-Herkimer-Madison BOCES, a political subdivision of the State of New York with its principal offices located at 4747 Middle Settlement Road, New Hartford, NY 13413-4983 (“Participating Entity”). The County and the Participating Entity are each a “Party” and together, the “Parties.”

WITNESSETH

WHEREAS, the Participating Entity has a need for an intensive and coordinated approach to creating a safe and secure setting; and

WHEREAS, the Participating Entity desires to engage the services of Special Patrol Officers (“SPOs”) as defined in NYS General Municipal Law (“GML”) §209-v, to provide a uniformed presence to promote a greater sense of safety and security; and

WHEREAS, the OCSO is desirous of providing personnel to be utilized as SPOs at the times and places hereinafter indicated; and

WHEREAS, the County, through the OCSO, and the Participating Entity agree that the Parties’ goals are the following:

1. To establish a staff of SPOs to perform the duties of a County SPO which is detailed in the attached Exhibit A - Job Specification of Special Patrol Officer and made a part hereof;
2. To increase the physical law enforcement presence within the Participating Entity facilities;
3. To decrease the number of incidents involving outside police intervention at the Participating Entity facilities;
4. To increase a sense of safety and order; and
5. To ensure that the facilities’ safety and security measures in place are being followed by persons within the Participating Entity’s facilities; and

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

NOW THEREFORE, in exchange for the consideration hereinafter stated, the County and the Participating Entity agree as follows:

1. Assignment of SPOs. The OCSO shall provide three (3) SPOs to the Participating Entity, during the scheduled times which shall be established by mutual agreement between the OCSO and the Participating Entity. The OCSO will use a rotating staff of SPOs based on

the availability of each SPO. The Participating Entity will receive a maximum of 105 hours of service from the SPOs, collectively, per week, each day that the Participating Entity location(s) are in session during the term of this Agreement. The OCSO will provide substitute coverage when designated SPOs are absent. SPOs will wear uniforms issued by the OCSO, including a firearm and all other equipment authorized and issued by the OCSO, when acting in the capacity of an SPO at the Participating Entity.

2. Term of Agreement. The Term of this Agreement begins on September 1, 2025 and expires on August 31, 2026, without notice, unless terminated earlier as provided in this Agreement (the "Term.")
3. Compensation.
 - a. Basic Payment. The County will pay the SPO's an hourly rate of \$26.50 per hour and employment benefits in accordance with the applicable salary schedules or allocations, rules, policies and employment practices of the County.
 - b. For each hour of SPO time, the Participating Entity will pay the County the hourly rate of \$26.50 plus fringe benefits, exclusive of health insurance costs, for a total of \$29.34 per hour.
 - i. In the event that the County becomes responsible for payment of overtime wages for any SPO assigned to the Participating Entity pursuant to the Fair Labor Standards Act, the Participating Entity shall be responsible to pay the County the increased hourly rate associated with such overtime hours.
 - c. For the sake of clarity, the Participating Entity shall be responsible for one hundred percent (100%) of the costs of the SPOs assigned to it during the Term of this Agreement, to include payroll taxes and all other associated costs, such as, but not limited to, workers' compensation, disability, and unemployment insurance. The Participating Entity also agrees to pay the County for one hundred percent (100%) of hours spent by the SPOs undergoing mandatory training to maintain eligibility as SPOs, and shall pay the County for SPO uniform costs.
 - d. The County shall provide the Participating Entity with notice of any new rates of pay and/or fringe benefits within ten (10) days of a change in such rates. The new pay rates shall become effective upon the date specified by the County. The estimated pay rates for compensation under this Agreement shall be adjusted, and the actual pay rates reconciled with payments made as of effective date of the pay rate change, and the Parties acknowledge that any future action by the County changing the rate of pay and/or fringe benefits could include retroactive increases to rates for which the Participating Entity will be responsible, and that the same may be enacted after the expiration of this Agreement. In the event that such reconciliation results in a credit to the Participating Entity, it shall be applied to offset subset subsequent payments due, and if such adjustment results in an amount due to the County, it shall be included in the next payment or paid within thirty (30)

days of receipt of a demand by the County with itemized billing if the increase is enacted after the expiration of this Agreement.

- e. Incidental and Unrelated Costs. Incidental costs, such as ongoing training costs, shall be covered by the Participating Entity.
 - f. Additional Hours. Should the Participating Entity, upon request of the principal or designee, wish to have any SPO present at times over and above the regular hours agreed upon by the Parties, the Participating Entity will be billed based on the applicable hourly rate at the time, including any overtime costs and any associated fringe benefits. The Participating Entity shall be responsible for one hundred percent (100%) of this additional cost, and will be billed by the OCSO accordingly. The Participating Entity must schedule these additional hours with the OCSO designated supervisor as soon as the Participating Entity is aware of a need for these additional hours.
 - i. The County retains the right, in its sole discretion, to refuse the Participating Entity's request for additional hours.
 - g. Travel Costs. In the event the SPOs incur travel costs between Participating Entity facilities during the day, the Participating Entity shall reimburse the OCSO at the IRS standard mileage rate at the time of travel upon receipt of an invoice. Travel costs shall be paid in accordance with (h) below.
 - h. Billing and Payment. The OCSO shall submit an invoice for payment of all sums due by the Participating Entity pursuant to this Agreement to the Participating Entity on a monthly basis, to correspond with the schedule under which employees of the OCSO submit proof of their hours worked to the OCSO. The Participating Entity shall reimburse the sum due in each invoice to the County within seven (7) days of receipt.
4. Supervision of the SPOs. The OCSO agrees to have a designated supervisor from OCSO responsible for supervising SPOs to facilitate scheduling, cover absences, and/or supply support as needed by the Participating Entity on site at the designated Participating Entity location(s) each day that the Participating Entity is in session during the Term of this Agreement. The designated supervisor shall coordinate his or her activities at the Participating Entity with the principal or designee. The designated supervisor will be designated by the OCSO to act in such capacity, and will be under the supervision of a Deputy Sheriff Patrol – Lieutenant.
5. Duties of the SPOs. The SPOs' duties shall be as follows:
- a. Provide security within the Participating Entity facility that the SPO is assigned to in accordance with GML § 209-v.
 - b. Protect Participating Entity property and maintain order in the Participating Entity's locations.

- c. Report violations of law.
- d. Enforce New York State laws, rules and regulations which are relevant to the performance of the SPO's duties, as set forth in Exhibit A.
- e. Act as liaison with police and fire officials.
- f. Advise the Participating Entity administration of any circumstances or situations that may create a potential for harm to persons, breach of security, or damage or loss of property.
- g. Report for duty in a timely manner. In the event an SPO is absent from work, the SPO shall notify the designated supervisor. The OCSO shall then provide the Participating Entity with a replacement SPO to the extent that the OCSO has adequate staffing to do so in the County's sole discretion. The OCSO shall notify the principal or designee of that Participating Entity location of the replacement SPO, if any.
- h. The SPOs shall comply with all State and Federal laws as well as all of the lawful rules, regulations, policies, and procedures related to investigations, interviews, and search and arrests procedures of the OCSO.
- i. The SPO role is to protect the property and persons on the Participating Entity premises.
- j. The SPOs shall meet all of the obligations above without discriminating on the basis of race, color, sex, gender identity, orientation, ethnicity, national origin, or membership of any other protected class.

6. Additional Responsibilities of the OCSO.

- a. The OCSO, in its sole discretion, shall have the power and authority to hire, discharge, and discipline all SPOs. It is understood by the Parties that the OCSO will retain tactical control of all of the SPOs. The OCSO will provide SPOs who meet the requirements as prescribed in GML § 209-v.
- b. OCSO will use best efforts to provide SPOs to appropriately cover the Participating Entity's facilities in accordance with a schedule agreed to by the OCSO and the Participating Entity.
- c. OCSO will ensure the SPOs submit appropriate verification forms to be signed by authorized Participating Entity personnel to provide audit documentation of time spent in the Participating Entity.
- d. OCSO will cooperate with the Participating Entity to implement the SPO program with the least possible disruption to the educational process.

7. Additional Responsibilities of the Participating Entity.

- a. Implement this Agreement in accordance with the guidelines established herein by the Parties.
- b. Designate an employee as the Participating Entity representative, through which day-to-day business contact will be conducted with the SPOs.
- c. Provide the SPOs with full access to Participating Entity facilities and personnel.
- d. Ensure that Participating Entity personnel and other persons identified by the Parties are informed of the duties and presence of the SPOs on campus.
- e. Evaluate the program and administer an annual assessment of the program.
- f. Make recommendations to the designated supervisor and program adjustments as appropriate.
- g. Reporting of Crimes: If Participating Entity personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, a Participating Entity official shall notify the SPOs. The Participating Entity shall be responsible for dialing 911.
- h. Participating Entity shall possess and maintain internal and external locking mechanisms for all doors that shall be checked regularly by the Participating Entity.
- i. Participating Entity shall ensure all windows, doorways and locks are kept clear and secure.
- j. Participating Entity shall provide SPOs with a master key to all doors, as well as a map of the location and surrounding property.
- k. Participating Entity shall be responsible for providing and maintaining security equipment to monitor the Participating Entity facility including but not limited to: internal and external entry ways and exits.

8. Confidentiality and Disclosure of Records.

- a. Confidentiality. The County, OCSO, and the Participating Entity agree that any personally identifiable information or information that may be considered sensitive or confidential and subject to provisions of Federal and New York State law and will be used only for the purposes outlined in this Agreement.
- b. Records Disclosure. If the Participating Entity hold educational records, the County, OCSO, and the Participating Entity agree to comply with the requirements set forth in the Family Education Rights to Privacy Act, New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time.

- c. HIV-Related Information.
 - i. Non Discrimination. The County, OCSO, and the assigned SPOs and any substitute SPOs shall not discriminate or refuse assistance to individuals with AIDS or HIV infection. It is agreed that the Sheriff, and any member of his staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.
 - ii. Re-disclosure. The following written statement must be included when disclosing any confidential HIV-related information:

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure. "
 - d. Child Abuse, Neglect, and Maltreatment. The OCSO shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
 - e. The Parties agree that all records must be maintained no less than the minimum period of time as set forth in the LGS-1 Records Retention & Disposition Schedule, as adopted by the Participating Entity, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. This subdivision shall survive termination of this Agreement.
9. **Requirements of New York State Education Law Section 2-d.** This Section applies only if the Participating Entity is an entity subject to New York State Education Law Section 2-d.
- a. The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as "PII,") as defined by Education Law Section 2-d (1), (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SPOs. The exclusive purpose for which the referenced PII will be used is the delivery of SPO services provided under this Agreement.
 - b. If PII is disclosed to the SPOs and/or substitute SPOs by the Participating Entity for purposes of the SPOs providing services to the Participating Entity, the SPOs and County must additionally comply with the following express requirements of

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

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

10. Resolution of Disputes/Termination.

- a. In case of deficiencies of service or other SPO programmatic issues, the Participating Entity will first develop an Action Plan in concert with the OCSO to address the issues. In that event that the issues cannot be resolved through the Action Plan, the Participating Entity may terminate this Agreement with a thirty (30) day notice to the County.
- b. If programmatic issues occur that cause the OCSO to determine that termination of this Agreement is appropriate, the OCSO must first address the issues in writing to the Participating Entity. A subsequent meeting will be held and an Action Plan developed to resolve the issues. In the event that the issues cannot be resolved through these steps, the OCSO reserves the right to terminate this Agreement upon thirty (30) days written notice.
- c. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this

Agreement, the Participating Entity and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the Participating Entity shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the OCSO be responsible for further performance of any duties on behalf of the Participating Entity for any actual or consequential damages as a result of termination.

- d. In the event that there are changes to the law that affect the County's ability to assign SPOs to this Participating Entity, this Agreement shall immediately terminate on its own. In such event, the Participating Entity shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the OCSO be responsible for further performance of any duties on behalf of the Participating Entity for any actual or consequential damages as a result of termination.
 - e. The Participating Entity and the OCSO agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address for reasons other than those described in (a)-(d) above.
 - f. If this Agreement is terminated for any reason, the Participating Entity will be provided with the necessary documents, notes, memoranda and reports (if any) with respect to the SPOs' services up to the effective termination date of this Agreement. The necessary documents, notes, memoranda and reports will be mutually agreed upon between the Parties before the disclosure of the documents, notes, memoranda and reports.
 - g. The Parties shall use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under this Agreement shall be by a New York State Court of competent jurisdiction located within Oneida County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the OCSO must proceed diligently with contract performance and the Participating Entity must proceed diligently with payment therefor. Each Party waives any dispute or claim not made in writing and received by the other Party within sixty (60) days of the discovery of the claim, or within sixty (60) days of when such claim should have reasonably been discovered. Any claims for monetary damages must be in writing, for a sum certain, and must be fully supported by all cost and pricing information.
11. Independent Contractors. It is expressly understood and agreed that the legal status of the County, OCSO, and their officers and employees, vis-a-vis the Participating Entity under this Agreement, is that of an independent contractor, and in no manner shall the County, OSCO, or SPOs be deemed employees of the Participating Entity. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SPOs, as its employees, would otherwise be entitled by law, and all necessary insurances for its

employees, including workers' compensation, unemployment insurance, and health insurance where applicable, and to provide the Participating Entity with certification of such insurance upon request. The County remains responsible for all applicable Federal, State, and Local taxes, and all FICA contributions, subject to reimbursement for the same by the Participating Entity pursuant to Section 3 hereinabove.

12. Indemnification & Insurance.

- a. The Participating Entity agrees to indemnify, save, and hold harmless the County, OSCO, and their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind of nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the Participating Entity, its agents, servants, employees, or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.
- b. The County agrees to indemnify, save, and hold harmless the Participating Entity, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind of nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the County and/or the OCSO and its SPOs in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.
- c. The Participating Entity agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance or self-insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons.

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

14. Suspension of Work.

- a. The Participating Entity, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interests of the Participating Entity. In the event of such suspension, the OCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, and uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the OCSO shall comply with the suspension order. Activity may resume at such time as the Participating Entity issues a written notice authorizing a resumption of work.

- i. In the event of a suspension and subsequent authorization to resume work, the County shall have up to thirty (30) days to secure adequate staffing to resume work, or notify the Participating Entity that it is unable to do so and terminate this Agreement.
 - b. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.
15. Notices. All notices to the County should be sent to:

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

With a copy sent to OCSO at:

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

All notices to the Participating Entity should be sent to:

Oneida-Herkimer-Madison BOCES
4747 Middle Settlement Road
New Hartford, NY 13413-4983
16. Advice of Counsel. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all the terms and provisions of this Agreement.
17. Assignment. Neither Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all Parties.
18. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The Parties agree that any legal action shall be filed by a New York State Court of competent jurisdiction located within Oneida County, New York.
19. Severability. In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.
20. Entire Agreement. The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. By signing below, the Parties agree and acknowledge that they have

read, understood, and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addenda A (*As Applicable*), Exhibit A (Job Specification of Special Patrol Officer), and Exhibit B (Standard Oneida County Conditions). This Agreement shall be binding upon both Parties when fully signed and executed and upon approval of the appropriate governing bodies.

IN WITNESS WHEREOF, the County and the Participating Entity have caused this Agreement to be executed.

For Oneida County:

Anthony J. Picente, Jr.
County Executive

Date

For Oneida-Herkimer-Madison BOCES:

Michelle Anderson
Board President

Date

Approved:

Christopher J. Kalil
Assistant County Attorney



Oneida-Herkimer-Madison BOCES

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

MEMORANDUM

IX. D. 5
Approval of College Board Contract
December 10, 2025

To: Cooperative Board

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

Date: December 1, 2025

Subject: Approval of College Board contract

Prepared by: Christopher Hill 
Kevin Healy 

Background

The College Board is now collaborating with BOCES to make the SAT Suite of Assessments and Advanced Placement more accessible to districts across New York than ever before. This contract extends the offering of courses and aidable services to specific component districts at their request.

Discussion

Through a BOCES-College Board partnership, districts are able to benefit from cost effective solutions that support access to the SAT Suite of Assessments, AP Exams, and other College Board programs and services.

Recommendation

It is recommended that the Cooperative Board approve the service contract amendment for the College Board for the 2025-2026 school year and make their services available to our component districts through the Early College Access CoSer.

Resolution

That the Cooperative Board approve the agreement between the College Board and the Oneida-Herkimer-Madison BOCES effective immediately.



**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00039743**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this 'Agreement'), is as of this Agreement is fully executed July 1, 2025 ('Effective Date'), by and between Oneida-Herkimer-Madison Board of Cooperative Education Services (BOCES) ('Client') and College Board ('College Board').

WHEREAS, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services. College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, 'Services') in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ('Schedule'). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of the Effective Date and, unless sooner terminated as provided herein, will expire on June 30, 2026 ('Initial Term'). Client may renew this Agreement in twelve (12) month increments ('Renewal Term'), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the 'Term.' If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately. Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other party.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate College Board for all services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

2.2.3 Availability of Services. In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2025-2026 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client is exempt from taxes. Client will furnish College Board with a valid tax exemption certificate upon request.



5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM THE FOREGOING SHALL NOT APPLY FOR CLAIMS ARISING FROM COLLEGE BOARD'S NEGLIGENCE OR WILFUL MISCONDUCT.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. . Intentionally Omitted.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its



reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in [Section 9.1](#) (Cooperation), pandemics or epidemics, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a 'Force Majeure Event') that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of New York without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Oneida County, New York State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a 'read-receipt' which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K-12 Contract Management

With a copy to
Legal Department

To Client:
Christopher Hill

College Board

College Board

Assistant Superintendent
Oneida-Herkimer-Madison Board of
Cooperative Education Services
(BOCES)

250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000

250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000

4747 Middle Settlement Rd
New Hartford, NY 13413-4983
Tel: (311) 793-8555

Contractsmanagement@collegeboard.org

Legalnotice@collegeboard.org

9.5x Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the services provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a 'subrecipient' receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a 'vendor' that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.



9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement (“Client Purchase Order”). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order; and further, Client understands that College Board is accepting the Client Purchase Order solely to effectuate payment but does not agree to accept any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that if Client required to provide a Client Purchase Order College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

9.14 Confidentiality. Each Party agrees to maintain the confidentiality of all confidential or proprietary information disclosed during the term of this Agreement. Confidential information includes, but is not limited to, student records, medical records, personal data, and any non-public business information. Both Parties shall comply with the Family Educational Rights and Privacy Act (FERPA), New York Education Law Section 2-d, to the extent applicable to the services provided hereunder, and all other applicable federal and state privacy laws. The following Education Law 2-d addenda are attached hereto and incorporated herein:

- Addendum A: Parents’ Bill of Rights for Data Privacy
- Addendum B: Parents’ Bill of Rights – Supplemental Information Addendum
- Addendum C: College Board Data Security and Privacy Plan



Contract # CB-00039743

**ONEIDA-HERKIMER-MADISON BOARD OF
COOPERATIVE EDUCATION SERVICES (BOCES)**

COLLEGE BOARD

Signature

Michelle Anderson

Name

Cooperative Board President

Title

Date

DocuSigned by:
Priscilla Rodriguez _____
5550F7A4006D4D1...

Signature
Priscilla Rodriguez

Name
Senior Vice President, College Readiness Asses

Title
11/25/2025

Date



**PSAT/NMSQT®
VOLUME**

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. Taking the PSAT/NMSQT®¹ provides students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration at its schools ('Participating Schools') for students and what data and reports may be provided to Client through our online data portal (the 'Program').

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT/NMSQT materials and information as follows:

1. Materials for Students:

- a. Link to the Student Guide.
- b. PSAT/NMSQT test materials delivered via College Board's Digital Testing Platform, BlueBook™. Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
- c. Information about scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board, as applicable.
- d. Information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 attached.
- e. Access to SAT Practice Tools and Support as set forth below.
- f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. Materials for Participating Schools:

- a. Materials to support test administration.
- b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of PSAT/NMSQT testing publications.
- c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
- f. Access to AP Potential™ via College Board website.
- g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex 1.

3. Reports for District:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
- b. Access to AP Potential via College Board website.

4. Reports for State:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 reporting Portal.

- 5. Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at <https://www.khanacademy.org/digital-sat>. Client and students shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

III. CLIENT RESPONSIBILITIES

1. In connection with PSAT/NMSQT, Client agrees that it will, or will ensure each Participating School will:

¹ PSAT/NMSQT is a registered trademark of College Board and National Merit Scholarship Corporation.



- a. Comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>.
- b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
- c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT/NMSQT.
- d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Technology Monitor, Proctors and Room or Hall Monitors (collectively, 'Designated Personnel').
- e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
- f. Verify and update, if necessary, the Test Coordinator name and contact information.
- g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
- h. Ensure that registered students are provided a link to the online PSAT/NMSQT Student Guide (<https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf>) at least two weeks before the anticipated start of testing.
- i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
- j. Administer the test only during the authorized Testing Window for which the school is registered.
- k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
- l. There is always a risk of disruption during testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
 1. Testing may not be available in case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

- a. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at <https://bluebook.collegeboard.org/technology/devices>. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
- c. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
- d. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

- a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
- b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
- c. Participating Schools will collect all test books at the end of the test.
- d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
- e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.



3. ACCOMMODATIONS

Accommodations for students with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Students must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://accommodations.collegeboard.org>. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at [SSD Coordinator Form](#). Students with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code, (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and (c) the Client's contacts.

Changes to Participating Schools. Changes to the list of Participating Schools must be made no later than **two weeks prior to the beginning of the testing window**.

If any of Client omits schools from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date**.

Designated Personnel are required to utilize College Board's Test Day Tool Kit ('TDTK') application in connection with the administration of the PSAT/NMSQT. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT/NMSQT Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **PSAT/NMSQT Testing Window.** Client has agreed to administer the PSAT/NMSQT to registered students during the Testing Window(s) selected by Client in SSOR. In order to test, Client, or students, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Students using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.
2. **Administering the PSAT/NMSQT.** The PSAT/NMSQT will be administered to students under standard College Board national test administration and security protocols as specified in the PSAT/NMSQT testing publications and PSAT/NMSQT Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT/NMSQT Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the PSAT/NMSQT. This Agreement does not guarantee that all students registered by Client for the Program will actually test. It is the responsibility of Client to encourage students to complete the program. Students will follow the guidelines in applicable College Board digital student materials.
3. **Client Testing Delays.** Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should adjust testing until later in the



Testing Window. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION, USE AND DISCLOSURE OF DATA

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at <https://privacy.collegeboard.org>.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- *Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

For digital testing, College Board will receive certain information about the device to ensure the device used by the student and monitor and capture actions students take when using Bluebook is compatible for test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement including for the purposes outlined below.
 - a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data, including SAT score(s), solely for the purposes of eligibility for a scholarship or recognition program. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any state scholarship programs nor awarding decisions.
 - b. For SAT, State Direct Admissions Programs: State government agencies that are operating direct admissions programs on behalf of their state public higher education institutions may receive student data, including SAT score(s), solely for the purposes of facilitating and administering direct admissions on behalf of those institutions. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any direct admission programs or offers, nor is College Board involved in any decision by the state agency or the state public higher education institution(s) to make (or decline to make) any direct admission offers. *See Annex 1.*
 - c. For SAT, National Presidential Scholars: Data about eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs. College Board will enter into an agreement with the US Department of Education for these purposes.
 - d. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine a student's eligibility to apply for and receive its National Recognition Programs, award(s), for administration of the National Recognition Program, and share information with the student, their high school and district about the students' eligibility and recognition status.
 - e. For PSAT/NMSQT, College Board will share scores, data derived from scores, certain student demographic information, and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program and administer this program in accordance with the [PSAT/NMSQT Student Guide](#) and www.nationalmerit.org. This includes NMSC sharing information with the students and their high school about the students' eligibility and recognition status.
 - f. Score Reporting to Students: College Board will report to the student the score achieved on the assessments which are the subject matter of this Agreement, insights from those scores, and their AP Potential.



- SAT Score Sends: Students may identify institutions to receive their SAT scores. Student Scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
- h. Score Report to Schools, Districts and State: Schools, Districts and the State will have access, including through College Board's online reporting portals, the student received on past and future College Board assessments, consistent with disclosures to the students to students' assessments score(s) and data derived from the score(s).
 - i. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
 - j. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
 - k. Research: College Board may use de-identified student data for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
 - l. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
 - m. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement, or any data privacy agreement, is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

VIII. DATA PROTECTION AND, SECURITY MEASURES

1. **Data Protection.** College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.



2. **Security Measures.** College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD CUSTOMER SERVICE

1. **Dedicated PSAT/NMSQT Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:
- Step-by-step assistance with College Board online tools SSD System, SSOR and TDTK;
 - Assistance with completing required forms such as School Code Request Form;
 - Assistance with technical complications for Bluebook Installation and Registration login, for example; and
 - Feedback mechanism for counselors.

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT/NMSQT Program can also be accessed online at the following web address: <https://satsuite.collegeboard.org/contact-us>.

X. ADDITIONAL PSAT/NMSQT TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **Student Score Report License.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

1. **Fees.** Clients will be charged the fee in the attached Budget Schedule based on the number of PSAT/NMSQT tests submitted. The test volumes and total cost indicated in the Budget Schedule are estimates.

College Board reserves the right to suspend ordering for the SAT Suite of Assessments if Client has an outstanding undisputed invoice(s) to College Board in an amount greater than \$300 for more than 90 days from the invoice date. Clients who have been suspended will be precluded from ordering any SAT Suite of Assessments in College Board's online ordering system until the invoice(s) has been paid in full. Access will not be denied if there is a third party (your District or State or another school) responsible for the payment of such outstanding invoices.

2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam.



Contract # CB-00039743

XII. LIST OF PARTICIPATING DISTRICTS AND SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
Holland Patent Central School District	Holland Patent High School	332410	PSAT/NMSQT Fall 2025 Primary : Digital
Oriskany Central School District	Oriskany Junior Senior High School	334330	PSAT/NMSQT Fall 2025 Primary : Digital
Remsen Central School District	Remsen Junior Senior High School	334695	PSAT/NMSQT Fall 2025 Primary : Digital



**SAT® SCHOOL DAY PROGRAM
VOLUME SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. This Schedule outlines how Client sponsors a SAT School Day administration at its schools ('Participating Schools') for students during a certain designated period ('Testing Window') and what SAT data and reports may be provided to Client through our online data portal (the 'Program').

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish the following SAT School Day materials and information as follows:

1. Materials for Students:

- a. Link to the Student Guide.
- b. SAT test materials delivered via College Board's Digital Testing Platform, BlueBook™. Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
- c. The ability to send SAT scores to colleges, scholarship programs and other designated score recipients via College Board website, collegeboard.org in the SAT section.
- d. Information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 attached.
- e. Access to SAT Practice Tools and Support as set forth below.
- f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. Materials for Participating Schools:

- a. Materials to support test administration.
- b. Client will receive online access to Test Day Toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the School Day testing publications.
- c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
- f. Access to AP Potential™ via College Board website.
- g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex 1.

3. Reports for District:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
- b. Access to AP Potential via College Board website.

4. Reports for State:

- a. Access to online individual score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.

- 5. Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at <https://www.khanacademy.org/digital-sat>. Client and students shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

III. CLIENT RESPONSIBILITIES

1. In connection with SAT School Day, Client agrees that it will, or will ensure each Participating School will:



- a. Comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>.
- b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
- c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for SAT School Day.
- d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Technology Monitor, Proctors and Room or Hall Monitors (collectively, 'Designated Personnel').
- e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
- f. Verify and update, if necessary, the Test Coordinator name and contact information.
- g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
- h. Ensure that registered students are provided a link to the online SAT Student Guide (<https://satsuite.collegeboard.org/media/pdf/sat-student-guide.pdf>) at least two weeks before the anticipated start of testing.
- i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
- j. Administer the test only during the authorized Testing Window for which the school is registered.
- k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
 - a). There is always a risk of disruption, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
 1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirement

- a. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at <https://bluebook.collegeboard.org/technology/devices>. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
- c. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
- d. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

- a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
- b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
- c. Participating Schools will collect all test books at the end of the test.
- d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
- e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.



3. ACCOMMODATIONS

Accommodations for students with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Students must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://accommodations.collegeboard.org/>. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client allowed accommodations that prevent reportable scores cannot be reported to colleges, scholarship programs, and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at [SSD Coordinator Form](#). Students with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program. English Learner (EL) Supports like translated directions and the use of word-to-word glossaries do not require approval or special test format.

V. REQUIRED INFORMATION AND TRAINING

1. **Client shall furnish College Board with:** (a) a list of Participating Schools with their respective College Board school code, (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and (c) the Client's contacts.

Changes to Participating Schools. Changes to the list of Participating Schools must be made no later than **two weeks prior to the beginning of the testing window**.

If Client omits schools from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date**.

Designated Personnel are required to utilize College Board's Test Day Toolkit ('TDTK') application in connection with the administration of the SAT. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the SAT School Day Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **SAT Testing Windows.** Client has agreed to administer the SAT to registered students during the Testing Window(s) selected by Client in SSOR. In order to test, Client, or students, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Students using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.
2. **Administering the SAT.** The SAT will be administered to students under standard College Board national test administration and security protocols as specified in the SAT School Day testing publications and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the SAT. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage students to complete the program. Students will follow the guidelines in applicable College Board digital student materials.



3. **Client Testing Delays.** Participating Schools should select and administration date within a Testing Window for the SAT School Day. Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should adjust testing until later in their Testing Window.

Client understands that by selecting the last week of a Testing Window as their main administration date, if there is a Delay Event, there may be no additional SAT School Day test dates. In such cases, this Agreement remains in full force and effect. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION, USE AND DISCLOSURE OF DATA

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at <https://privacy.collegeboard.org>.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- *Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible for test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement including for the purposes outlined below.
- a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data, including SAT score(s), solely for the purposes of eligibility for a scholarship or recognition program. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any state scholarship programs nor awarding decisions.
 - b. For SAT, State Direct Admissions Programs: State government agencies that are operating direct admissions programs on behalf of their state public higher education institutions may receive student data, including SAT score(s), solely for the purposes of facilitating and administering direct admissions on behalf of those institutions. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any direct admission programs or offers, nor is College Board involved in any decision by the state agency or the state public higher education institution(s) to make (or decline to make) any direct admission offers. *See Annex 1.*
 - c. For SAT, National Presidential Scholars: Data about eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs. College Board will enter into an agreement with the US Department of Education for these purposes.
 - d. For PSAT/NMSQT and PSAT 10, National Recognition Programs: College Board uses student data to determine a student's eligibility to apply for and receive its National Recognition Programs, award(s), for administration of the National Recognition Program, and share information with the student, their high school and district about the students' eligibility and recognition status.
 - e. For PSAT/NMSQT, College Board will share scores, data derived from scores, certain student demographic information, and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit



- Scholarship Program and administer this program in accordance with the PSAT/NMSQT Student Guide and www.nationalmerit.org. This includes NMSC sharing information with the student and their high school about the students' eligibility and recognition status.
- f. Score Reporting to Students: College Board will report to the student the score achieved on assessments which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
 - g. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
 - h. Score Report to Schools, Districts and State: Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
 - i. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
 - j. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
 - k. Research: College Board may use de-identified student data for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
 - l. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
 - m. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement, or any data privacy agreement, is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

VIII. DATA PROTECTION AND SECURITY MEASURES

1. **Data Protection.** College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer



Security ("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures.** College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

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1. **Dedicated SAT School Day Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:
 - a. Step-by-step assistance with College Board online tools including SSD System, SSOR and Test Day Toolkit (TDTK);
 - b. Assistance with completing required forms such as School Code Request Form;
 - c. Assistance with technical complications for Bluebook installation and Registration login, for example; and
 - d. Feedback mechanism for counselors.

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <https://satsuite.collegeboard.org/contact-us>.

X. ADDITIONAL SAT SCHOOL DAY TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **SAT Suite Question Bank and License.** The SAT Suite Question Bank provides educators with the ability to access released PSAT 8/9, PSAT 10, and SAT questions by content domain, and score bands are provided for each question. College Board will release at least one full 'adaptive test panel' of content for each section of each assessment each year.

College Board grants Client a non-exclusive, limited and revocable license to use the SAT Suite Question Bank and any other released questions for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which you may only use for the aforementioned purposes. Client acknowledges and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT Suite Question Bank questions and answers or the third-party content in any manner unless it has express written permission from College Board and the owner of the third-party content.



College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client nor any third party for Client’s use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

- 3. **Student Score Report License.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports, or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

- 1. **Fees.** Clients will be charged the fee in the attached Budget Schedule based on the number of SAT School Day test submitted. The test volumes and total cost indicated in the Budget Schedule are estimates.

College Board reserves the right to suspend ordering for the SAT Suite of Assessments if Client has an outstanding undisputed invoice(s) to College Board in an amount greater than \$300 for more than 90 days from the invoice date. Clients who have been suspended will be precluded from ordering any SAT Suite of Assessments in College Board’s online ordering system until the invoice(s) has been paid in full. Access will not be denied if there is a third party (your District or State or another school) responsible for the payment of such outstanding invoices.

- 2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the SAT School Day exam.

XII. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
Holland Patent Central School District	Holland Patent High School	332410	SAT School Day Fall 2025 Primary : Digital
Holland Patent Central School District	Holland Patent High School	332410	SAT School Day Spring 2026 Primary : Digital
Oriskany Central School District	Oriskany Junior Senior High School	334330	SAT School Day Spring 2026 Primary : Digital
Remsen Central School District	Remsen Junior Senior High School	334695	SAT School Day Fall 2025 Primary : Digital
Remsen Central School District	Remsen Junior Senior High School	334695	SAT School Day Spring 2026 Primary : Digital



Contract # CB-00039743

XIII. CLIENT CONTACT INFORMATION

	Primary ¹	Procurement ²
Name:	Kevin Healy	
Title:		
Address:	4747 Middle Settlement Rd	
City/State/Zip:	New Hartford, NY 13413-4983	
Phone:	315-223-4711	
Email:	khealy@oneida-boces.org	

¹ This is the person to whom College Board should direct primary communications.

² This is the person to whom College Board should send the Contract for review and approval within the district procurement/contract department.



Annex 1

College Board's College and Career Readiness Educational Services

With the assessment(s) ordered under this Agreement (each a 'Covered Assessment' and collectively 'Covered Assessments'), College Board shall provide the following educational services to help students navigate post-secondary and career pathways and to help K-12 educators and counselors serve their students' needs (collectively, 'Educational Services').

'App' refers to a College Board mobile application, BigFuture® School, that students age 13 and older can download from the App Store to access Educational Services. The App is only available for students taking the SAT School Day, PSAT/NMSQT, PSAT 10 and PSAT 8/9. 'BigFuture School' as used herein refers to the Educational Services provided on the App (including in-App notifications if the student elects to turn on those notifications) and potential other channels such as through a website portal exclusively for the Educational Services.

SCORE INFORMATION: In BigFuture School, students may access their scores and other score information (collectively, 'Score Information') for College Board assessments including scores received by students on Covered Assessments. For SAT School Day, Score Information will include career readiness indicator(s) derived from the student's scores and the U.S. Department of Labor/Employment and Training Administration Occupational Information Network (O*NET), mapping the math, reading, and writing skills measured by the SAT to the qualitative and literacy skills for occupations in O*NET.

RECOMMENDATIONS: In BigFuture School, College Board may provide students with educational information and recommendations about college and career options including, for example, AP Potential, postsecondary options and opportunities, career pathways, scholarships, National Recognition Program potential eligibility, financial aid and paying for college information, and opportunities to participate in College Board research studies (collectively, 'Recommendations'). In providing and customizing Recommendations, College Board may use score(s) achieved on Covered Assessments, career readiness indicators as provided in their Score Information for SAT School Day, and student information collected in connection with Covered Assessments and through students' use of Educational Services. In the Recommendations, College Board may include third-party links to other sites that are not operated by us, including colleges, universities, scholarship organizations, and career information sites. College Board is not responsible for the content or operation of other websites, and links to other websites are not intended to imply endorsement of them by College Board.

CONNECTIONS*: Connections is available to students taking the SAT School Day, PSAT/NMSQT, and PSAT 10. Connections is a College Board program through which students are provided information about non-profit colleges, universities, nonprofit scholarship providers, and other government agencies administering educational programs ('Eligible Institutions') and may receive preliminary offers of admission from nonprofit colleges and universities ('Participating Colleges'). Information provided to students is based on criteria provided by those Eligible Institutions and Participating Colleges and student information and interests. This may include:

- student interests, demographics, students' use of Educational Services, and other information collected by College Board during Covered Assessment(s) for which the student opts-in to Connections;
- students' interests and preferences (such as through user controls within the App, through engagement in BigFuture School, and any updates students make to their information in their use of Educational Services);
- assessment score ranges the student received on past and future SAT, AP, PSAT/NMSQT and PSAT10 assessments; and.
- for preliminary offers of admission from Participating Colleges, assessment score ranges the student received on past and future SAT assessments may be used, and race and ethnicity will not be used.

College Board never shares students' personally identifiable information with Eligible Institutions or Participating Colleges as part of Connections.

Connections is entirely optional, and students must affirmatively opt-in and agree to College Board's use of their information as described above for Connections if they wish to participate. Unless an LEA or a school directs College Board to exclude its students from Connections (as further described below), students can opt-in during Covered Assessment(s) or in the App and may be able to do so through other channels. If a student opted-in to Connections during a prior SAT School Day, PSAT/NMSQT, or PSAT 10 assessment pursuant to an agreement with their school, district, or state, Client acknowledges and agrees to use of the student's information from Covered Assessment(s) under this Agreement in Connections, with notice of the same and opportunity to opt-out presented to any such students during the Covered Assessment(s).

Students can opt-out of Connections at any time, using any of the multiple ways provided, including, an opt-out feature within the App, an unsubscribe option from Connections emails, opt-out instructions included in each mailing, and by contacting College Board's customer service. Students can also choose to remain in Connections but opt-out of individual communications channels (emails, hardcopy mailings, and in-App).



Opted-in students may receive information from and about Eligible Institutions and Participating Colleges in the App (including in-App notifications if the student elects to turn on those notifications), by hard copy mail, and by email, subject to the student providing their home address, email, and/or downloads the mobile application, all of which data elements are optional. Eligible Institutions and Participating Colleges do not know the identity of a student to whom information is delivered unless and until the student chooses to provide their personal information directly to the Eligible Institution or Participating College, which the student can only do outside of the App and outside of the Educational Services. A student may be able to link from the App, email, or QR code in a mailing to further content within BigFuture School or to an external webpage or webform hosted by that Eligible Institution or Participating College. Any preliminary offer of admission will include a school-specific website link through which the student may share their information directly with the Participating College, after which the Participating College may inform the student about any next steps to enroll as well as to be considered for any financial aid. College Board may track students' access to such links/webpages for purposes of reporting and analytics, but College Board will not disclose such information to Eligible Institutions or Participating Colleges other than in de-identified and aggregated form.

Content provided to students through Connections are created by Eligible Institutions and Participating Colleges and may include text, images, videos, and interactive elements. While Connections may be personalized by College Board (e.g., student name at the top of an email) through automated means, College Board is not responsible for and does not create, edit, or approve of the content. Notwithstanding the foregoing, College Board may send a communication to the student alerting them that information through Connections is forthcoming and/or available in BigFuture School for them to access.

For students who receive a preliminary offer of admission, there is no guarantee of admission, scholarships, or financial aid and it may require them to complete additional steps to accept the offer as defined by the Participating College(s). The Participating College(s) may also require confirmation of information it relied upon in making a preliminary offer of admission, such as requiring the student to submit their final transcript to complete the admissions process. Each Participating College makes the decision on preliminary offers of admission. College Board is not involved in any of the selection or decision making by the Participating College(s).

*Not offered in New York at this time. There may be other exclusions.

ADDITIONAL DETAILS REGARDING EDUCATIONAL SERVICES:

There is no incremental cost for Educational Services.

College Board shall provide Client with reporting on its students' use of Educational Services, with the content and cadence within College Board's sole discretion.

College Board collects certain information from students during Covered Assessments to ensure test validity and fairness, for identity matching and the purposes described above under the 'College Board Collection, Use, and Disclosure of Data' section. College Board also uses that information in Educational Services, as described above, and to communicate with students about their Covered Assessment(s) and the Educational Services. For students who use the Educational Services, they may be able to update this information within the Educational Services, if they so choose. **All questions are optional.**

Questions include the following:

- Home/Mailing Address
- Email Address
- Race
- Ethnicity
- First Language
- Best Language
- GPA
- Intended College Major
- Level of Education Aspirations
- Parents' Level of Education

The following are only asked for the PSAT/NMSQT:

- Whether the student is enrolled in high school traditional or homeschooled
- Whether the student will complete or leave high school and enroll full-time in college
- How many total years the student will spend in grades 9-12
- Whether the student is a U.S. citizen (for students testing outside the United States)

To use the App, College Board will provide a secure method for the student to access and authenticate their identity using information collected about them in connection with the Covered Assessment(s) and Educational Services. This may include Client providing student information for this purpose, including, for example, student email address, students providing a mobile



number during the administration of the Covered Assessment with their phone number then being used to authenticate into the App, and/or Client providing an access code to each student. By providing their mobile number, the student authorizes College Board to text them to download the App, authenticate into the App, and about their scores, including when their scores are available for Covered Assessments. College Board does not use mobile numbers collected during Covered Assessments for any other purposes. Students are encouraged to provide an email address solely for App account recovery purposes. The foregoing is clearly explained to the student.

Client may direct College Board to automatically exclude its students from Connections for the Covered Assessment(s) under this Agreement by contacting College Board Customer Service at (866) 609-1369. Client may visit collegeboard.org/connections- for more information about Connections and for access to an opt-out form.

- Opt-outs must be submitted before the deadline communicated by College Board in order to suppress displaying the Connections opt-in to students during their testing experience for the Covered Assessment(s).
- If a student had already opted-in to Connections under this Agreement before Client opted-out of the student's data from Covered Assessment(s) under this Agreement will no longer be used for Connections upon College Board's implementation of Client's opt out
- If Client excludes its students from Connections and a student is not participating in Connections through other assessment(s) outside of this Agreement, the student will not receive any new content or messaging and anything previously delivered may be still accessed by the student.
- If Client opts-out, scores the student received on Covered Assessment(s) may still be used for Connections as described above if the student opted-in to Connections through an agreement between College Board and their school, district, or state which has access to Covered Assessment score(s).
- In some instances, Client's state may have elected to opt-out its students and College Board will abide by that exclusion for Client's students.
- If Client opts-out, Client may revoke this opt-out election by contacting College Board at SAT Customer Service at 888-SAT-HELP, +1-212-520-8600 (International), or email sateducator@collegeboard.org.
- Upon opt-out, students will still be able to use BigFuture School to receive Score Information and Recommendations.

Students may have opportunities to link from BigFuture School to BigFuture® and to other college and career planning services on College Board's website, www.collegeboard.org. Those services are not part of Educational Services and do not use student data collected under the Covered Assessments which are the subject matter of this Agreement or any DPA; the only exception being scores on College Board assessments, as all students have independent rights in their own test scores, as further acknowledged above. Students use BigFuture in their personal capacity and may need a personal College Board account to use certain features. Students with personal College Board accounts may also be able to access their scores through their personal accounts. Students may also have opportunities to copy data from their personal College Board accounts to Educational Services for use in the Educational Services. Such data copies shall be considered part of Educational Services and those copies are subject to the same privacy rules as student data collected during Covered Assessments. collegeboard.org/privacycenter.



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BUDGET SCHEDULE

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT EPP Volume-Based - 11th Grade	July 1, 2025	June 30, 2026	897	\$18.00	\$16,146.00	\$3,229.20	\$12,916.80
SAT SD Volume-Based Without Essay - 12th Grade	July 1, 2025	June 30, 2026	841	\$60.00	\$50,460.00	\$10,092.00	\$40,368.00
PSAT/NMSQT EPP Volume-Based - 11th Grade	July 1, 2025	June 30, 2026	897	\$18.00	\$16,146.00	\$16,146.00	\$0.00
PSAT/NMSQT EPP Volume-Based - 11th Grade	July 1, 2025	June 30, 2026	897	\$18.00	\$16,146.00	\$16,146.00	\$0.00
SAT SD Volume-Based Without Essay - 12th Grade	July 1, 2025	June 30, 2026	841	\$60.00	\$50,460.00	\$50,460.00	\$0.00
SAT SD Volume-Based Without Essay - 12th Grade	July 1, 2025	June 30, 2026	841	\$60.00	\$50,460.00	\$50,460.00	\$0.00
SAT SD Volume-Based Without Essay - 11th Grade	July 1, 2025	June 30, 2026	821	\$60.00	\$49,260.00	\$9,852.00	\$39,408.00
SAT SD Volume-Based Without Essay - 11th Grade	July 1, 2025	June 30, 2026	821	\$60.00	\$49,260.00	\$49,260.00	\$0.00
SAT SD Volume-Based Without Essay - 11th Grade	July 1, 2025	June 30, 2026	821	\$60.00	\$49,260.00	\$49,260.00	\$0.00

Subtotal: \$347,598.00

Total Discount: \$254,905.20

Total Cost: \$92,692.80



**ADDENDUM A:
PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY**

The Client's Parents' Bill of Rights can be found on the Client's website at:
<https://www.oneida-boces.org/about-us/student-data-privacy-security/parents-bill-of-rights> and is incorporated herein by reference.



**ADDENDUM B:
PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION
ADDENDUM**

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which "student data" or "teacher or principal data" (as those terms are defined in Education Law Section 2-d and collectively referred to as the "Confidential Data") will be used by College Board (the "Company") are limited to the purposes authorized in the contract between the Company and the Oneida Herkimer Madison BOCES (the "School District") expiring June 30, 2026 (the "Contract").
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Company will ensure that any subcontractors, or other authorized persons or entities to whom the Company will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act ("FERPA"), Education Law p-d (to the extent applicable to the services hereunder); 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data may be retrieved by the School District from Company's portals and/or destroyed by the Company as directed by the School District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any "education record", as that term is defined in the FERPA, stored by the School District in a Company's product and/or service by following the School District's procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in the Company's product and/or service by following the appeal procedure in the School District's APPR Plan. Unless otherwise required by the above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Company by the School District will be stored at Company's sub-processors. The measures that Company takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **6. ENCRYPTION PRACTICES:** The Company will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.



**ADDENDUM C:
COLLEGE BOARD'S DATA SECURITY AND PRIVACY PLAN**

WHEREAS, the Oneida Herkimer Madison BOCES (hereinafter "School District") and College Board ("Contractor") entered into an agreement (hereinafter "Agreement") for educational services (hereinafter "Services").

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

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

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

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.
 - a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
 - b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.
 - c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the agreement.



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

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

5. Subcontractors: Contractor shall not utilize sub-contractors.

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

7. Termination of Agreement. Within 5 days of termination or expiration of the agreement without renewal, Contractor shall delete all personally identifiable information.

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

IN WITNESS WHEREOF, the Contractor hereto agrees to all duties and obligations under Addenda A-C.

Signature

DocuSigned by:

Priscilla Rodriguez
5550F7A4006D4D1...

Title

Senior Vice President, College Readiness Asses

Date

11/26/2025

College Board shall take actions to ensure the security and confidentiality of security and confidentiality of personally identifiable information that may be obtained pursuant for services provided under this Agreement in a manner consistent with industry standards. To that end, we maintain an SOC2 Type 2 certification including all five Trust Principles – Security, Availability, Processing Integrity, Confidentiality, and Privacy - which attest to our compliance with well-known security standards. This standard also aligns with the NIST Cybersecurity Framework. These documents are prepared following a robust and comprehensive review by a third-party external auditor.



These certifications will be held during the contract period. These certifications attest to College Board's comprehensive management, technical and operational security measures, and assurance that security measures are implemented and continuously enhanced to maintain the confidentiality, integrity, and availability. College Board assures that personally identifiable data is secured and protected in a manner consistent with industry standards. College Board shall maintain information that may be obtained pursuant to the agreement client has with College Board in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users. Industry standard encryption protocols are used when transmitting or storing personal information.

Customers shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. College Board practices security defense in depth, including forward leaning threat hunting practices School District acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States. Our information security staff monitors cybersecurity threats and proactively addresses issues to head off potential vulnerabilities. In the event of a security incident that implicates data collected under this Agreement College Board will deploy its security incident response plan which details the organization's steps for internal and external notifications, including to the extent applicable, law enforcement.

College Board's documentation herein demonstrates that its security plan complies with the requirements of the School District's Parents' Bill of Rights for Data Privacy and Security.

College Board will retain information to provide services to students and/or their educational institution, as set forth in the agreement(s) covering such services, which includes students continued access to their assessment scores and educational institutions continued access to scores and related information. When information is no longer needed to satisfy the above requirements, College Board shall permanently delete such information from its records. College Board uses secure methods to delete or destroy personally identifiable information.

To ensure the security and confidentiality of confidential records College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in the agreement College Board has with client. College Board conducts annual Security Awareness training for employees and contractors. Topics include data protection including applicable federal and state laws. Access to personal information is only granted to personnel who have been authorized to handle such type of information and on a need-to-know basis. At College Board, information security is everyone's responsibility and we train and educate our personnel regarding their critical role and responsibilities in protecting all personal information.

LEA/District acknowledges that students may desire to continue and further develop a direct relationship beyond the use of the products



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which are being provided to students in connection with this Agreement for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with the services which are the subject matter of this Agreement. No provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

College Board offers this as our Data Privacy and Security Plan.

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Oneida-Herkimer-Madison BOCES

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

Memorandum

IX. D. 6
Approval of External Clinical
Agreement with Keuka College
December 10, 2025

To: Cooperative Board

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

Date: November 14, 2025

Subject: Approval of External Clinical Agreement with Keuka College

Prepared by: Christopher Hill 
Timothy Rowland

Background

Keuka College maintains a Program which awards degrees in Occupational Therapy and Physical Therapy, this program requires students to perform on-site training as part of their clinical studies. This contract allows Oneida-Herkimer-Madison BOCES and Keuka College to enter an agreement in order to further the following objectives: provide clinical/educational experience in terms of patient/client and related instruction for students enrolled in the Student Clinical Programs; to improve the overall Student Clinical Program; and to establish and operate a Student Clinical Program of the first rank. Historically, this partnership has produced very high quality candidates for open positions at OHM BOCES, and those candidates are well prepared to meet the unique needs of the students served by OHM BOCES therapists.

Discussion

In order to approve said contract and allow for continued participation in the clinical program with Keuka College, we are seeking approval by the OHM BOCES Cooperative Board.

Recommendation

It is recommended that the Cooperative Board approve the attached:

External Clinical Agreement between Oneida-Herkimer-Madison BOCES and Keuka College

Resolution

That the Cooperative Board approves the attached contract in order to provide the Clinical Agreement with Keuka College.

External Clinical Agreement between Oneida-Herkimer-Madison BOCES and Keuka College

Attachments: contract



CLINICAL AFFILIATION AGREEMENT

This Agreement is entered into by and between **Keuka College**, with its principal place of business at 141 Central Avenue, Keuka Park, New York 14478 (hereinafter referred to as "College") and **Oneida Herkimer Madison BOCES** with its principal place of business at 4747 Middle Settlement Road, New Hartford, NY 13413 (hereinafter referred to as "Organization").

WHEREAS, College desires to have certain students in its various Degree-Earning Programs (hereinafter referred to as "Programs") receive relevant clinical educational experience at Organization; and

WHEREAS, Organization has facilities well-suited to provide clinical experience for the students in the Programs; and

WHEREAS, Organization is willing to accept said students from College for such purposes and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereafter set forth, it is understood and agreed by and between the parties hereto as follows:

I. RESPONSIBILITIES OF THE COLLEGE

College shall:

- A. Submit to Organization the name of each student to be engaged in clinical experience at Organization and the desired time span the student(s) is(are) to spend at Organization, together with other student information reasonably required by Organization. College shall submit any change in students or dates of clinical experience to Organization immediately.
- B. Send to the Organization only those students who have successfully completed all the prerequisite coursework as outlined in the curriculum sequence for the program.
- C. Send to Organization only those students in good health, with immunization histories and physical examinations consistent with Federal, State, and local law and Organization policy. College will also inform students they are responsible for providing evidence of personal health insurance coverage. College agrees to maintain documentation of above health history and supply such information to Organization upon request.
- D. Provide students with basic education on the Health Information Portability and Accessibility Act (HIPAA), the Family Educational Rights and Policies Act (FERPA), Infectious Diseases, and Blood Borne Pathogens.
- E. Notify students that they are responsible for any other specific requirements as requested by the Organization.

- F. Require its students to comply with all the rules, regulations, procedures, and policies of Organization at all times. All students shall respect the confidential nature of any information available to them with respect to Organization's patients/clients and records and shall sign Organization's confidentiality policy as required. It is understood that students shall be personally responsible for respecting the confidential nature of such information.
- G. Maintain insurance covering students and faculty as follows: General liability insurance of \$1,000,000 per each occurrence, professional liability insurance of \$1,000,000 per each occurrence, and general aggregate of \$3,000,000 per policy term with \$30,000,000 excess liability coverage. If requested by the Organization, College shall provide a certificate of insurance demonstrating coverage during the clinical training period at the Organization.
- H. Designate a clinical coordinator for each Program who will be responsible for monitoring the learning experiences of all students.
- I. Retain full responsibility for any student-related issues that arise at any time during the participating students' clinical experience.
- J. Adhere to the Program standards as set forth by the accreditation policy of the profession.

II. **RESPONSIBILITIES OF THE ORGANIZATION**

Organization shall:

- A. Determine the number of students that can be accepted for clinical education for any given period of time dependent upon the philosophy, available space, patient/client population and availability of qualified staff.
- B. Allow the designated College students to engage in appropriate clinical experiences at the facilities of Organization in furtherance of the students' academic program.
- C. Provide the necessary orientation, administrative guides, and procedures applicable to the conduct of the assigned clinical experience, including reporting of students' exposure to infectious or environmental hazards and emergency response protocols.
- D. Provide supervised onsite clinical learning experiences for students in the designated Program. Students will be directly supervised by qualified personnel as defined by the College and according to the professional standards for the Program.
- E. Provide appropriate workspace for students as required by the Program as well as conference, library, and cafeteria facilities as are available.
- F. Keep both the clinical coordinator and the student informed of the level of clinical growth during the placement. Organization will also complete required student evaluations within the requested timeframe.

- G. Retain ultimate responsibility for provision of all client/patient care or patron service and that such care or service is its priority of care to its patients and/or residents. Notwithstanding anything to the contrary herein this Agreement, Organization remains responsible for ensuring that the service provided at Organization (whether pursuant to this Agreement or otherwise) comply with all pertinent provisions of federal, state and local statutes, rules and regulations, and thereby retains ultimate and overall review and oversight of all services provided by Organization.
- H. Promptly notify College of any exposure of College students to health hazards at Organization, and in case of accident or illness of a student during the clinical experience, Organization shall either render emergency care or summon emergency care. College students receiving such treatment shall be financially responsible for such care.
- I. Upon reasonable request, permit College personnel and/or its relevant accrediting agencies to visit and view clinical education facilities, review College student records, or other items utilized by students that may pertain to the clinical education program with the College.
- J. Acknowledge that the information provided by College that directly relates to any student, including academic information, professional information, training, health information and the results of any criminal background check and/or drug testing/treatment information ("Student Information") is protected by the Family Educational Rights and Privacy Act (FERPA). Organization agrees that, subject to applicable law, it (1) will protect the confidentiality of Student Information, (2) will not use Student Information for any purpose other than to carry out the purposes of this agreement, and (3) will not disclose Student Information except to individuals within its organization who have a legitimate need to know Student Information.

III. RESPONSIBILITIES OF BOTH PARTIES

Both parties shall:

- A. Collaborate and mutually agree upon the objectives for the clinical experience.
- B. Mutually develop and agree upon schedules and work assignments for College students in a manner that will not interfere with the primary mission of Organization.
- C. Agree to honor clinical education commitments. In the event either party needs to cancel a placement reserved for a student, the other party will be notified as far in advance as possible prior to the scheduled start date of the placement.
- D. Provide appropriate orientation to students and/or personnel of the other party as deemed necessary for making the clinical experience and instruction as successful as possible.

- E. Operate on a non-discriminatory basis and prohibit discrimination based on race, color, religion, sex, national origin, age, disability, and genetic information.
- F. Agree that College students participating in the Program and clinical experience at Organization shall in no event become nor be deemed employees, servants or agents of Organization and that Organization shall pay no stipend or other consideration to College students. Both parties shall further agree that no person on the staff or administration of Organization shall become or be deemed to be an employee, servant, or agent of College. Notwithstanding the foregoing, in the event students are dually recognized in the roles of student and employee while engaged in the academic clinical experience, the parties agree that students participating in the program shall be covered under the organization's liability policies as employees.
- G. Mutually agree that the College will indemnify and hold the Organization harmless from and against all lawsuits which result from the negligent activity of its students, faculty, or employees while on the Organization's premises in connection with this cooperative agreement. The Organization shall similarly hold the College harmless from and against all lawsuits or claims which result from the negligent activity of the Organization's employees.
- H. Agree that the Organization and/or College has the right to terminate the clinical experience of the student at any time if student's behavior and/or performance (1) endangers any of Organization's employees, patients/clients or patients'/clients' care or (2) fails to comply with Organization's policies and procedures or any applicable federal, state, or local laws, rules, or codes or any requirement of any authorized agency having direction or control over Organization's operations.

IV. TERM AND TERMINATION

- A. This Agreement is effective upon execution by all parties for a period of one (1) year and will automatically renew from year to year for a maximum of five (5) years.
- B. This Agreement may be terminated, with or without cause, at any time and for any reason by either party upon not less than sixty (60) days prior written notice to the other party. Termination of this Agreement will not affect those students that are currently enrolled in the Program and already commenced their clinical experience at Organization; they will be permitted to finish the Program and clinical experience, except as provided in Section III.H. of this Agreement.

V. MISCELLANEOUS

- A. Neither party may assign this Agreement without the express prior written consent of the other. An assignment of this Agreement shall not relieve the assignor of its obligations hereunder. In the event of assignment, all the provisions herein shall be binding upon and inure to the benefit of the respective successor(s) and assignee(s) to the same extent as if each such successor or assignee were named as a party to the agreement.

- B. Any notices required to be given pursuant to the terms and conditions hereof shall be in writing and shall be hand delivered or sent by certified or registered mail, return receipt requested, to the respective parties at their addresses stated above. Notices shall be deemed to have been received on the date delivered by hand or as documented by the United States Postal Service.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and any judicial venue shall be in Yates County, New York.
- D. The waiver of a breach of a provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach thereof.
- E. If any provision of this Agreement shall be or become invalid under provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
- F. Any amendments, attachments, or exhibits to this Agreement must be in writing and signed by both parties in order to be effective. This Agreement shall not be modified orally.
- G. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and cancels, rescinds, and/or supersedes any prior negotiations, understandings and agreements, whether oral or written, with respect thereto. Only a writing executed by both parties may amend this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized officer as evidenced by their signatures below.

Oneida Herkimer Madison BOCES
("ORGANIZATION")

Keuka College
("COLLEGE")

By: _____

By: 

Name of Authorized Administrator

Dr. Heather Maldonado
Provost and Vice President
for Academic Affairs

Title of Authorized Administrator

Date: _____

Date: 6/10/25

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Oneida-Herkimer-Madison BOCES

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IX. D. 7
Approval of Facilities Use
Agreement – Food Service
Warehouse
December 10, 2025

MEMORANDUM

To: Cooperative Board

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

Date: December 3, 2025

Subject: Approval of Facilities Use Agreement- Food Service Warehouse

Prepared by: Scott Morris 

Background:

Oneida-Herkimer-Madison BOCES Food Service Program has utilized warehouse space located on the New Hartford Central School District campus for approximately 30 years. This facility serves as a critical component of our shared food service operations, providing storage and distribution capacity that supports multiple districts. OHM BOCES invested \$276,000 into the food service building in 2006. Due to the fact that twenty years have passed since this expenditure, no rental credit will be realized at this time.

Discussion:

New Hartford CSD invested \$105,000 into the structure this past summer including upgrades including roof replacement, electrical upgrades and other incidental expenditures that are non-aidable to New Hartford. Recently, New Hartford CSD has requested a formal Facilities Use Agreement and rental payment for continued use of the space. The use of this space is essential for our ability to sustain and provide shared food services to multiple component and noncomponent districts.

Recommendation:

That the Cooperative Board authorizes the District Superintendent to enter into the attached Facilities Use Agreement with New Hartford Central School District.

Resolution:

That the Cooperative Board authorizes the District Superintendent to enter into the attached Facilities Use Agreement with New Hartford Central School District.

Attached: Facilities Use Agreement

FACILITIES USE AGREEMENT

This facilities use agreement (“**Agreement**”), dated July 1, 2025 is herein entered into between the New Hartford Central School District (the “**School District**”) with offices located at 33 Oxford Road, New Hartford, NY 13413, and the Oneida Herkimer Madison Board of Cooperative Educational Services (“**BOCES**”) with offices located at 4747 Middle Settlement Road, New Hartford, NY 13413. The School District and BOCES may be collectively referred to as the “**Parties**”.

WHEREAS, BOCES desires to use 3,900+/- square feet of warehouse space and 1,280+/- square feet of freezer space at the New Hartford Perry Junior High School building located at 9499 Weston Road, New Hartford, NY 13413 as set forth in the site map attached as Exhibit A (the “**Facility**”) for food storage and other warehousing purposes, and the School District is willing to permit the use of the Facility by BOCES for such purposes; and

WHEREAS, the School District’s Board of Education (the “**Board**”) has determined that the Facility is not needed for school purposes for the duration of this Agreement; and

WHEREAS, the Board has further determined that the use of such premises will not be disruptive of normal school operations; and

WHEREAS, this Agreement is authorized by Section 414 of the Education Law;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term**. The term of this Agreement is five (5) years, beginning on July 1, 2025, and ending on June 30, 2030 (the “**Term**”), subject to termination provisions set forth in Section 8.
2. **Facilities Use**. For the duration of this Agreement, the School District shall permit BOCES to utilize 3,900+/- square feet of warehouse space and 1,280+/- square feet of freezer space at the Facility located at 9499 Weston Road, New Hartford, NY 13413, Tax Map # 340.00-1-1.2 for food storage, warehousing, and related purposes, as depicted in the site map attached hereto as Exhibit A.
3. **Consideration for Facilities Use**. As consideration for use of the Facility, BOCES shall pay the School District the following annual amounts during the Term:

July 1, 2025 – June 30, 2026	\$40,950
July 1, 2026 – June 30, 2027	\$42,178.50
July 1, 2027 – June 30, 2028	\$43,443.85
July 1, 2028 – June 30, 2029	\$44,747.17
July 1, 2029 – June 30, 2030	\$46,089.59

Each annual amount shall be due by the BOCES to the School District in four (4) equal quarterly payments to be paid on January 1st, April 1st, July 1st, and October 1st each year during the Term. In the event the Agreement is terminated pursuant to Section 8, the annual payment shall be pro-rated as of the effective date of termination.

4. **Maintenance, Repair, and Damage.** BOCES shall have the following duties in regard to maintenance, repair, and damage of the Facility as set forth in the District's Community Group Use of Facility Regulation § 1001.4:
 - 4.1. BOCES shall be responsible for the preservation of order, loss and damage to the property, and shall reimburse the School District in the event of any damage to the property.
 - 4.2. BOCES shall leave the Facility in the same clean and neat condition at the end of the Term as they found it.
 - 4.3. BOCES shall comply with any remaining rules and regulations from the School District's Community Relations policies and regulations § 1001.
5. **Utilities.** BOCES shall be responsible for reimbursing the School District for all gas and electrical utility obligations arising from use of the Facility.
6. **Insurance.** BOCES shall maintain liability insurance, with the School District named as an additional insured, in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. BOCES shall present certificates of insurance evidencing such coverage and shall provide up to thirty (30) days' written notice to the School District prior to any cancellation, non-renewal, or material modification of coverage. BOCES will carry property insurance to cover any owned property that is on the School District's premises. BOCES's property insurance will include the peril of spoilage.
7. **Compliance.** Both Parties shall comply with all Federal, State, and local laws, rules, and regulations, including the School District's policies and regulations.
8. **Termination.** Either party may terminate this Agreement with or without cause at any time with sixty (60) days' written notice to the other party.
9. **Force Majeure.** Except for payment obligations for services actually rendered hereunder, neither party shall be liable for any failure or delay in or termination of its performance under

this Agreement due to causes which are beyond its reasonable control, including, but not limited to, an act of nature, pandemic, act of civic or military authority, fire, epidemic, flood, riot, war, strikes or labor disputes, failure of equipment, failure of software, failure of telecommunications lines, power outages, failure or downtime of data network carriers or internet access providers, sabotage, terrorism, USPS mail delivery delays, and governmental action (referred to herein as “**Force Majeure**”).

10. **Notice.** Any notices by either party shall be in writing and hand-delivered to the offices set forth above or sent by registered or certified mail to the respective addresses set forth above or such other addresses as a party may designate by written notice in accordance with this provision. Notices shall be effective upon receipt. Facsimile or electronic mail shall not be considered effective delivery of notice.
11. **Assignment and Delegation.** This Agreement may not be assigned or delegated without prior written consent of the parties. Any attempted assignment, without such written consent, shall be void and non-enforceable.
12. **Indemnification.** Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph, the party of the second part shall be referred to as the “Indemnified Party”) from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent or intentional operations, acts, or omissions of the Indemnifying Party; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.
13. **Amendments and Modifications.** Any amendments, modifications, or additions agreed upon must be put in writing and signed by the Parties. The written agreement must be identifiable as an amendment, modification, or addition to this Agreement.
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of New York, without regard to its conflicts of law rules. Any disputes that may arise in relation to this Agreement will be venued in a competent court in Oneida County, New York.
15. **Merger.** This Agreement constitutes the entire agreement of the parties and all previous communications between the parties, whether written or oral, with reference to the subject

matter of this Agreement, are hereby superseded. There are no understandings, representations, or warranties expressed or implied, that are not specified herein. No changes may be made to the Agreement without the prior written consent of the parties.

The parties' consent to this Agreement is indicated by their signatures below.

New Hartford Central School District

Signature: 

Dated: 10/7/2025

Print name: Joseph D'Apice

Position title: Superintendent of Schools

Oneida Herkimer Madison Board of Cooperative Educational Services

Signature: _____

Dated: _____

Print name: Patricia Kilburn

Position title: District Superintendent

Exhibit A

Site Map

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