



Oneida-Herkimer-Madison BOCES

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

DATE: June 2, 2026

TO: Cooperative Board Members
Superintendents of Schools

Please be advised that the Regular Meeting of the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, will be held on Wednesday, June 10, 2026 at 4:30 p.m. in the Howard D. Mettelman Learning Center.

Respectfully,

Lori A. Wrobel
Clerk of the Board

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AGENDA

Cooperative Board Regular Meeting
June 10, 2026 at 4:30 p.m.
The Howard D. Mettelman Learning Center
Middle Settlement Road, New Hartford, New York

Draft Timeline

- 4:30** I. Call to Order
- II. Pledge of Allegiance
- 4:30** III. Recognition
- 4:35** IV. Recognition of Visitors
- 4:40** V. Communications
 - A. From the Floor
 - General questions from board members?
 - Commentary from board members?
 - B. Correspondence
- 4:50** VI. Reports
 - District Superintendent Update
- 5:00** VII. A. Approval of the Minutes of the Regular Meeting of May 13, 2026 (page 9)
Approval of the Minutes of the Special Meeting of May 4, 2026 (page 29)

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Cooperative Board Regular Meeting
June 10, 2026
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5:00 VIII. EXECUTIVE SESSION

Executive Session Items:

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

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

B. Financial Report (page 33)

1. Acceptance of Report of the Treasurer, April 2026
2. Approval of 2024-2025 Budget Adjustment Report, April 2026

C. Personnel Report (page 53)

- a. Resignations
 1. Teaching/Certified Staff
 2. Non-Instructional/Classified Staff
- b. Unpaid Leave(s) of Absence
 1. Teaching/Certified Staff
- c. Appointments
 1. Teaching Staff/Certified Staff
 - a. Recommendation for Probationary Appointment(s)
 - b. Recommendation for Tenure Appointment(s)

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2. Non-Instructional/Classified Staff

- a. Recommendation for Probationary Appointment(s)
- b. Recommendation for Part-Time Appointment(s)
- c. Recommendation for Temporary Appointment(s)
- d. Recommendation for Change in FTE
- e. Recommendation for Non-Instructional Temporary Appointment(s)
- f. Recommendation for Additional Assignment(s)

d. Terminations

- a. Non-Instructional/Classified Staff

D. Action Items (page 69)

- 1. Approval of Board Policies (**Second Reading**)
 - 6700 Job Descriptions
 - 6702 Consultants
 - 7068 Limitations on the Use of Physical Restraint (and Time Out)
[Replaces current Policy 7302]
 - 7102 Student Dismissal to Parent/Guardian
 - 7200 Reporting Possible Child Abuse or Maltreatment
 - ~~7201 Child Abuse in an Educational Setting~~
 - 7301 Loss or Destruction of OHM BOCES Property of Resources
 - 7302 Use of Time Out Rooms (Delete – Replace with 7068)
 - 7400 Education Records
 - 7401 Parental Access to Instructional Materials
 - 7601 Censorship of Non-School Student Publications
- 2. Approval of Appointment of Board Clerk Pro Tempore
- 3. Approval of Bid Award: Elementary Science Kit Supply 2026-2027 School Year
- 4. Approval of Contract: Baby Bulldogs and Little Bulldogs
- 5. Approval of Contract: Helio Health
- 6. Approval of Contract: Perch Place LLC
- 7. Approval of Contract: Seed & Sew
- 8. Approval of Contract: Summer Food Service Program with the Town of Russia 2026
- 9. Approval of Contract: Timothy School/TIM Academy 2026-2027

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10. Approval of Designation of the Date of the Reorganizational/Regular Meeting, July 8, 2026
11. Approval of Ex Officio Student Members on the Cooperative Board
12. Approval of Fiscal Year 2026-2027 Distance Learning State-Wide Agreements
13. Approval of Fiscal Year 2026-2027 Instructional Technology State-Wide Agreements
14. Authorization of the RIC One ROC

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

5:50 XI. Old Business
- Board Meeting times 2026-2027

6:00 XII. Board Recognition

6:10 XIII. Adjournment

**TREASURER'S REPORT
JUNE 2026 BOARD MEETING**

FOR THE MONTH ENDING APRIL 2026

BANK BALANCES BY FUND:

FUND	BANK	TYPE	BEGINNING BALANCE	PLUS RECEIPTS	MINUS DISBURSE	ENDING BALANCE
CAPITAL	JPM/CHASE	MMKT	8,495.55	9.77	-	8,505.32
GENERAL	JPM/CHASE	MMKT	6,874,652.15	15,126,038.33	9,089,092.09	12,911,598.39
GENERAL-MULTI C/R	JPM/CHASE	CHECK	2,960,656.04	8,730,655.85	8,731,984.89	2,959,327.00
GENERAL-MULTI C/R	JPM/CHASE	CHECK	814,676.57	13,511,365.86	14,000,000.00	326,042.43
GENERAL-LEARNING	JPM/CHASE	CHECK	4,662.22	-	-	4,662.22
GENERAL-MULTI C/R	NBT	MMKT	1,420.96	400.00	-	1,820.96
GENERAL FUND	MCB	MMKT	659,815.37	1,843.87	-	661,659.24
LUNCH-MULTI C/D	JPM/CHASE	CHECK	-	346,575.08	346,575.08	-
LUNCH-MULTI C/R	JPM/CHASE	CHECK	4,877.15	3,793.28	-	8,670.43
LUNCH C/R	JPM/CHASE	CHECK	2,321.24	13,316.12	15,000.00	637.36
LUNCH-MULTI C/R	NBT	MMKT	20,166.81	21,444.02	15,000.00	26,610.83
LUNCH FUND	MCB	MMKT	2,190,037.95	6,120.11	-	2,196,158.06
SPEC AID-MULTI C/R	NBT	MMKT	-	-	-	-
SPEC AID-MULTI C/R	JPM/CHASE	CHECK	199,256.33	-	-	199,256.33
SPEC AID-MULTI C/D	JPM/CHASE	CHECK	-	3,189.80	3,189.80	-
TRUST/CM SCHOL	NBT	MMKT	-	-	-	-
TRUST/CM SCHOL	JPM/CHASE	MMKT	69,443.88	1,330.48	-	70,774.36
EXTRA-CURR/CM	JPM/CHASE	MMKT	29,179.08	570.00	525.00	29,224.08
TOTAL CASH			10,155,434.80	37,766,652.57	32,201,366.86	19,404,947.01

TOTAL CASH BY FUND:

CAPITAL	8,505.32
GENERAL	16,865,110.24
SCHOOL LUNCH	2,232,076.68
SPECIAL AID	199,256.33
SCHOLARSHIPS	70,774.36
EXTRA-CURRICULAR	29,224.08
	<u>19,404,947.01</u>

TOTAL CASH BY BANK:

MCB	2,857,817.30
JPM/CHASE	16,518,697.92
NBT	28,431.79
	<u>19,404,947.01</u>

CHECKING RECONCILIATION:

BANK BALANCE	OUTSTANDING CHECKS/DIT	ENDING BALANCE
3,868,171.25	908,844.25	2,959,327.00

31,014.60 1,790.52 29,224.08

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

Connor Utesch
CONNOR UTESCH DEPUTY TREASURER

**IX B.1.
Acceptance of Report of
the Treasurer, April 2026
June 10, 2026**

TREASURER'S REPORT SUMMARY
JUNE 2026 BOARD MEETING
FOR THE MONTH ENDING APRIL 2026

TOTAL CASH BY FUND AS OF:		April 30, 2026
CAPITAL		8,505.32
GENERAL		16,865,110.24
SCHOOL LUNCH		2,232,076.68
SPECIAL AID		199,256.33
SCHOLARSHIPS		70,774.36
EXTRA-CURRICULAR		29,224.08
		19,404,947.01

GENERAL FUND

REVENUE STATUS AS OF:					April 30, 2026
Original Estimate	Adjustments	Current Estimate	Year to Date	Anticipated Balance	Excess Revenue
102,308,508.37	23,449,012.49	125,757,520.86	94,707,541.38	30,529,568.86	1,294,527.69

SCHOOL LUNCH FUND

REVENUE STATUS AS OF:					April 30, 2026
Original Estimate	Adjustments	Current Estimate	Year to Date	Anticipated Balance	Excess Revenue
8,946,750.00	128,858.40	9,075,608.40	6,493,219.10	2,606,798.86	24,409.56

ADJUSTMENTS OVER 10%

CODE	\$ CHANGE	EXPLANATION
A332 Curriculum Supervision	20,685	Curriculum Supervision for Districts - BR, NYM, CL, UT, & WE
A515 Com Objective/Madison BOCES	5,478,666	Utica CSD Replacement of Chromebooks
A607 Staff Development Bus Drivers	9,928	Bus Driver training for districts
A640 Drug Testing/Jeff-Lewis BOCES	3,630	Usage of Jefferson-Lewis BOCES drug testing service April 2026 - HP, RE, SV, WE, & WH
A645 Infinite Campus/E. Suffolk BOCES	4,672	Utica CSD Purchase of Software

BUDGET STATUS AS OF:					April 30, 2026
Initial Appropriation	Adjustments	Current Appropriations	Year to Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
102,308,508.37	23,449,012.49	125,757,520.86	83,135,627.60	21,179,493.92	21,442,399.34

BUDGET STATUS AS OF:					April 30, 2026
Initial Appropriation	Adjustments	Current Appropriations	Year to Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
8,946,750.00	128,858.40	9,075,608.40	5,210,727.70	1,355,375.19	2,509,505.51

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

BOARD MEETING PRESENTATION
April 30, 2026

CHECKING ACCOUNT - NBT BANK		CLUB ACCOUNT BALANCES	
BALANCE: BEGINNING OF THE MONTH	\$ 29,179.08	FUTURE FARMERS OF AMERICA	\$ 12,766.09
PLUS: RECEIPTS	\$ 570.00	SKILLS USA	\$ 4,649.72
LESS: EXPENDITURES	<u>\$ (525.00)</u>	P-TECH	\$ 11,808.27
BALANCE: END OF MONTH	<u>\$ 29,224.08</u>	SALES TAX	\$ -
BANK RECONCILIATION		ACCOUNT TOTALS, END OF MONTH	<u>\$ 29,224.08</u>
BALANCE PER BANK STATEMENT	\$ 31,014.60		
PLUS: DEPOSITS IN TRANSIT	\$ -		
LESS: OUTSTANDING CHECKS	<u>\$ (1,790.52)</u>		
RECONCILED BALANCES	<u>\$ 29,224.08</u>		
CASH: END OF MONTH	<u>\$ 29,224.08</u>	CASH: END OF MONTH	<u>\$ 29,224.08</u>

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

Connor T. Uher

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
		1511	304.74
		1517	106.10
		1518	525.00
		1519	249.03
			<u>1,790.52</u>
TOTAL	<u>-</u>		

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 04/30/2026

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	2,845,624.88	2,242,131.60	550,586.22
002 CAPITAL/RENT EXPENDITURES			3,434,826.14	-89,151.96	3,345,674.18	2,686,026.31	659,647.87	0.00
101 OCCUPATIONAL EDUCATION			10,000,666.00	-380,389.55	9,620,276.45	7,661,956.79	1,917,631.72	8,683.39
102 ADULT EDUCATION			46,599.35	0.00	46,599.35	37,279.48	9,319.87	0.00
103 SECONDARY OCC ED/MADISON BOCES			0.00	11,943.00	11,943.00	7,962.00	3,981.00	0.00
107 CTE-HANDICAPPED			811,906.00	158,463.46	970,369.46	780,431.16	183,132.91	0.00
109 OCC. ED./MADISON BOCES XC			44,412.00	-21,940.00	22,472.00	17,982.56	4,494.40	4.96
201 8:1:2 PROGRAM			8,743,139.75	-1,481,992.38	7,261,147.37	5,863,712.81	1,356,125.89	1,413.44
202 INTENSE MGMT NEEDS/MADISON BOCES			138,754.00	11,394.45	150,148.45	135,835.26	20,249.66	5,936.47
204 12:1:1 MILD/MODERATE PROGRAM			2,396,487.95	-330,302.74	2,066,185.21	1,684,950.15	371,792.01	0.00
205 SPECIAL CLASS: OPTION 2/MADISON BOCE			342,200.00	55,735.93	397,935.93	314,184.02	101,490.26	17,738.35
206 TRANSITIONAL PLNG & IMPLEMENTATION			1,005,306.00	700,259.10	1,705,565.10	1,353,904.35	351,660.75	0.00
209 12:1:4 DEV/MD PROGRAM			7,773,978.89	558,118.69	8,332,097.58	6,720,571.25	1,583,412.31	0.00
214 SPECIAL ED. OPTION III/MADISON BOCES			201,388.00	244,477.12	445,865.12	354,559.20	93,846.11	2,540.19
216 6:1:2 PROGRAM			1,348,769.55	483,665.43	1,832,434.98	1,346,542.95	476,325.30	0.00
222 SPECIAL CLASS: OPTION 3/MADISON BOCE			363,815.00	-363,815.00	0.00	19,581.16	0.00	19,581.16
224 LIFE SKILLS 12:1:3/HERKIMER BOCES			0.00	13,598.75	13,598.75	13,598.75	0.00	0.00
225 ELEM IMN 6:1:2.5/MADISON			667,382.00	-333,489.00	333,893.00	286,740.06	66,778.60	19,625.66
226 STAFFING 1:12:1/HERKIMER BOCES			0.00	30,478.28	30,478.28	15,239.14	15,239.14	0.00
228 SKILLS DEV-ELEM (12:1:1)/MADISON BOC			691,978.00	-528,959.66	163,018.34	137,351.95	33,149.11	7,482.72
229 ELEMENTARY AUTISM/MADISON BOCES			0.00	341,098.27	341,098.27	265,000.18	76,098.09	0.00
230 INTENSE MGMT NEED/MADISON BOCES			249,113.00	146,817.00	395,930.00	314,307.35	99,310.06	17,687.41
232 AUTISM-SECONDARY(6:1:1)/MADISON BOCE			119,675.00	238,251.00	357,926.00	276,316.00	93,866.64	12,256.64
234 ELEMENTARY 12:1:3/MADISON BOCES			0.00	217,109.00	217,109.00	172,403.71	52,672.18	7,966.89
303 ART			275,280.00	-21,181.13	254,098.87	201,872.00	50,468.00	0.00
305 GUIDANCE			238,288.00	-58,107.01	180,180.99	142,972.80	35,743.20	0.00
306 TECHNOLOGY			98,583.80	1,034.58	99,618.38	78,867.04	19,716.76	0.00
307 ENGLISH			92,027.00	-91,740.06	286.94	0.00	0.00	0.00
308 PHYSICAL EDUCATION			57,882.50	1,422.47	59,304.97	43,411.87	14,470.63	0.00
310 NURSE PRACTITIONER			402,464.70	-8,432.24	394,032.46	311,350.24	79,562.36	0.00
312 SCHOOL PHYSICIAN			67,510.24	-6,071.16	61,439.08	49,151.29	12,287.79	0.00
313 SCHOOL PSYCHOLOGIST			344,636.00	19,495.12	364,131.12	286,850.05	72,640.95	0.00
314 SCHOOL SOCIAL WORKER			243,808.00	-22,891.64	220,916.36	171,884.64	47,542.56	0.00
315 SPEECH IMPROVEMENT			1,000,642.50	-70,399.19	930,243.31	728,242.72	179,718.08	0.00
316 VISUALLY IMPAIRED			126,731.25	-2,635.44	124,095.81	98,934.88	24,416.88	0.00
318 DEAF			154,658.13	21,564.38	176,222.51	139,170.41	36,079.59	0.00
321 PHYS. THERAPY			181,592.00	1,167.52	182,859.52	145,353.60	36,338.40	0.00
322 OCCUPATIONAL THERAPY			260,843.10	2,117.51	262,960.61	208,674.48	52,168.62	0.00
325 HOME ECONOMICS			66,648.00	298.52	66,946.52	53,318.40	13,329.60	0.00
326 ENGLISH/SECOND LANG. INTSR.			626,846.00	47,251.76	674,097.76	500,174.27	169,981.09	0.00

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

These are estimates to balance the budget

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 04/30/2026

Fiscal Year: 2026

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
332 CURRICULUM SUPERVISION COORDINATION			0.00	141,488.49	141,488.49	79,717.16	61,771.33	0.00
337 SPANISH			0.00	50,100.80	50,100.80	38,967.29	11,133.51	0.00
338 MUSIC TEACHER			299,821.20	1,047.02	300,868.22	239,856.96	59,964.24	0.00
346 AUDIOLOGY/OSWEGO BOCES			211,024.44	31,644.83	242,669.27	202,459.25	50,810.24	10,600.22
349 SPEECH/HERKIMER BOCES			0.00	1,336.50	1,336.50	1,336.50	0.00	0.00
350 OCC. THERAPY/HERK. BOCES			0.00	7,304.15	7,304.15	4,292.57	3,011.58	0.00
351 PHYS THERAPY/HERK. BOCES			0.00	1,487.75	1,487.75	1,487.75	0.00	0.00
352 TEACH. AIDE 1:1/HERK. BOCES			0.00	10,453.60	10,453.60	10,453.60	0.00	0.00
355 GENERAL SUPERVISION COORDINATION			96,885.60	57,926.65	154,812.25	120,576.48	33,604.32	0.00
357 BILINGUAL/ESL ITINERANT MADISON BOCE			0.00	49,480.00	49,480.00	40,019.23	9,896.00	435.23
402 EXPLOR. ENRICHMENT/JEFF LEWIS BOCES			20,377.50	1,947.00	22,324.50	17,816.34	4,508.16	0.00
405 PERFORMING ARTS			456,362.50	124,869.25	581,231.75	418,483.36	165,394.10	2,840.92
408 ALTERNATIVE EDUCATION			8,346,017.50	-369,620.37	7,976,397.13	6,369,934.01	1,564,001.09	3,574.10
410 HOSPITAL BASED/ONONDAGA BOCES			8,856.00	2,474.00	11,330.00	9,171.05	2,381.50	222.55
415 PORTABLE PLANETARIUM			15,675.00	10,708.00	26,383.00	19,776.75	6,606.25	0.00
417 GED - EA - MADISON BOCES			142,351.04	3,598.96	145,950.00	115,881.39	30,068.64	0.03
420 REGIONAL PROGRAM EXCELLENCE			160,950.00	48,719.17	209,669.17	152,385.00	56,665.00	0.00
426 DISTANCE LEARNING/MADISON BOCES			852,947.50	143,972.64	996,920.14	840,335.75	219,789.91	63,205.52
428 SUMMER SCHOOL			1,021,124.00	649,536.01	1,670,660.01	1,280,501.51	392,371.49	2,797.00
461 DISTANCE LEARNING			1,971,808.20	53,182.69	2,024,990.89	1,480,124.53	380,604.32	0.00
462 EXPLORATORY ENRICHMENT/MONROE 2			9,828.13	-9,828.13	0.00	0.00	0.00	0.00
464 BRIGHT FUTURE ACADEMY/MADISON BOCES			0.00	0.00	0.00	81,119.61	0.00	81,119.61
479 DL SYNERGY VIRTUAL HS/CITI BOCES			49,470.00	50,556.00	50,556.00	42,644.55	10,195.57	2,284.12
480 Early College Access - Dual Credit			7,174.50	7,174.50	56,644.50	53,741.12	14,073.92	11,170.54
502 EDUCATIONAL COMMUNICATIONS			226,338.00	5,068.80	231,406.80	184,690.97	46,715.83	0.00
504 TECHNICAL REPAIR SERVICE			1,208,695.43	99,504.15	1,308,199.58	1,010,451.56	234,495.82	37,153.20
505 PRINTING			1,124,749.90	10,636.01	1,135,385.91	844,232.32	258,834.58	0.00
509 SCH. CURR/CAYUGA BOCES			1,658,000.00	388,293.98	2,046,293.98	1,517,029.24	504,738.33	2,384.38
510 LEARNING TECHNOLOGY			33,273.72	-210.86	33,062.86	27,134.57	6,603.23	674.94
511 SCH. CURR./CAPITAL REGION			3,630,688.80	885,639.63	4,516,328.43	2,841,468.24	915,242.35	0.00
513 SCH. CURR./FRANKLIN BOCES			10,489.80	-7,294.80	3,195.00	2,556.00	639.00	0.00
514 MODEL SCHOOLS-MADISON BOCES			0.00	495.00	495.00	371.25	123.75	0.00
515 COMMON LEARNING OBJ-MADISON BOCES			278,306.00	67,799.80	346,105.80	281,514.29	69,594.76	5,003.25
518 SCIENCE KITS			3,591,248.80	8,206,591.89	11,797,840.69	5,954,140.22	5,864,412.06	20,711.59
520 SCH CURR./MADISON BOCES			1,392,129.00	-114,272.35	1,277,856.65	1,035,352.56	237,746.14	0.00
521 SCHOOL CURRICULUM IMPROVEMENT SERVIC			0.00	440.00	440.00	250.61	224.76	35.37
528 SCH CURR./ONONDAGA BOCES			2,381,673.17	165,719.63	2,547,392.80	1,957,359.95	580,542.26	251.00
531 SCH. CURRIC/MSWHE BOCES			0.00	115.00	115.00	145.97	38.33	69.30
532 SDP/ADMIN./GREATER SOUTH. TIER BOCES			0.00	1,180.00	1,180.00	786.67	393.33	0.00
			0.00	0.00	0.00	102.16	0.00	102.16

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

These are estimates to balance the budget

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 04/30/2026

Fiscal Year: 2026

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
535 SCH CURRIC/HERKIMER BOCES			0.00	0.00	0.00	244.72	0.00	244.72
538 MODEL SCHOOLS			146,534.00	1,515.07	148,049.07	117,227.20	29,306.80	0.00
540 STAFF DEV/DELAWARE BOCES			0.00	19,887.50	19,887.50	14,691.67	5,195.83	0.00
542 SCH CURR/JEFF-LEWIS BOCES			0.00	3,215.22	3,215.22	2,572.17	643.05	0.00
543 HRD/SFTWARE/OSWEGO BOCES			13,728.47	21,096.38	34,824.85	27,853.23	7,246.76	275.14
545 COMMUNITY SCHOOL RESOURCES			5,436,590.50	10,384,611.62	15,821,202.12	12,121,126.30	3,467,227.22	0.00
547 CDOS CREDENTIAL MGT SYS OSWEGO BOCES			2,830.00	415.35	3,245.35	2,781.14	669.10	204.89
549 SEC III INTERSCHOLASTIC SPORTS/OCM B			81,135.47	129.03	81,264.50	78,940.99	16,252.90	13,929.39
555 SUPERINTENDENT EVAL/ERIE 2 BOCES			7,939.48	582.52	8,522.00	6,790.56	2,031.22	299.78
560 CPSE			192,469.50	1,254.11	193,723.61	153,975.60	38,493.90	0.00
570 HOME SCHOOL COORDINATION/MADISON BOC			0.00	3,228.00	3,228.00	2,647.02	645.60	64.62
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	10,147.44	744,968.19	594,556.75	146,768.85	0.00
575 VOCATIONAL ASSESSMENT			4,750.00	0.00	4,750.00	3,800.00	950.00	0.00
576 LIBRARY MEDIA SERVICE			903,963.69	8,876.59	912,840.28	725,535.58	183,893.94	166.86
578 LIBRARY AUTOMATION - MADISON BOCES			168,945.00	6,599.50	175,544.50	140,375.20	35,574.03	404.73
581 GRANT WRITING SVE/CAPITAL REG BOCES			0.00	20,760.05	20,760.05	16,608.04	4,152.01	0.00
586 LEARNING TECHNOLOGY/CAYUGA BOCES			0.00	100,640.32	100,640.32	82,755.93	20,644.24	2,759.85
587 SUPER EVAL/DCMO BOCES			0.00	9,462.15	9,462.15	6,308.10	3,154.05	0.00
601 COMPUTER SERVICES - MADISON BOCES			11,715,859.44	1,375,541.26	13,091,400.70	10,870,067.39	2,433,429.25	212,095.94
602 NEGOTIATIONS - MADISON BOCES			211,962.00	19,346.15	231,308.15	185,052.76	47,339.68	1,084.29
603 SCHOOL COMMUNICATIONS			932,560.00	432,458.94	1,365,018.94	1,010,621.72	346,061.48	0.00
604 CENTRAL BUSINESS OFFICE			526,234.60	-15,287.63	510,946.97	408,985.17	102,559.17	970.74
607 STAFF DEVELOPMENT - BUS DRIVERS			0.00	15,886.89	15,886.89	4,479.48	11,407.41	0.00
609 PLANNING SER: MANAGEMENT OCM BOCES			58,010.00	7,243.00	65,253.00	52,226.75	13,026.25	0.00
610 TELEPHONE INTERCONNECT			684,485.25	343,959.56	1,028,444.81	631,344.21	215,584.66	0.00
611 REGIONAL BUS MAINTENANCE-MADISON BOC			175,000.00	0.00	175,000.00	145,520.95	35,000.00	5,520.95
612 HEALTH COORDINATION/HERKIMER BOCES			12,898.26	344.20	13,242.46	13,826.55	2,656.14	0.00
615 POLICY PLANNING ERIE I			13,908.84	663.94	14,572.78	11,658.23	2,914.55	0.00
616 EMPLOYEE ASSISTANCE PROGRAM			22,080.00	0.00	22,080.00	17,664.00	4,416.00	0.00
618 EMPLOYEE BENEFIT COORDINATION			108,060.00	56.63	108,116.63	86,448.00	21,612.00	0.00
620 SAFETY COORDINATOR			986,285.40	39,013.22	1,025,298.62	799,237.32	205,527.00	0.00
621 COORDINATION OF INSURANCE MANAGEMENT			7,625.00	2.01	7,627.01	6,100.00	1,525.00	0.00
622 REGIONAL BUS RADIOS - MADISON BOCES			10,168.00	255,971.28	266,139.28	214,777.84	54,919.20	3,557.76
623 STATE AID PLANNING - QUESTAR III BOC			43,020.00	864.00	43,884.00	35,104.00	8,780.00	0.00
625 SUBSTITUTE TEACHER SERVICE			178,861.25	2,453.95	181,315.20	142,939.00	35,734.75	0.00
626 CENTRAL SCHOOL FOOD MANAGEMENT			1,283,349.79	121,022.09	1,404,371.88	1,102,593.58	294,141.54	970.74
627 RECORDS RETENTION			114,750.00	19,552.57	134,302.57	107,012.20	27,284.30	0.00
628 TELECOMMUNICATIONS			319,554.08	41,084.45	360,638.53	411,725.76	63,910.80	115,890.54
631 COOPERATIVE BID/MAD. BOCES			63,362.00	2,093.65	65,455.65	54,441.71	13,091.13	2,077.19

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

These are estimates to balance the budget

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 04/30/2026

Fiscal Year: 2026

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
633 GASB 45 PLNG/QUESTAR III			21,921.00	740.00	22,661.00	18,126.09	4,534.91	0.00
634 STAFF DEV BD OF ED - HERKIMER BOCES			15,422.11	707.89	16,130.00	18,400.18	3,241.78	5,511.96
636 GASB 45 PLANNING/CLINTON-ESSEX			17,670.00	-4,995.00	12,675.00	10,210.65	2,535.00	70.65
637 FIXED ASSET INVENTORY/QUESTAR III			32,331.00	62,712.00	95,043.00	57,918.45	37,124.55	0.00
639 TRANSP./MADISON BOCES			0.00	598.00	598.00	2,332.91	149.50	1,884.41
640 DRUG TESTING/JEFF-LEWIS BOCES			12,097.75	9,056.87	21,154.62	13,464.69	7,689.93	0.00
641 ON-LINE APPL./PUTNAM BOCES			44,431.88	739.49	45,171.37	36,134.59	9,036.78	0.00
645 INFINITE CAMPUS/E. SUFFOLK BOCES			1,150.00	5,183.62	6,333.62	1,325.71	5,031.16	23.25
646 MEDICAID REIMBURSEMENT/MADISON BOCES			29,467.17	2,775.18	32,242.35	27,991.66	7,125.51	2,874.82
647 PLANNING SERVICE/MADISON BOCES			0.00	0.00	0.00	38.20	0.00	38.20
649 ACA COMPLIANCE/MADISON BOCES			18,399.30	-690.98	17,708.32	14,317.46	3,541.66	150.80
650 TESTING - NYS ALT ADDMT-CAP REGION B			12,138.00	-163.62	11,974.38	9,313.40	2,660.98	0.00
651 SCRIP/BROOME BOCES			75,383.68	313.68	75,697.36	60,746.24	15,139.44	188.32
655 SPECIAL ED AID ASSISTANCE SVC/QUESTA			33,610.00	30,972.48	64,582.48	51,664.08	12,918.40	0.00
656 EMPLOYEE RELATIONS/ONC BOCES			19,716.00	26,971.50	46,687.50	35,413.08	12,190.63	916.21
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	21,182.76	4,696.73	2,395.82
659 TIER 4 ENHANCED/CAP REGION BOCES			232,634.25	-232,634.25	0.00	0.00	0.00	0.00
660 EMPLOYEE ASSISTANCE/DCMO BOCES			0.00	9,526.50	9,526.50	7,621.20	1,905.30	0.00
661 WEB HOSTING/CAPITAL REGION BOCES			8,828.00	-4,215.00	4,613.00	3,690.40	922.60	0.00
662 COMPUTER MANAGEMENT/S.WESTCHESTER BO			71,437.17	20,697.28	92,134.45	72,486.35	19,648.10	0.00
663 TRANSPORT PLANNING/FRANKLIN ESSEX BO			21,700.00	1,302.00	23,002.00	18,401.60	4,600.40	0.00
664 DATA ANALYTICS/CLINTON-ESSEX BOCES			0.00	12,650.00	12,650.00	10,670.68	2,530.00	550.68
665 MEDICAID REIMBURSEMENT SERVICE/QUEST			0.00	2,500.00	2,500.00	1,250.00	1,250.00	0.00
679 PLANNING SERVICE/ERIE 2 BOCES			66,550.00	0.00	66,550.00	53,265.68	13,310.00	25.68
Total GENERAL FUND			102,308,508.37	23,449,012.49	125,757,520.86	94,707,541.38	30,529,568.86	1,294,527.69

Selection Criteria

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

As Of Date: 04/30/2026

Suppress revenue accounts with no activity

Print Summary Only

Sort by: Fund/CoSer

Printed by CHRISTINE J. TURCZYN

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

These are estimates to balance the budget

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 04/30/2026

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	1,406,926.48	390,550.45	2,497,194.10
002 CAPITAL/RENT EXPENDITURES		3,434,826.14	-89,151.96	3,345,674.18	3,228,423.30	117,250.20	0.68
101 OCCUPATIONAL EDUCATION		7,714,175.67	-410,499.93	7,303,675.74	5,019,797.14	1,905,371.31	378,507.29
103 SECONDARY OCC ED/MADISON BOCES		0.00	11,943.00	11,943.00	6,824.57	0.00	5,118.43
107 CTE-HANDICAPPED		1,046,619.00	158,463.46	1,205,082.46	767,197.27	327,942.64	109,942.55
109 OCC. ED./MADISON BOCES XC		44,412.00	-21,940.00	22,472.00	15,730.40	0.00	6,741.60
201 8:1:2 PROGRAM		5,569,263.05	-1,035,323.59	4,533,939.46	2,966,965.84	1,383,610.64	183,362.98
202 INTENSE MGMT NEEDS/MADISON BOCES		138,754.00	11,394.45	150,148.45	113,812.44	0.00	36,336.01
204 12:1:1 MILD/MODERATE PROGRAM		1,250,121.01	-25,010.29	1,225,110.72	813,087.34	419,706.62	-7,683.24
205 SPECIAL CLASS: OPTION 2/MADISON BOCES		342,200.00	55,735.93	397,935.93	250,117.65	0.00	147,818.28
206 TRANSITIONAL PLNG & IMPLEMENTATION		942,708.00	700,259.10	1,642,967.10	966,747.00	0.00	676,220.10
209 12:1:4 DEV/MD PROGRAM		4,008,490.98	128,264.26	4,136,755.24	2,748,786.78	1,240,525.25	147,443.21
214 SPECIAL ED. OPTION III/MADISON BOCES		201,388.00	244,477.12	445,865.12	308,697.82	0.00	137,167.30
216 6:1:2 PROGRAM		927,046.34	505,085.94	1,432,132.28	574,349.69	213,881.06	643,901.53
222 SPECIAL CLASS: OPTION 3/MADISON BOCES		363,815.00	-363,815.00	0.00	0.00	0.00	0.00
224 LIFE SKILLS 12:1:3/HERKIMER BOCES		0.00	13,598.75	13,598.75	24,106.88	0.00	-10,508.13
225 ELEM IMN 6:1:2.5/MADISON		667,382.00	-333,489.00	333,893.00	233,725.10	0.00	100,167.90
226 STAFFING 1:12:1/HERKIMER BOCES		0.00	30,478.28	30,478.28	6,095.66	0.00	24,382.62
228 SKILLS DEV-ELEM (12:1:1)/MADISON BOCES		691,978.00	-528,959.66	163,018.34	112,642.81	0.00	50,375.53
229 ELEMENTARY AUTISM/MADISON BOCES		0.00	341,098.27	341,098.27	229,186.54	0.00	111,911.73
230 INTENSE MGMT NEED/MADISON BOCES		249,113.00	146,817.00	395,930.00	256,799.75	0.00	139,130.25
232 AUTISM-SECONDARY(6:1:1)/MADISON BOCES		119,675.00	238,251.00	357,926.00	222,820.76	0.00	135,105.24
234 ELEMENTARY 12:1:3/MADISON BOCES		0.00	217,109.00	217,109.00	143,882.24	0.00	73,226.76
303 ART		307,451.00	1,758.87	309,209.87	174,763.93	69,484.86	64,961.08
305 GUIDANCE		217,724.00	61,036.99	278,760.99	169,632.67	76,733.25	32,395.07
306 TECHNOLOGY		147,377.40	1,034.58	148,411.98	109,304.29	37,919.75	1,187.94
307 ENGLISH		86,321.00	-86,034.06	286.94	0.00	0.00	286.94
308 PHYSICAL EDUCATION		108,910.00	-56,460.03	52,449.97	36,959.49	19,188.31	-3,697.83
310 NURSE PRACTITIONER		422,507.01	21,379.96	443,886.97	309,334.08	125,494.20	9,058.69
312 SCHOOL PHYSICIAN		73,581.41	-6,071.16	67,510.25	47,353.36	11,838.29	8,318.60
313 SCHOOL PSYCHOLOGIST		589,728.06	6,632.80	596,360.86	393,832.27	160,804.25	41,724.34
314 SCHOOL SOCIAL WORKER		234,507.10	-559.15	233,947.95	161,820.66	58,148.42	13,978.87
315 SPEECH IMPROVEMENT		981,800.50	-62,398.19	919,402.31	633,986.33	275,991.35	9,424.63
316 VISUALLY IMPAIRED		120,649.97	-2,635.44	118,014.53	68,528.46	35,607.72	13,878.35
318 DEAF		148,158.13	21,564.38	169,722.51	108,445.45	58,217.58	3,059.48
321 PHYS. THERAPY		175,062.35	6,028.84	181,091.19	123,022.30	54,037.08	4,031.81
322 OCCUPATIONAL THERAPY		250,320.10	4,165.82	254,485.92	179,362.08	72,568.37	2,555.47
325 HOME ECONOMICS		94,968.00	298.52	95,266.52	40,440.74	10,918.83	43,906.95
326 ENGLISH/SECOND LANG. INTSR.		653,160.40	35,854.56	689,014.96	392,122.53	168,777.39	128,115.04
332 CURRICULUM SUPERVISION COORDINATION		0.00	141,488.49	141,488.49	134,569.58	0.00	6,918.91

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 04/30/2026

Fiscal Year: 2026

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
337 SPANISH		0.00	44,600.80	44,600.80	17,103.06	5,109.16	22,388.58
338 MUSIC TEACHER		386,336.20	-106,031.98	280,304.22	139,709.77	64,589.25	76,005.20
345 SHARED BUSINESS OFFICIAL		0.00	0.00	0.00	12,900.79	0.00	-12,900.79
346 AUDIOLOGY/OSWEGO BOCES		211,024.44	31,644.83	242,669.27	144,931.39	0.00	97,737.88
349 SPEECH/HERKIMER BOCES		0.00	1,336.50	1,336.50	1,336.50	0.00	0.00
350 OCC. THERAPY/HERK. BOCES		0.00	7,304.15	7,304.15	2,509.37	0.00	4,794.78
351 PHYS THERAPY/HERK. BOCES		0.00	1,487.75	1,487.75	1,487.75	0.00	0.00
352 TEACH. AIDE 1:1/HERK. BOCES		0.00	10,453.60	10,453.60	10,453.60	0.00	0.00
355 GENERAL SUPERVISION COORDINATION		94,885.60	57,926.65	152,812.25	84,228.80	35,719.86	32,863.59
357 BILINGUAL/ESL ITINERANT MADISON BOCES		0.00	49,480.00	49,480.00	34,636.00	0.00	14,844.00
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	150,609.46	567,671.09	443,637.72	61,469.22	62,564.15
408 ALTERNATIVE EDUCATION		7,195,656.88	-371,432.16	6,824,224.72	4,913,203.40	2,173,705.10	-262,683.78
410 HOSPITAL BASED/ONONDAGA BOCES		8,856.00	2,474.00	11,330.00	9,790.00	0.00	1,540.00
415 PORTABLE PLANETARIUM		10,225.00	10,708.00	20,933.00	6,256.91	1,633.65	13,042.44
416 TUTORING/MONROE I BOCES		0.00	0.00	0.00	324.44	0.00	-324.44
417 GED - EA - MADISON BOCES		142,351.04	3,598.96	145,950.00	101,189.64	0.00	44,760.36
420 REGIONAL PROGRAM EXCELLENCE		150,366.65	48,719.17	199,085.82	128,261.45	40,603.91	30,220.46
426 DISTANCE LEARNING/MADISON BOCES		852,947.50	143,972.64	996,920.14	678,770.85	0.00	318,149.29
428 SUMMER SCHOOL		984,536.57	649,536.01	1,634,072.58	861,640.95	21,903.96	750,527.67
438 DISTANCE LEARNING		1,879,697.17	53,182.69	1,932,879.86	1,301,170.78	455,600.70	176,108.38
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	35,389.20	0.00	15,166.80
479 DL SYNERGY VIRTUAL HS/CITI BOCES		49,470.00	7,174.50	56,644.50	37,605.72	0.00	19,038.78
480 Early College Access - Dual Credit		242,298.00	5,068.80	247,366.80	301,920.95	1,742.23	-56,296.38
502 EDUCATIONAL COMMUNICATIONS		1,204,790.43	68,504.15	1,273,294.58	698,216.43	449,021.25	126,056.90
504 TECHNICAL REPAIR SERVICE		1,401,039.90	10,756.54	1,411,796.44	962,017.64	302,006.86	147,771.94
505 PRINTING		1,682,248.00	428,841.27	2,111,089.27	1,291,726.58	465,406.56	353,956.13
509 SCH. CURR/CAYUGA BOCES		33,273.72	-210.86	33,062.86	23,144.01	0.00	9,918.85
510 LEARNING TECHNOLOGY		3,455,420.40	943,321.56	4,398,741.96	3,300,132.00	988,961.44	109,648.52
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	67,799.80	346,105.80	241,913.81	0.00	104,191.99
515 COMMON LEARNING OBJ-MADISON BOCES		3,591,248.80	8,206,591.89	11,797,840.69	5,466,910.47	0.00	6,330,930.22
518 SCIENCE KITS		1,265,957.00	-114,272.35	1,151,684.65	800,563.68	216,061.45	135,069.52
520 SCH CURR./MADISON BOCES		0.00	440.00	440.00	177.50	0.00	262.50
521 SCHOOL CURRICULUM IMPROVEMENT SERVICE		2,389,409.69	139,979.42	2,529,389.11	1,372,841.07	359,243.51	797,304.53
528 SCH CURR./ONONDAGA BOCES		0.00	115.00	115.00	115.00	0.00	0.00
531 SCH. CURRIC/MSWSHHE BOCES		0.00	1,180.00	1,180.00	1,180.00	0.00	0.00
538 MODEL SCHOOLS		333,971.00	1,515.07	335,486.07	257,174.60	71,037.32	7,274.15

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 04/30/2026

Fiscal Year: 2026

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
540 STAFF DEVELAWARE BOCES		0.00	19,887.50	19,887.50	10,707.34	2,295.04	6,885.12
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	21,096.38	34,824.85	13,811.20	0.00	21,013.65
545 COMMUNITY SCHOOL RESOURCES		5,597,115.50	10,384,590.82	15,981,706.32	11,760,793.17	3,641,432.21	579,480.94
547 CDOS CREDENTIAL MGT SYS OSWEGO BOCES		2,830.00	415.35	3,245.35	3,245.35	0.00	0.00
549 SEC III INTERSCHOLASTIC SPORTS/OCM BOCES		81,135.47	129.03	81,264.50	56,885.15	0.00	24,379.35
555 SUPERINTENDENT EVAL/ERIE 2 BOCES		7,939.48	582.52	8,522.00	5,681.34	0.00	2,840.66
560 CPSE		182,074.50	1,254.11	183,328.61	115,447.13	35,701.00	32,180.48
570 HOME SCHOOL COORDINATION/MADISON BOCES		0.00	3,228.00	3,228.00	2,259.60	0.00	968.40
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	10,147.44	723,554.26	377,245.53	133,292.30	213,016.43
575 VOCATIONAL ASSESSMENT		11,230.00	0.00	11,230.00	8,671.38	1,982.62	576.00
576 LIBRARY MEDIA SERVICE		858,282.69	1,376.59	859,639.28	716,301.17	112,215.94	31,122.17
578 LIBRARY AUTOMATION - MADISON BOCES		168,945.00	6,599.50	175,544.50	123,710.91	0.00	51,833.59
581 GRANT WRITING SVE/CAPITAL REG BOCES		0.00	20,760.05	20,760.05	13,755.57	1,751.13	5,253.35
586 LEARNING TECHNOLOGY/CAYUGA BOCES		0.00	100,640.32	100,640.32	70,448.24	0.00	30,192.08
587 SUPER EVAL/DCMO BOCES		0.00	9,462.15	9,462.15	4,055.22	1,351.74	4,055.19
601 COMPUTER SERVICES - MADISON BOCES		11,715,859.44	1,375,541.26	13,091,400.70	9,938,091.65	0.00	3,153,309.05
602 NEGOTIATIONS - MADISON BOCES		211,952.00	19,346.15	231,308.15	161,041.97	0.00	70,266.18
603 SCHOOL COMMUNICATIONS		1,139,022.00	432,252.88	1,571,274.88	1,188,906.24	357,061.40	25,307.24
604 CENTRAL BUSINESS OFFICE		507,883.43	-15,287.63	492,595.80	407,485.85	70,235.01	14,874.94
607 STAFF DEVELOPMENT - BUS DRIVERS		0.00	15,886.89	15,886.89	18,740.00	4,310.00	-7,163.11
609 PLANNING SER: MANAGEMENT OCM BOCES		58,010.00	7,243.00	65,253.00	49,354.20	0.00	15,898.80
610 TELEPHONE INTERCONNECT		657,589.25	343,959.56	1,001,548.81	502,065.91	361,273.97	138,208.93
611 REGIONAL BUS MAINTENANCE-MADISON BOCES		175,000.00	0.00	175,000.00	122,500.00	0.00	52,500.00
612 HEALTH COORDINATION/HERKIMER BOCES		12,898.26	344.20	13,242.46	7,945.48	0.00	5,296.98
615 POLICY PLANNING ERIE I		13,908.84	663.94	14,572.78	10,929.60	0.00	3,643.18
616 EMPLOYEE ASSISTANCE PROGRAM		29,100.00	0.00	29,100.00	20,087.85	4,741.15	4,271.00
617 RECRUITING SERVICES		0.00	0.00	0.00	854.00	185.00	-1,039.00
618 EMPLOYEE BENEFIT COORDINATION		179,024.00	-22,977.37	156,046.63	108,682.87	24,535.52	22,818.24
620 SAFETY COORDINATOR		1,036,183.68	39,013.22	1,075,196.90	665,795.80	260,654.01	148,747.09
621 COORDINATION OF INSURANCE MANAGEMENT		9,062.00	2.01	9,064.01	6,843.79	1,794.24	425.98
622 REGIONAL BUS RADIOS - MADISON BOCES		10,188.00	255,971.28	266,139.28	170,479.64	0.00	95,659.64
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	135,830.28	28,144.48	7,743.19
626 CENTRAL SCHOOL FOOD MANAGEMENT		1,326,491.43	121,296.27	1,447,787.70	1,027,737.97	290,738.28	129,311.45
627 RECORDS RETENTION		119,808.09	19,552.57	139,360.66	102,342.17	21,913.07	15,105.42
628 TELECOMMUNICATIONS		335,704.74	41,084.45	376,789.19	229,563.78	88,561.35	58,664.06
631 COOPERATIVE BID/MAD. BOCES		63,362.00	2,093.65	65,455.65	45,818.97	0.00	19,636.68
633 GASB 45 PLNG/QUESTAR III		21,921.00	740.00	22,661.00	15,862.70	0.00	6,798.30

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 04/30/2026

Fiscal Year: 2026

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
634 STAFF DEV BD OF ED - HERKIMER BOCES		15,422.11	707.89	16,130.00	9,678.00	0.00	6,452.00
636 GASB 45 PLANNING/CLINTON-ESSEX		17,670.00	-4,995.00	12,675.00	8,450.02	1,056.26	3,168.72
637 FIXED ASSET INVENTORY/QUESTAR III		32,331.00	62,712.00	95,043.00	58,766.32	0.00	36,276.68
639 TRANSP./MADISON BOCES		0.00	598.00	598.00	398.67	0.00	199.33
640 DRUG TESTING/JEFF-LEWIS BOCES		12,097.75	9,056.87	21,154.62	19,242.62	0.00	1,912.00
641 ON-LINE APPL./PUTNAM BOCES		44,431.88	739.49	45,171.37	27,102.83	0.00	18,068.54
645 INFINITE CAMPUS/E. SUFFOLK BOCES		1,150.00	5,183.62	6,333.62	1,661.75	0.00	4,671.87
646 MEDICAID REIMBURSEMENT/MADISON BOCES		29,467.17	2,775.18	32,242.35	21,756.31	0.00	10,486.04
649 ACA COMPLIANCE/MADISON BOCES		18,399.30	-690.98	17,708.32	12,395.84	0.00	5,312.48
650 TESTING - NYS ALT ADDMT-CAP REGION BOCES		12,138.00	-163.62	11,974.38	11,349.62	156.20	468.56
651 SCRIC/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	45,207.74	0.00	19,374.74
656 EMPLOYEE RELATIONS/ONC BOCES		19,716.00	26,971.50	46,687.50	28,401.56	6,095.31	12,190.63
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	14,090.21	2,348.38	7,045.08
659 TIER 4 ENHANCED/CAP REGION BOCES		232,634.25	-232,634.25	0.00	0.00	0.00	0.00
660 EMPLOYEE ASSISTANCE/DCMO BOCES		0.00	9,526.50	9,526.50	5,715.90	952.65	2,857.95
661 WEB HOSTING/CAPITAL REGION BOCES		8,828.00	-4,215.00	4,613.00	0.00	0.00	4,613.00
662 COMPUTER MANAGEMENT/S.WESTCHESTER BOCES		71,437.17	20,697.28	92,134.45	63,564.95	0.00	28,569.50
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	8,382.25	1,066.94	3,200.81
665 MEDICAID REIMBURSEMENT SERVICE/QUESTAR		0.00	2,500.00	2,500.00	1,428.57	0.00	1,071.43
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	2,302,448.31	808,065.93	702,360.48
702 SPECIAL EDUCATION ADMINISTRATION		1,573,854.83	-5,000.00	1,568,854.83	1,151,653.52	327,066.09	90,135.22
703 PROGRAM TRANSPORTATION		365,100.00	0.00	365,100.00	261,237.09	173,445.83	-69,582.92
704 CENTRAL SUPERVISION		649,886.11	-169,192.00	480,694.11	324,534.97	107,557.21	48,601.93
706 GENERAL ITINERANT SUPERVISION		0.00	163,403.23	163,403.23	73,064.31	65,718.50	24,620.42
707 TRANSITION PLANNING SERVICE		86,615.00	0.00	86,615.00	56,747.72	12,397.09	17,470.19
708 TEACHING ASSISTANT		547,250.00	-33,340.62	513,909.38	361,396.32	127,326.88	25,186.18
709 RESEARCH AND DEVELOPMENT		258,355.00	-496.00	257,859.00	96,282.52	21,716.58	139,859.90
713 INFO & TECH SUPERVISION		670,166.90	-57,681.93	612,484.97	412,085.60	165,729.24	34,670.13
715 Speech Therapy - Related Service		1,096,933.96	-35,560.86	1,061,373.10	861,102.72	348,096.19	-147,825.81
716 Visually Impaired - Related Service		41,991.30	-1,726.12	40,265.18	33,710.06	18,257.47	-11,702.35
718 Hearing Impaired - Related Service		10,226.00	-12,990.00	-2,764.00	0.00	0.00	-2,764.00
720 PHYSICAL THERAPY - RELATED SERVICE		335,526.15	-115,952.26	219,573.89	208,435.01	91,235.12	-80,096.24
721 School Social Worker		1,348,788.15	-66,032.27	1,282,755.88	859,623.39	405,719.52	17,412.97
722 Occupational Therapy		386,800.52	-63,136.46	323,664.06	222,362.51	102,933.82	-1,632.27
Total GENERAL FUND		102,308,508.37	23,449,012.49	125,757,520.86	83,135,627.60	21,179,493.92	21,442,399.34

ONEIDA HERKIMER MADISON BOCES

Revenue Status Report As Of: 04/30/2026

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	295,795.86	204,454.14	
791.000-1445-000	791.000	Other Food Sales-Invoices	125,000.00	0.00	125,000.00	39,915.41	85,084.59	
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	2,339.80	42,339.80	66,732.86		24,393.06
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	6,484.35	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	1,809.87	23,190.13	
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	5,962,430.00	1,794,070.00	
791.000-3190-001	791.000	Surplus Food/Wharehouse/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	128,858.40	9,075,608.40	6,493,219.10	2,606,798.86	24,409.56
Total SCHOOL LUNCH FUND			8,946,750.00	128,858.40	9,075,608.40	6,493,219.10	2,606,798.86	24,409.56

Selection Criteria

Criteria Name: Shared: LUNCH EOM RPT Modified

As Of Date: 04/30/2026

Sort by: Fund/Service

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* Year-to-date revenue amounts include the estimated revenue associated with carryover encumbrances from the prior fiscal year, which are reported in revenue code 225x-9xx.

Total year-to-date revenue will not agree with actual revenue shown for G/L account 980, unless these accounts are excluded

ONEIDA HERKIMER MADISON BOCES

Budget Status Report As Of: 04/30/2026

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	1,862,309.43	0.00	637,690.57
791-2860-200	EQUIPMENT	200,000.00	119,444.25	319,444.25	0.00	81,418.64	238,025.61
791-2860-301	SUPPLIES - FOOD	3,000,000.00	0.00	3,000,000.00	2,545,037.44	1,131,881.82	-676,919.26
791-2860-302	SUPPLIES - OTHER	275,000.00	-3,000.00	272,000.00	45,254.71	34,629.59	192,115.70
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	63,255.58	48,073.20	4,261.22
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	-75,000.00	1,225,000.00	-32,000.01	0.00	1,257,000.01
791-2860-403	INSURANCE	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
791-2860-411	RENT OF WRHSE/FREEZER-NH	0.00	58,824.15	58,824.15	40,950.00	0.00	17,874.15
791-2860-412	UTILITIES - NH	0.00	25,000.00	25,000.00	0.00	0.00	25,000.00
791-2860-801	ERS	225,000.00	0.00	225,000.00	169,632.46	0.00	55,367.54
791-2860-802	FICA	191,250.00	0.00	191,250.00	138,914.70	0.00	52,335.30
791-2860-803	WK COMP	100,000.00	0.00	100,000.00	70,767.79	0.00	29,232.21
791-2860-804	HEALTH INS	535,000.00	0.00	535,000.00	305,787.93	59,371.94	169,840.13
791.000 SCHOOL LUNCH FUND - Service Subtotal		8,946,750.00	128,858.40	9,075,608.40	5,210,727.70	1,355,375.19	2,509,505.51
Total SCHOOL LUNCH FUND		8,946,750.00	128,858.40	9,075,608.40	5,210,727.70	1,355,375.19	2,509,505.51

IX B.2.
Approval of 2025-2026 Budget
Adjustment Report, April 2026
June 10, 2026

ONEIDA-HERKIMER-MADISON BOCES
BUDGET ADJUSTMENTS
April 2026 Report for June Meeting

Description	2025-2026 Adopted Budget	Adjustments per Contracts	07/31/25 Contract Totals	08/01/25 Changes	09/01/25 Changes	10/01/25 Changes	11/01/25 Changes	12/01/25 Changes	01/01/26 Changes	02/01/26 Changes	03/01/26 Changes	04/01/26 Changes	Net Changes	Revised Budget
A000 ADMINISTRATION														
A001 Administration	4,537,170	9,243	4,546,413	-	-	-	-	-	-	-	-	-	-	4,546,413
A002 Rent & Capital Budgets	3,434,826	(38,000)	3,416,826	-	-	-	-	-	-	-	-	-	(71,152)	3,345,674
A000 ADMINISTRATION TOTAL	7,971,996	(8,757)	7,963,239	-	-	-	-	(71,152)	-	-	-	-	(71,152)	7,892,087
A100 VOCATIONAL EDUCATION														
A101 Occupational Education	10,000,666	(368,651)	9,632,015	-	(77,336)	22,114	-	-	10,150	33,333	-	-	(11,739)	9,620,276
A102 Adult Education	46,599	-	46,599	-	-	-	-	-	-	-	-	-	-	46,599
A103 Secondary Occ Ed/Madison BOCES	-	-	-	-	-	-	11,943	-	-	-	-	-	11,943	11,943
A107 Multi. Occupational Education	811,906	6,805	818,711	-	-	218,139	-	-	-	(66,481)	-	-	151,658	970,369
A109 Occup. Ed/Madison BOCES	44,412	532	44,944	-	-	-	-	-	-	(22,472)	-	-	(22,472)	22,472
A100 VOCATIONAL EDUCATION TOTAL	10,903,583	(361,313)	10,542,270	-	(77,336)	22,114	11,943	218,139	10,150	(55,619)	-	-	122,390	10,671,660
A200 SPECIAL EDUCATION														
A201 Special Class 8:1:1	8,743,140	128,323	8,871,463	-	-	(1,636,161)	-	-	-	(25,864)	-	51,709	(1,610,316)	7,261,147
A202 Intense Mang. Needs/Madison BOCES	138,754	(20,914)	117,840	-	-	13,152	-	75,528	-	(56,372)	-	-	32,308	150,148
A204 12:1:1	2,396,488	145,245	2,541,733	-	-	(429,529)	-	-	-	(29,242)	-	(16,776)	(475,547)	2,066,185
A205 Option II/Madison BOCES	342,200	113,845	456,045	-	-	(74,617)	8,276	(44,193)	(6,558)	58,983	-	-	(58,109)	397,936
A206 Transition Services	1,005,306	739,497	1,744,803	-	-	484,007	(20,228)	-	-	(19,010)	-	-	(39,238)	1,705,565
A209 Severely Handicapped	7,773,979	257,982	8,031,961	-	-	151,288	(56,962)	-	-	(45,280)	-	(138,591)	300,137	8,332,098
A214 Scndry Int Mgt Needs/Madison BOCES	201,388	151,650	353,038	-	-	262,656	-	-	-	51,108	-	53,897	92,827	445,865
A216 Spec.Ed./1:1:1	1,348,770	116,005	1,464,774	-	-	(72,522)	-	-	-	-	-	-	367,661	1,832,435
A222 Autism Program/Madison BOCES	363,815	(291,293)	72,522	-	-	-	48,214	-	-	(34,615)	-	-	(72,522)	-
A224 Life Skills 12:1:3/Herkimer BOCES	667,382	(107,586)	559,796	-	-	(225,903)	-	-	-	-	-	-	13,599	13,599
A225 Elementary IMN/Madison BOCES	-	-	-	-	-	-	-	-	-	30,478	-	-	(225,903)	333,893
A226 Staffing 1:12:1/Herkimer BOCES	-	-	-	-	-	-	-	-	-	-	-	-	30,478	30,478
A228 Skills Dev-Elm (12:1:1)/Madison BOCES	691,978	(463,299)	228,679	-	-	(31,010)	539	(37,957)	-	2,767	-	-	(65,661)	163,018
A229 Elementary Autism/Madison BOCES	-	1,366,431	1,366,431	-	-	(918,775)	(146,899)	-	-	6,669	-	-	(1,025,333)	341,098
A230 Intense Mgmt Needs/Madison BOCES	249,113	173,190	422,303	-	4,497	(63,327)	60,329	-	-	32,457	-	-	(26,373)	395,930
A232 Autism-Secondary (6:1:1)/Madison BOCES	119,675	224,952	344,627	-	-	43,649	(161,678)	38,971	24,305	68,052	-	-	13,299	357,926
A234 Elementary 12:1:3/Madison BOCES	-	109,188	109,188	-	-	107,921	-	-	-	-	-	-	107,921	217,109
A200 SPECIAL EDUCATION TOTAL	24,041,987	2,643,216	26,685,203	-	4,497	(1,323,353)	79,139	(1,435,346)	17,747	(450)	72,756	(49,761)	(2,640,771)	24,044,431

Description	2025-2026 Adopted Budget	Adjustments per Contract	07/31/25 Contract Totals	08/31/25 Changes	09/30/25 Changes	10/31/25 Changes	11/30/25 Changes	12/31/25 Changes	01/31/26 Changes	02/28/26 Changes	03/31/26 Changes	04/30/26 Changes	Net Changes	Revised Budget
A300 ITINERANTS														
A303 Art	275,280	(21,181)	254,099											254,099
A305 Guidance	238,286	(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											59,305
A310 Nurse Practitioner	402,465	(23,412)	379,052											394,032
A312 School Physician	67,510	(3,747)	63,763					13,490	1,118					61,439
A313 School Psychologist	344,636	4,640	349,276											364,131
A314 School Social Worker	243,808	1,489	245,297											220,916
A315 Speech Impaired	1,000,643	18,683	1,019,325									(2,324)		990,082
A316 Visually Impaired	126,731	2,434	129,165											124,096
A318 Hearing Impaired	154,658	973	155,631											20,592
A321 Physical Therapy	181,692	1,168	182,860											176,223
A322 Occupational Therapy	260,843	2,118	262,961											182,860
A325 Home Economics	66,648	299	66,947											262,961
A326 English/Second Language	626,846	15,340	642,186											66,947
A332 Curriculum Supervision														674,098
A337 Spanish														141,488
A338 Music Teacher	299,821	1,047	300,868											50,101
A346 Audiology/Oswego BOCES	211,024	(31,544)	179,480											300,868
A349 Speech/Herkimer BOCES														242,669
A350 Therapy/Herkimer BOCES														1,337
A351 Physical Therapy/Herkimer BOCES														7,304
A352 TA 1.1/Herkimer BOCES														1,488
A355 General Supervision	96,886	631	97,517											10,454
A357 Bilingual/ESL Itinerant/Madison BOCES		49,480	49,480											57,295
A300 ITINERANTS TOTAL	4,846,272	(25,372)	4,820,901	*	121,794	(116,493)	40,874	70,993	8,004	(11,768)	13,182	63,949	190,535	5,011,436
A400 GENERAL EDUCATION														
A402 Explor. Enrichment/Jeff-Lewis BOCES	20,378	-	20,378											22,325
A405 Performing Arts	456,363	11,639	468,002											581,232
A408 Alternative Education	8,346,018	(171,843)	8,174,175											7,976,397
A410 Hospital Based/Onondaga BOCES	8,856	164	9,020											2,310
A415 Portable Planetarium	15,675	(2,250)	13,425											11,330
A417 Equivalent Attendance/Madison BOCES	142,351	1,224	143,575											26,383
A420 Regional Program Excellence	160,950	619	161,569											145,950
A426 Distance Learning/Madison BOCES	852,948	27,356	880,303											209,669
A428 Summer School	1,021,124	218,424	1,239,548											996,920
A438 Distance Learning	1,971,808	9,389	1,981,197											1,670,660
A461 Distance Learning/Capital Region BOCES	9,828	(9,828)	-											2,024,991
A464 Bright Future Academy/Madison BOCES		46,759	46,759											3,797
A479 DL-Synergy Virtual HS/CITI BOCES	49,470	(32,335)	17,135											56,645
A480 Early College Access - Dual Credit	226,338	-	226,338											5,069
A400 GENERAL EDUCATION TOTAL	13,282,105	98,318	13,380,423	(49,511)	55,175	135,610	(34,085)	378,642	10,346	16,982	75,778	35,204	624,040	14,004,464

Description	2025-2026 Adopted Budget	Adjustments per Contract	07/31/25 Contract Totals	08/31/25 Changes	09/30/25 Changes	10/31/25 Changes	11/30/25 Changes	12/31/25 Changes	01/31/26 Changes	02/28/26 Changes	03/31/26 Changes	04/30/26 Changes	Net Changes	Revised Budget
A500 INSTRUCTIONAL SUPPORT														
A502 Library Media	1,208,695	100,392	1,309,088	(81,088)	464	13			20,457	412	6,514	52,340	(888)	1,308,200
A504 Audio Visual/Video Repair	1,124,750	(82,898)	1,041,852							49,996	34,824	8,714	93,534	1,135,386
A505 Printing Services	1,658,000	(152,789)	1,505,211		83,000	49,536	100,988		190,984		108,479	8,096	541,083	2,046,294
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	7,199	19,016	3,739	17,469	198,603	74,295	448,392	4,516,328
A511 Sch Curr/Capital Region BOCES	10,490	1,012	11,502	(8,307)									(8,307)	3,195
A513 Sch Curr/Franklin BOCES						495							495	495
A514 Model Schools/Madison BOCES	278,306	64,998	343,304					2,802					2,802	346,106
A515 Com Objective/Madison BOCES	3,591,249	4,220,906	7,812,155	(1,155,626)		1,265,958	(1,614,430)	645	3,461	(51)	7,061	5,478,666	3,985,686	11,797,841
A518 Science Kits	1,392,129	(47,692)	1,344,437	13,425	13,615	15,525					(37,473)	(71,672)	(66,580)	1,277,857
A520 School Curriculum/Madison BOCES							180				260		440	440
A521 School Curriculum Improvement	2,381,673	(385,556)	1,996,118		85,208	142,013	221,940	43,797		9,600		48,718	551,275	2,547,393
A528 School Curriculum/Onondaga BOCES								115					115	115
A531 Sch Curr/WSWHE BOCES								1,180					1,180	1,180
A538 Model Schools	146,534	1,515	148,049											148,049
A540 Staff Dev/Delaware BOCES														
A543 Hard/Software/Oswego BOCES	13,728	10,122	23,851		2,120		17,200	2,688					19,888	19,888
A545 Community School Resources	5,436,591	6,380,939	11,817,529			6,360	2,053	441					10,974	34,825
A547 CDOs Credential Mgmt Sys/Oswego BOCES	2,830	100	2,930			572,854	3,778,781	(370,513)			7,700	14,850	4,003,673	15,821,202
A549 Sac III Interscholastic Sports/OCM BOCES	81,135	129	81,265			110		205					315	3,245
A555 Superintendent Eval/Erie 2 BOCES	7,939	(3,230)	4,709											81,265
A560 Committee Preschool Special Ed	192,470	1,254	193,724				3,813						3,813	8,522
A570 Home School Coordination/Madison BOCES		3,228	3,228											193,724
A572 Instr. Tech/Cap Region BOCES	3,260	(3,260)												3,228
A574 School and Business Alliance	734,821	27,604	762,425				(17,456)						(17,456)	744,968
A575 Vocational Assessment	4,750		4,750											4,750
A576 Library Services	903,964	(184)	903,780	440	(21)	190	6,029	1,948	285	190				912,840
A578 Library Automation/Madison BOCES	168,945	3,555	172,500		132	344	907	622	277	245	519		9,060	175,545
A581 Grant Writing/Capital Region BOCES		20,760	20,760											20,760
A586 Learning Technology/Cayuga BOCES					23,228								23,228	100,640
A587 Super Eval/DCMO BOCES														9,462
A500 INSTRUCTIONAL SUPPORT TOTAL	23,006,221	10,578,991	33,685,212	(43,926)	(888,714)	2,107,475	2,490,004	(287,592)	219,203	77,861	326,488	5,614,008	9,614,807	43,300,019

Description	2025-2026 Adopted Budget	Adjustments per Contract	07/31/25 Contract Totals	08/01/25 08/31/25 Changes	09/01/25 09/30/25 Changes	10/01/25 10/31/25 Changes	11/01/25 11/30/25 Changes	12/01/25 12/31/25 Changes	01/01/26 01/31/26 Changes	02/01/26 02/29/26 Changes	03/01/26 03/31/26 Changes	04/01/26 04/30/26 Changes	Net Changes	Revised Budget
A600 NON-INSTRUCTIONAL PROGRAMS														
A601 Computer Services/Madison BOCES	11,715,859	(624,433)	11,091,427		1,081,795	(826,935)	1,654,911	5,466	21,624	(10,995)	(9,077)	83,185	1,999,974	13,091,401
A602 Negotiations/Madison/Broome BOCES	211,962	6,652	218,614		8,888	158	68	720	875	1,370	617		12,694	231,308
A603 School Communications	932,560	(73,184)	859,376	366,240			51,517					87,886	505,643	1,365,019
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			2,655				9,928	14,103	15,887
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	932	159		1,608	(460)	57,152	143,592	1,028,445
A611 Bus Maint/Madison BOCES	175,000	-	175,000											175,000
A612 Health Coord/Herkimer BOCES	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	8,335	711	6,822	3,022	330	2,310	24,604	1,025,299
A621 Liability Insurance Consortium	7,625	2	7,627											7,627
A622 Regional Bus Routes/Madison BOCES	101,168	249,833	260,001			1,962	(324)	4,500					6,138	266,139
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					112,415					112,415	1,404,372
A627 Records Retention	114,750	11,053	125,803			8,500							8,500	134,303
A628 Telecommunications	319,554	893	320,447			14,929						25,263	40,192	360,639
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/Clinton-Exsex BOCES	17,670	(4,995)	12,675											12,675
A637 Fixed Assets/Questar III BOCES	32,331	2,307	34,638		20					60,385			60,405	95,043
A639 Transp./Madison BOCES						598							598	598
A640 Drug Testing/Jeff Lewis BOCES	12,098	(554)	11,544		76		244	2,338			3,323	3,630	9,611	21,155
A641 On-Line Application/Punnam BOCES	44,432	689	45,121				50						50	45,171
A645 Infinite Campus/E. Suffolk BOCES	1,150	(27)	1,123			539							5,211	6,334
A646 Medicaid Reimburs./Madison BOCES	29,467	539	30,006			102	944				1,190		2,236	32,242
A649 ACA Compliance/Madison BOCES	18,399	(691)	17,708			(0)							(0)	17,708
A650 Testing-NYS Alt Admnc/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									64,582
A656 Employee Relations/ONC BOCES	19,716	1,034	20,750			15,563			10,375				25,938	46,688
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)			(89,896)	
A660 Employee Assistance/DCMO BOCES		9,527	9,527											9,527
A661 Web Hosting/Capital Region BOCES	8,828	398	9,226											4,613
A662 Computer Management/Westchester BOCES	71,437	7,625	79,062				14,247							92,134
A664 Data Analytics/Clinton Essex BOCES		10,964	10,964											12,650
A663 Transportation Planning/Franklin Essex BOCES	21,700	1,302	23,002							2,500				23,002
A665 Medicaid Reimbursement/Questar BOCES													2,500	2,500
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)	1,730,925	128,964	39,696	(36,619)	(4,078)	274,026	2,911,886	20,833,423

Description	2025-2026 Adopted Budget	Adjustments per Contracts	07/31/25 Contract Totals	08/01/25 08/31/25 Changes	09/01/25 09/30/25 Changes	10/01/25 10/31/25 Changes	11/01/25 11/30/25 Changes	12/01/25 12/31/25 Changes	01/01/26 01/31/26 Changes	02/01/26 02/28/26 Changes	03/01/26 03/31/26 Changes	04/01/26 04/30/26 Changes	Net Changes	Revised Budget
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	3,010,511	310,937	305,145	45,906	428,507	5,937,426	10,758,736	125,757,521

MONTHLY ADJUSTMENTS OVER 10% OF BUDGET

A332 Curriculum Supervision	20,685
A515 Com Objective/Madison BOCES	5,478,666
A607 Staff Development Bus Drivers	9,928
A640 Drug Testing/Jeff-Lewis BOCES	3,630
A645 Infinite Campus/E Suffolk BOCES	4,672

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A. PERSONNEL REPORT**a. RESIGNATIONS****1. Teaching/Certified Staff**

			Hire Date	Resign Date
1.	CATHERINE R. FICARRA	TEACHER ASSISTANT	11/05/2024	05/15/2026
2.	SHI-ANNE R. MORGAN	TEACHER ASSISTANT	11/17/2025	06/30/2026
3.	DANIEL G. PALMISANO	TEACHER ASSISTANT	09/21/2022	05/29/2026
4.	TOMMY R. REYNOLDS	TEACHER ASSISTANT	01/20/2026	04/13/2026

2. Non-Instructional / Classified Staff

			Hire Date	Resign Date
1.	KRISTINA M. ABREU	FOOD SERVICE HELPER	08/30/2024	04/23/2026
2.	HEATHER MINER	FOOD SERVICE HELPER	09/03/2021	05/05/2026
3.	SAMANTHA E. SADLER	FOOD SERVICE HELPER	09/05/2023	04/23/2026
4.	OLIVIA M. SZATKO	FOOD SERVICE HELPER	03/09/2026	05/08/2026

b. UNPAID LEAVE(S) OF ABSENCE**1. Teaching/Certified Staff**

			Start Date	End Date	Reason
1.	MACKENZIE R. HOLBERT	TEACHER OF HOME ECONOMICS	05/11/2026	TBD	

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

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

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

1. Recommend that **FRANK N. DARDANO** be appointed as a **TEACHER ASSISTANT** in Instructional Programs & Professional Learning, for a four year probationary appointment in the TEACHING ASSISTANT tenure area, commencing May 18, 2026 and ending May 17, 2030 at an annual salary rate of \$21,020.00, prorated.

Redacted.

2. Recommend that **CATALINA M. RAESLY** be appointed as a **TEACHER ASSISTANT** in Instructional Programs & Professional Learning, for a four year probationary appointment in the TEACHING ASSISTANT tenure area, commencing May 27, 2026 and ending May 26, 2030 at an annual salary rate of \$20,320.00, prorated.

Redacted.

b. 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.	RUBEN J. GIBSON	TEACHING ASSISTANT	09/09/2026
2.	BRETT A. REWAKOWSKI	TEACHER OF ART	09/19/2026

2. Non-Instructional/Classified Staff

a. RECOMMENDATION FOR PROBATIONARY APPOINTMENT(S)

1. Recommend that **BRYON J. RICH JR** be appointed to a probationary appointment as a **GROUNDWORKER-CLEANER** in Support Services, Operations & Maintenance, commencing July 01, 2026 at an annual salary rate of \$47,508.00.

BRYON J. RICH JR has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **GROUNDWORKER-CLEANER**. **BRYON J. RICH JR** will be required to serve a twenty-six week probationary period.

Redacted.

b. RECOMMENDATION FOR PART-TIME APPOINTMENT

1. Recommend that **SHAKIRA K. ALEXANDER** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in Support Services, School Food Services, commencing April 29, 2026 at an hourly salary rate of \$16.00.

SHAKIRA K. ALEXANDER 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 **DONNA M. ANGELL** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in Support Services, School Food Services, commencing May 06, 2026 at an hourly salary rate of \$16.00.

DONNA M. ANGELL 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 **HEATHER L. AYALA** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in Support Services, School Food Services, commencing May 18, 2026 at an hourly salary rate of \$16.00.

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

Redacted.

4. Recommend that **TAMMY L. COY** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in Support Services, School Food Services, commencing May 11, 2026 at an hourly salary rate of \$16.00.

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

Redacted.

June Board Agenda
June 10, 2026

5. Recommend that **KAYLA M. ELLIS** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in Support Services, School Food Services, commencing May 11, 2026 at an hourly salary rate of \$16.00.

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

Redacted.

6. Recommend that **JAMES H. HAGGERTY** continue on a part-time basis as a **BUILDING INSPECTOR - HOURLY** in Support Services, Safety Services, commencing July 01, 2026 through June 30, 2027 at an hourly salary rate of \$27.18, as needed.

7. Recommend that **FRED E. HAUCK JR.** continue on a part-time basis as a **FIRE SYSTEMS TECHNICIAN - HOURLY** in Support Services, Safety Services, commencing July 01, 2026 through June 30, 2027 at an hourly salary rate of \$31.20, as needed.

8. Recommend that **RICHARD F. HOLMES** continue on a part-time basis as a **FACILITIES INSPECTOR - HOURLY** in Support Services, Safety Services, commencing July 01, 2026 through June 30, 2027 at an hourly salary rate of \$37.26, as needed.

9. Recommend that **VIRGIL L. JONES** continue on a part-time basis as a **CLEANER (HOURLY)** in Support Services, Operations & Maintenance commencing July 01, 2026 through June 30, 2027 at an hourly salary rate of \$19.42, as needed.

10. Recommend that **ABIGAIL J. KOTWICA** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in Support Services, School Food Services, commencing April 29, 2026 at an hourly salary rate of \$16.00.

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

Redacted.

11. Recommend that **MICHELE M. NORTH** continue on a part-time **CLERK (HOURLY)** in Support Services, Business Office, commencing July 01, 2026 through June 30, 2027 at an hourly salary rate of \$44.92, as needed.

June Board Agenda
June 10, 2026

12. Recommend that **DENISE M. PHILIPSON** continue on a part-time basis as a **CLEANER (HOURLY)** in Support Services, Operations & Maintenance, commencing July 01, 2026 through June 30, 2027 at an hourly salary rate of \$22.69, as needed.
13. Recommend that **DAVID P. SIMMONS** continue on a part-time as a **MOTOR VEHICLE OPERATOR (HOURLY)** in Support Services, Operations & Maintenance, commencing July 01, 2026 through June 30, 2027 at an hourly salary rate of \$33.45, as needed.
14. Recommend that **JOHN A. STEWART** continue on a part-time basis as a **FIRE SYSTEMS TECHNICIAN - HOURLY** in Support Services, Safety Services, commencing July 01, 2025 through June 30, 2027 at an hourly salary rate of \$24.96, as needed.
15. Recommend that **DIANE M. WENDT** continue on a part-time basis as a **CLERK (PART TIME)** in Instructional Programs and Professional Learning, commencing July 01, 2026 through June 30, 2027 at an hourly salary rate of \$38.38, as needed.
16. Recommend that **DIANE M. WENZEL** continue on a part-time basis as a **CLERK (PART TIME)** in Support Services, Operations and Maintenance, commencing July 01, 2026 through June 30, 2027 at an hourly salary rate of \$28.44, as needed.

c. RECOMMENDATION FOR TEMPORARY APPOINTMENT(S)

1. Recommend that **TERESA FOBARE's** temporary appointment as a **BUSINESS MANAGER** in Support Services - Business Office be extended commencing July 01, 2026 and ending June 30, 2027 at a salary rate of \$300.00/day, as needed.

d. RECOMMENDATION FOR CHANGE IN FTE

			Date	FTE
1.	CHRISTY M. COLANGELO	SAFETY COORDINATOR (E)	07/01/2026	1.0000

e. RECOMMENDATION FOR NON-INSTRUCTIONAL TEMPORARY APPOINTMENTS

		Title	Start Date	End Date	Salary
1.	MICHAEL A. CHRYSTIE	LABORER - HOURLY	05/26/2026	06/30/2026	\$18.50/hr

f. RECOMMENDATION FOR ADDITIONAL ASSIGNMENT(S)

1. Recommend that **ANNE M. WIGHTMAN** be appointed to an additional assignment as a **PROCEDURES COORDINATOR** commencing July 01, 2026 and ending June 30, 2027 at a salary rate of \$15,000.00.

d. TERMINATIONS

1. Non-Instructional/Classified Staff

a. Recommendation for Termination

		Hire Date	Resign Date
1.	CLEANER (HOURLY)	09/28/2022	05/15/2026

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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

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 

Date: April 20, 2026

Subject: Recommendation for Approval of Board Policies

Prepared by: Tim Rowland

Item IX. D. 2
 Motion by: Michael H. Head
 Seconded by: Joseph h. Hobika, Jr.
 Motion carried 7-0

IX. D. 2.
Approval of Board Policies (First Reading)
 6700, 6702, 7068, 7102, 7200, 7201, 7301, 7302, 7400, 7401, 7601
 May 13, 2026

IX. D. 1.
Approval of Board Policies (Second Reading)
 6700, 6702, 7068, 7102, 7200, 7301, 7302, 7400, 7401, 7601
 June 10, 2026

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:

- 6700 Job Descriptions
- 6702 Consultants
- 7068 Limitations on the Use of Physical Restraint (and Time Out) [Replaces current Policy 7302]
- 7102 Student Dismissal to Parent/Guardian
- 7200 Reporting Possible Child Abuse or Maltreatment
- ~~7201 Child Abuse in an Educational Setting~~
- 7301 Loss or Destruction of OHM BOCES Property or Resources
- 7302 Use of Time Out Rooms (Delete-Replace with 7068)
- 7400 Education Records

7401 Parental Access to Instructional Materials
7601 Censorship of Non-School Student Publications

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.

6700 Job Descriptions
6702 Consultants
7068 Limitations on the Use of Physical Restraint (and Time Out) [Replaces current Policy 7302]
7102 Student Dismissal to Parent/Guardian
7200 Reporting Possible Child Abuse or Maltreatment
7201 Child Abuse in an Educational Setting
7301 Loss or Destruction of OHM BOCES Property or Resources
7302 Use of Time Out Rooms (Delete-Replace with 7068)
7400 Education Records
7401 Parental Access to Instructional Materials
7601 Censorship of Non-School Student Publications

Attachments: policies

Policy

PERSONNEL

Draft 01/29/26

6700 – no changes

JOB DESCRIPTIONS

Job descriptions for OHM BOCES positions shall be developed and maintained by the administration, in compliance with applicable law and regulations, and in accordance with collective bargaining agreements.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Adopted: 07/10/02

Revised: 02/12/14, 10/13/21

Reviewed: _____

Policy

PERSONNEL

Draft 02/17/26
6702

BOCES Specific Policy, CONSULTANTS

I. Statement of Policy

The administrative and supervisory staff of the OHM BOCES shall encourage the use of professional consultants from the State Education Department, colleges, universities, and other resource persons, when such consultative services will be helpful in the improvement of the instructional program of OHM BOCES and schools of the component districts. All consultants shall be approved by the District Superintendent or Assistant Superintendents prior to the provision of services ~~invitation and arrangement for visitation by such person or persons to the area.~~

II. Implementation

- A. Consultants shall be employed according to agreed-upon hourly and/or daily rates. Additional expenses for travel, meals and lodging shall be allowed, if applicable and with prior approval.
- B. Consultants will be employed for purposes such as meetings, planning services, surveys, seminars and workshops. Other purposes may be determined at the discretion of the District Superintendent.

III. Proposal

Directors shall submit in writing to the District Superintendent or Assistant Superintendents each proposal to use such consultant. Any proposal shall state the name of the consultant(s), area of expertise, the reason for selection, the purpose of presence, the duration of stay, the expected outcomes of participation, and the ~~total~~ cost for services ~~the visit~~.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Adopted: 07/10/02

Revised: 02/12/14, 10/13/21*, _____

Please note use of timeout is a BOCES' specific decision.

Policy

Draft 03/09/26

7068 replaces 7302

required

OUT AND PHYSICAL RESTRAINTS

I. Statement of Policy

- A. All students of the OHM BOCES should be educated in a safe, respectful, and non-restrictive environment where they can receive the instruction and other supports needed to learn.
- B. Pursuant to Commissioner's Regulation 19.5, teachers, administrators, officers, employees, and agents are prohibited from using the following against a student:
 1. Corporal punishment;
 2. Placing a student in a locked room or space;
 3. Restraints used in such a manner that restrict the student's ability to breathe or communicate, or that harms the student;
 4. Aversive interventions;
 5. Prone restraints; and
 6. Mechanical restraints.
- C. The District Superintendent or designee shall work with staff to implement school-wide, classroom, and individualized systems of positive, evidence-based behavioral interventions and supports and make every effort to prevent the need for the use of timeout and physical restraints in the school environment.

II. Definitions

- A. Physical restraint - a personal restriction that immobilizes or reduces the ability of a student to move their arms, legs, body, or head freely. This does not include a physical escort or brief physical contact and/or redirection to promote student safety, calm or comfort a student, prompt or guide a student when teaching a skill or assisting a student in completing a task, or similar purposes.
- B. Timeout - a behavior management technique that involves the monitored separation of a student in a non-locked setting and is implemented for the purpose of de-escalating, regaining control, and preparing the student to meet expectations to return to their education program. The term shall not include:
 1. a student-initiated or student-requested break to use coping skills, sensory input, or self-regulation strategies;
 2. use of a room or a space containing coping tools or activities to assist a student to calm down and self-regulate, or the use of such intervention strategies consistent with a student with a disability's behavioral intervention plan (BIP); or
 3. a teacher removal, in-school suspension, or any other appropriate

POLICY

STUDENTS

Draft 03/09/26
7068 replaces 7302

Policy is Required

LIMITATIONS ON THE USE OF TIMEOUT AND PHYSICAL RESTRAINTS

disciplinary action.

- C. Agent (of a school) - includes, but is not limited to, school resource officers, except when a student is under arrest and handcuffs are necessary for the safety of the student and others.

III. Use of Physical Restraint and Timeout

A. The Use of Physical Restraint

1. Physical restraint may only be used in a situation where immediate intervention with physical force is necessary to prevent imminent danger of serious physical harm.
2. The type of physical restraint used must be the least restrictive technique necessary and it must be stopped as soon as the imminent danger of serious harm has been resolved.
3. Physical restraint cannot be used as an intervention on a student's IEP, Section 504 plan, BIP, or other plan that has been developed for the student by the OHM BOCES.
4. The use of physical restraint to prevent property damage is prohibited except where there is imminent danger of serious physical harm to the student or others, and the student has not responded to positive, proactive intervention strategies.
5. The District Superintendent or their designee shall develop appropriate procedures, including developing appropriate time limitations, for the use of physical restraint.
6. Physical restraint must only be used by staff who have been trained pursuant to this Policy.

B. The Use of Timeout

OPTION 1: [Some BOCES do not allow for the use of timeout or timeout rooms. If so, we recommend choosing this Option.]

The OHM BOCES prohibits the use of timeout and timeout rooms.

<or>

OPTION 2 [Choose this Option if the BOCES wants to allow for the use of

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Draft 03/09/26
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LIMITATIONS ON THE USE OF TIMEOUT AND PHYSICAL RESTRAINTS

timeout in the limited circumstances it is allowed under the Commissioner's Regulations]:

1. Timeout shall only be used in a situation where there is an immediate concern for the physical safety of the student or others. The student must be returned to their educational program as soon as the student has safely de-escalated, regained control, and is prepared to meet expectations.
2. A room or physical space used for timeout may be located within a classroom or outside of the classroom and shall:
 - i. be unlocked and any door must be able to be opened from the inside.
 - ii. allow for continuous visual and auditory monitoring of the student;
 - iii. be of adequate size to allow the student to move about and recline comfortably;
 - iv. be clean and free of objects that could be dangerous to a student;
 - v. include adequate lighting and ventilation; and
 - vi. meet all local fire and safety codes.
3. Wall and floor coverings in the room or space shall be designed to prevent injury to the student.
4. The temperature of the room or physical space shall be within the normal range and consistent with the rest of the building.
5. Staff shall continuously monitor the student in timeout.
6. The District Superintendent or their designee shall develop appropriate procedures, including time limitations, for the use of timeout.

C. Debriefing

1. As soon as practicable, and after every incident in which timeout or a physical restraint is used, the [Choose: District Superintendent, Assistant Superintendent, Administrator, Principal, or other title] or designee shall meet with staff who participated in the use of timeout or physical restraint to discuss:
 - i. the circumstances leading to the use of timeout or physical restraint;
 - ii. the intervention strategies that were used prior to the timeout or physical restraint; and
 - iii. planning for the prevention and reduction of the future need for timeout and/or physical restraint with the student whether a referral

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for special education programs or other support services or, for a student with a disability, a referral for review of their IEP or BIP is needed.

2. The [Choose: District Superintendent, Administrator/ Director/ Principal/ other title] or designee shall direct a staff member to debrief the incident with the student in a manner appropriate to the student's age and developmental ability and to discuss the behavior(s), if any, that precipitated the use of timeout or physical restraint.

IV. Documentation

- A. The OHM BOCES shall maintain documentation on the use of physical restraint or timeout for each student, including timeout used pursuant to a student's BIP, which must include:
 1. the name and date of birth of the student;
 2. the setting and the location of the incident;
 3. the name of the staff or other persons involved;
 4. a description of the incident including duration and type of restraint used;
 5. a statement as to whether the student has a current behavioral intervention plan (504 Plan or individualized education plan (IEP));
 6. details of any injuries sustained by the student or others, including staff, as a result of the incident;
 7. the date and method of contact used to notify the parent/person in parental relation; and
 8. the date of the debriefing.
- B. The documentation must be reviewed by school supervisory personnel, and as necessary, the school nurse or other medical personnel.
- C. The District Superintendent or their designee shall review the documentation to monitor patterns of use of timeout and physical restraint. The Building Principal or their designee shall address any pattern use.

V. Training

- A. All staff and agents, including but not limited to SROs or school safety/security officers, shall receive annual training on OHM BOCES policies and procedures related to the use of timeout and physical restraint, evidence-based positive proactive strategies, crisis intervention and prevention procedures, and de-escalation techniques.

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Policy is Required

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- B. In addition to the annual training, staff and agents, including but not limited to SROs or school safety/security officers, who may be called upon to implement physical restraint or timeout, including timeout monitors, must be trained in appropriate evidence-based safe and effective developmentally appropriate timeout and physical restraint procedures annually.
- C. Staff shall be trained in the requirements in section 8 NYCRR 200.22(c) of the Commissioner's regulations as they relate to students with disabilities whose behavioral intervention plan includes the use of timeout as a consequence.

VI. Parent Notification

- A. The District Superintendent or designee shall develop internal procedures to ensure parents or persons in a parental relation of a student who is placed in timeout or is physically restrained are notified on the same day.
- B. The notification shall offer the parent/person in parental relation an opportunity to meet regarding the timeout or physical restraint incident.
- C. If parents/persons in parental relation to the student cannot be contacted after reasonable attempts are made, the OHM BOCES shall document the attempts and the method of contact attempted. For a student with a disability, the Principal shall record and report such attempts to the Committee on Special Education (CSE).
- D. The OHM BOCES shall provide the parent or person in parental relation to the student a copy of the documentation of the incident within three (3) school days of the use of timeout or a physical restraint.

VII. Reporting

Beginning with the 2024-2025 school year, the OHM BOCES shall submit an annual report on the use of physical restraint and timeout and substantiated and unsubstantiated allegations of use of corporal punishment, mechanical restraint, and other aversive interventions, prone physical restraint, and seclusion, including those used an agent of the OHM BOCES such as an SRO or school safety/security officer, to the department, as prescribed by the Commissioner. This data shall include reports for students for whom the OHM BOCES is the district of residence who are not reported by another school.

VIII. Dissemination and Review

- A. Parents and persons in parental relation of students of the OHM BOCES shall receive a copy of this Policy.

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7068 replaces 7302

STUDENTS

Policy is Required

LIMITATIONS ON THE USE OF TIMEOUT AND PHYSICAL RESTRAINTS

- B. This Policy shall be made publicly available in each OHM BOCES building and on the OHM BOCES' website.
- C. The District Superintendent or their designee shall review this policy and documentation on the OHM BOCES' use of timeout or physical restraint regularly to ensure compliance with OHM BOCES policy and procedures.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: NYS Education Law § 4402(9); 8 NYCRR 19.5, 100.2, 200.1, 200.7, 200.15, 200.22; Penal Law §35.10; 8 NYCRR 19.5; Johnson v. Newburgh Enlarged School District 239 F.3d 246 (2001); *Dear Colleague Letter*, U.S. Department of Education (March 24, 2023); *Addressing the Needs of Children with Disabilities and IDEA's Discipline Provisions*, U.S. Department of Education (July 19, 2022); *Restraint and Seclusion: Resource Document*, U.S. Department of Education (May, 2012)

Cross Ref: 1005, Code of Conduct; 8500, Special Education Programs and Services

Adopted: _____

Policy

STUDENTS

Draft 02/17/26
7102

STUDENT DISMISSAL TO A PARENT OR GUARDIAN

I. Presumption: Statement of Policy

- A. ~~Students of the OHM BOCES will assume that either parent/guardian has equal authority to obtain the release of his/her child will be dismissed from OHM BOCES programs to either parent,~~ unless the OHM BOCES is provided with a certified copy of a court order or other legally binding instrument to the contrary.
- B. ~~The OHM BOCES will assume that, if a parent/guardian has provided the OHM BOCES with a copy of a court order or other legally binding instrument pertaining to the parent's/guardian's right to obtain or direct the release of his/her child, The most recent such order or instrument that has been provided to OHM BOCES will be controlling.~~

II. Established List

- A. A list of individuals authorized to obtain the release of a student enrolled in OHM BOCES programs will be established and maintained in the Main Office.
- B. Parent/guardian may add or delete names from the established list during regular business hours. No parent/guardian will be allowed to change the list unless ~~he/she is~~ they are first able to verify to the OHM BOCES satisfaction ~~his or her~~ their identity with a photo identification.
- C. There will be only one established list per student. If parents/guardians cannot agree on the contents of the established list, the OHM BOCES will honor the request of the parent/guardian who has primary physical custody. In the event that parents/guardians have joint and equal physical custody, both parents/guardians must agree to add a name to the established list.
- D. Parents/guardian may not add or delete names from the established list in contravention of any court order or other legally binding instrument that is in the possession of the OHM BOCES.

III. Procedures for Regular Release

- A. The OHM BOCES will only release a student to ~~his/her~~ their parents/guardians (except in those instances where the OHM BOCES has been provided if one parent/guardian has provided the OHM BOCES with a copy of a court order or other legally binding instrument to the contrary), appropriate legal authorities or to other persons whose names are ~~listed~~ included on the established list.

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Draft 02/17/26
7102

STUDENTS

STUDENT DISMISSAL TO A PARENT OR GUARDIAN

- B. In the event of an emergency, as determined and verified by the Program Administrator, a student may be released to an individual not appearing on the established list, but only if the parent/guardian or identified emergency contact has been contacted, and ~~he/she gives~~ they give verbal permission for the release of the student.
- C. Any individual who seeks the release of a student from school must report to the Main Office and present identification to the satisfaction of the Program Administrator or designee.

Oneida-Herkimer-Madison Board of Cooperative Educational Services
Legal Ref: NYS Education Law § 3210(1)(c)
Cross Ref: 7001, Student Attendance
Adopted: 11/13/13
Revised: 10/14/20, _____

Policy

Draft 03/09/26

STUDENTS

7200

Policy is Required.

REPORTING POSSIBLE CHILD ABUSE OR MALTREATMENT

I. Statement of Policy

~~The OHM BOCES maintains an orientation program for all current and new school officials and provides them with copies of this Policy to inform them of their obligations regarding reporting suspected child abuse or maltreatment, and the OHM BOCES' procedures for reporting possible child abuse or maltreatment. For purposes of this Policy, and its procedures, a child is considered "abused" or "maltreated" according to the definition of those terms in Section 412 of the New York State Social Services Law.~~

- A. The OHM BOCES recognizes that every school official holding a license or certificate has a legal duty to make a report when they have reasonable cause to suspect that a child coming before them in their professional or official capacity is an abused or maltreated child, and to then immediately notify the designated OHM BOCES administrator that a report has been made. The OHM BOCES also recognizes that any person may make such a report.
- B. The OHM BOCES does not take adverse employment action against any OHM BOCES employee who makes a report of suspected child abuse or maltreatment in the belief that ~~he or she has~~ they have reasonable cause to make such a report.
- C. For purposes of this Policy, the term "school official" includes the OHM BOCES' medical director, school nurses, school social workers, teachers, guidance counselors, school psychologists, athletic trainers, school administrators, and any other personnel required to hold a teaching or administrative license or certificate including all compensated OHM BOCES employees who are required to hold a temporary coaching license or permanent coaching certificate, whether full-time or part-time.
- D. Training
 - 1. All mandated reporters must complete the required mandated reporter training under NYS Social Services 413.
 - 2. The OHM BOCES maintains an ~~orientation~~ on-going program for all current and new school officials and provides them with copies of this Policy to inform them of their obligations regarding reporting suspected child abuse or

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Draft

STUDENTS

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Policy is Required.

REPORTING POSSIBLE CHILD ABUSE OR MALTREATMENT

maltreatment, and the OHM BOCES' procedures for reporting possible child abuse or maltreatment. Taken from I(A)

II. Scope of Policy

- A. This Policy, with its procedures, applies when the suspected child abuse or maltreatment has resulted from the action (or inaction) of the child's parent, or of another person who is legally responsible for the child (e.g. guardian or custodian). When the issue arises from action (or inaction) by an OHM BOCES employee or volunteer, the obligation to report, and the procedures for reporting, are those described in Policy 7201, Child Abuse in an Educational Setting.
- B. For purposes of this Policy, and its procedures, a child is considered "abused" or "maltreated" according to the definition of those terms in Section 412 of the New York State Social Services Law. The definitions are accessible on the New York State Office of Children and Family Services website
<https://ocfs.ny.gov/programs/cps/definition.php> ~~http://www.ocfs.state.ny.us.~~

III. Procedures (Student Under 18 Years of Age)

- A. When a school official has reasonable cause to suspect child abuse or maltreatment, that person is required to take the following steps:
 - 1. Make an oral report to the Statewide Central Register of Child Abuse or Maltreatment ("hotline"). The OHM BOCES' orientation program shall provide all school officials with current information regarding how to contact the Central Register.
 - 2. Immediately after making the report to the central child abuse registry, notify the Building Principal or the Assistant Superintendent for Instructional Services that a report has been made, providing the Building Principal or Assistant Superintendent for Instructional Services with the name of each OHM BOCES employee who is believed to have direct knowledge of the allegations in the initial oral report.
- B. Upon being notified that an initial report of suspected child abuse or maltreatment has been made to the Central Registry, the Building Principal or Assistant Superintendent for Instructional Services shall:
 - 1. Notify the District Superintendent,
 - 2. If the situation involves possible physical injury,

Policy

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Draft 03/09/26
7301

BOCES Specific Policy.

LOSS OR DESTRUCTION OF DISTRICT PROPERTY OR RESOURCES

I. Statement of Policy

The OHM BOCES is authorized to seek restitution through civil action when a student has willfully, maliciously, or unlawfully damaged, defaced or destroyed real or personal property in the care, custody and/or ownership of the OHM BOCES; or has knowingly entered or remained in a OHM BOCES building, and/or wrongfully taken, obtained or withheld personal property owned or maintained by the OHM BOCES.

II. Judgment

In instances where the OHM BOCES has sought and obtained a judgment from a court of competent jurisdiction, parent/guardian liability for civil damages shall not exceed \$5,000. Under certain circumstances, a court may consider the parent's or guardian's inability to pay any portion of the entire cost of damages which is in excess of \$500.00, and enter a judgment in an amount within the financial capacity of the parent or guardian. However, no such judgment shall be entered for an amount which is less than \$500.00.

III. ~~Bomb Threat~~ False Reporting of an Incident and/or Placing a False Bomb

OHM BOCES is also authorized to seek restitution where a student:

- A. Has falsely reported an incident; or
- B. Has placed a false bomb as defined in the New York State Penal law.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: NYS General Obligations Law §3-112, NYS Penal Law §§60.27, 240.50, 250.55, 240.60 and 240.61

Adopted: 07/10/02

Revised: 11/13/13, 11/18/20, _____

Policy

STUDENTS

7302

USE OF TIME OUT ROOMS(S)

I. Statement of Policy

It is the policy of the OHM BOCES to use time out rooms as a behavior intervention technique only when the use of a time out room is: (a) incorporated into a student's behavioral intervention plan as a technique to teach and reinforce appropriate behaviors, or (b) a response to an unanticipated situation that poses an immediate concern for the physical safety of a student or others.

A time out room is an area for a student to safely deescalate, regain control and prepare to meet expectations to return to his or her educational program. It may not be used to punish or to discipline a student.

II. Behavioral Interventions

A. —When a student's behavioral intervention plan (BIP)/ individualized education program (IEP) includes use of a time out room, then the behavioral intervention plan shall specifically describe: (a) the factors which may precipitate the use of the time out room, and (b) the maximum amount of time, considering the student's age and individual needs, that a student may be in a time out room.

B. When a student is placed in a time out room as a response to an unanticipated situation that poses an immediate concern for the physical safety of a student or others, appropriate, subsequent steps shall be taken promptly to evaluate the need for a functional behavior assessment.

III. Communication With Parents/Guardians and CSE

A. When a student's behavioral intervention plan includes possible use of a time out room, the student's parent(s)/guardian(s) shall be sent a letter prior to the initiation of the behavioral intervention plan that tells them of the possible use of a time out room, and also tells them that they may schedule a visit to the OHM BOCES to see the time out room. Parents/guardians shall be provided with a copy of this policy.

B. When a student has been placed in a time out room, the student's parent / guardian shall be notified that same day that the student needed to utilize the time out room. Multiple documented attempts to contact the parent / guardian shall be made if needed. The CSE will be notified that the time out room was utilized and will be informed of the attempts to contact the parent/guardian.

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USE OF TIME OUT ROOM(S)

IV. Operational Implementation

- A. No physical space shall be designated for use as a time out room unless:
 - 1. Its physical dimensions, furnishings, and environmental conditions satisfy the standards required by the regulations of the Commissioner of Education;
 - 2. at least one door to the room may be opened from the inside; and
 - 3. it is possible for staff to hear and see a student at all times that the student is in the time out room.
- B. Staff shall continuously monitor any student in a time out room.
- C. A time out room shall be unlocked at all times. The use of locked rooms or spaces as a time out room is prohibited.
- D. No student shall remain in a time out room for a period of time longer than the time period necessary to regain control and prepare to meet the expectations to return to his or her educational program or that time period identified in the student's behavioral intervention plan (BIP) / individualized education program (IEP), whichever is shorter. When a student without a prior behavioral intervention plan is placed in a time out room in response to an unanticipated situation that poses an immediate concern for the physical safety of a student or others, the maximum length of time the student shall remain in the time out room shall be: [30] minutes for students through the elementary grade level, or equivalent age, and [80] minutes, or two class periods, for students above the elementary grade level, or equivalent age.
- E. The use of the OHM BOCES time out rooms shall be recorded in a manner that will permit the OHM BOCES to monitor the effectiveness of the use of the time out room to decrease specified student behaviors, while maintaining the required confidentiality of student information.
- F. All staff assigned to programs that include use of a time out room will be trained annually in the policies and procedures regarding its use. No staff member who has not been trained regarding the OHM BOCES policies and procedures related to the use of time out rooms may direct a student to a time out room.

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7302

USE OF TIME OUT ROOM(S)

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USE OF TIME OUT ROOM(S)

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: 8 NYCRR 200.22

Adopted: 11/13/13

Revised: 11/18/20, 02/08/23

Policy

STUDENTS

Draft 03/09/26
7400

Policy is Required.

EDUCATION RECORDS

I. Statement of Policy

The BOCES Board of Cooperative Educational Services recognizes its obligation to maintain the confidentiality of student education records and to grant parents/guardians and eligible students access to those records in accordance with the Family Educational Rights and Privacy Act (FERPA).

II. Definitions and Designations

A. Records Access Officer:

The OHM BOCES's Records Access Officer is the Clerk of the BOCES Board of Cooperative Educational Services.

B. Parent - ~~The term "Parent"~~ includes natural parent, a guardian or an individual acting as parent or guardian in the absence of the student's parent or guardian.

C. Eligible Student - ~~The term "Eligible Student" means~~ a student who has reached age eighteen (18) or is attending post-secondary school.

D. Education Records - ~~The term "Education Records"~~ includes records, files, documents and other materials which contain information directly related to a student and are maintained by the OHM BOCES or a person acting on behalf of the OHM BOCES.

Education Records may exist in any form, including but not limited to print, computer media, video or audiotape, film, microfilm, microfiche and other materials which contain confidential information directly related to a student and which are maintained by the OHM BOCES or a party acting on behalf of the OHM BOCES. Education records do not include:

1. Certain Records in the Sole Possession of the Maker: Records made by instructional, supervisory, administrative personnel or ancillary educational personnel which are in the sole possession of the maker and which are not accessible or revealed to any other person except a substitute for the maker of the record;
2. Employee Records: Records maintained solely with respect to a person's status as an employee rather than as a student;
3. Certain Medical & Psychological Records: Medical and psychological treatment records of an eligible student are not education records if they are maintained and used only in connection with treatment of the eligible

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Draft 03/09/26
7400

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Policy is Required.
EDUCATION RECORDS

student and disclosed only to individuals providing the treatment, including treatment providers in the student's school.

4. Post Enrollment Records: Records that only contain information about an individual after ~~he/she is~~ they are no longer a student at the OHM BOCES (for example, records of alumni activities);

~~E.~~ Directory Information:

The OHM BOCES designates the following information as Directory Information: student's name, parent's name, address, date and place of birth, telephone number, email address, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees, and awards received, most recent previous educational agency attended by student, photograph, and video images of students engaged in routine activities when those images are not records of the OHM BOCES.

III. Rights of Parents and Eligible Students:

- A. Each parent of a student has the rights described in this Policy, unless the OHM BOCES has been provided with evidence that there is a court order, statute or legally binding document related to such matters as divorce, separation or custody that specifically revokes these rights.
- B. When a student becomes an eligible student (eighteen (18) or attending a post-secondary school) all rights accorded to parents and consent required of parents, transfer from the parents to the eligible student. However, the OHM BOCES does not require the consent of the eligible student:
 1. To disclose the education record to the parent if the eligible student is claimed by the parent as a dependent for tax purposes.
 2. To disclose the education record to appropriate parties in connection with a health or safety emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.
 3. A school official may generally share with a parent information that is based on that official's personal knowledge or observation of the student.

IV. Confidentiality of Education Records:

- A. The OHM BOCES will not release education records, including personally identifiable information contained in Education Records, except:

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Policy is Required.

EDUCATION RECORDS

1. Written Consent: The OHM BOCES may release the information, if prior to the release of information, the OHM BOCES receives written consent from the parent. The written consent must specify the information to be released, the reason for the release, and to whom the information may be released. The OHM BOCES will give the parent or student a copy of the information released, if requested by the parent.
2. Directory Information: The OHM BOCES may release Directory Information if the OHM BOCES has properly circulated its annual FERPA notification to parents of students in attendance and eligible students in attendance, unless the parent or eligible student has submitted Regulation 7400.4 restricting the OHM BOCES' ability to release this information.
3. Military Recruiters: The OHM BOCES will disclose to requesting military recruiters the names, addresses and telephone numbers of juniors and seniors, unless the parent or eligible student has submitted Regulation 7400.4 prohibiting such release.
4. School Officials with a legitimate educational interest: The OHM BOCES may release the information to other school officials, including teachers within the OHM BOCES who have a legitimate educational interest in the information. The OHM BOCES will use reasonable methods to ensure that school officials have access only to the education records in which the school officials have a legitimate educational interest.
 - a. A school official is: A person employed by the OHM BOCES as an administrator, supervisor, instructor, or support staff member, including health or medical staff; a person elected to the BOCES Board of Cooperative Educational Services; a person or company employed by or under contract to the OHM BOCES to perform a special task, such as an attorney, auditor, medical consultant, or therapist; a parent or student serving on an official committee, or who is assisting another school official in performing his or her their tasks. A school official may be a contractor, consultant, volunteer or other party to whom the OHM BOCES has outsourced instructional services and functions if that individual or entity is performing services OHM BOCES employees otherwise perform (is not selling products or services), is under the direct control of the OHM BOCES with respect to the use and maintenance of the education records and is restricted from re-disclosing the education records except as permitted by FERPA.

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- b. A school official has a legitimate educational interest if the official is: performing a task that is specified in ~~his or her~~ their position description or by a contract agreement; performing a task related to a student's education; performing a task related to the discipline of a student; providing a service or benefit relating to the student or student's family, such as health care, counseling, job placement, or financial aid; or maintaining the safety and security of the campus.
 - c. The OHM BOCES receives services from the Mohawk Regional Information Center (RIC) and its vendors in accordance with FERPA. A request for a complete list of current vendors may be submitted to the Records Access Officer.
5. Student seeks to enroll in a different school: The OHM BOCES may release student records to officials of other schools in which the student seeks or intends to enroll, provided that the student's parents are notified of the transfer, receive a copy of the record if desired, and have an opportunity for a hearing to challenge the content of the record.
6. Certain State and Federal Officials: The OHM BOCES may release information to authorized officials of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education or certain State and Local Educational authorities.
7. Financial Aid: The OHM BOCES may release information to appropriate parties in connection with a student's application for or receipt of financial aid.
8. Authorized organizations performing studies: The OHM BOCES may release information to organizations conducting studies for or on behalf of the OHM BOCES to develop, validate or administer predictive tests, administer student aid programs or improve instruction, provided that appropriate safeguards are implemented in accordance with federal regulations.
9. Accrediting Organizations: The OHM BOCES may release information to authorized accrediting organizations to carry out their accrediting functions.
10. Court Order or Subpoena: The OHM BOCES may release information pursuant to a valid court order or subpoena, provided that the OHM BOCES makes a reasonable effort to notify the affected parent or eligible student of the court order or subpoena in advance of the release of the

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information (except that in certain cases, such as in the case of certain subpoenas issued under the U.S. Patriot Act, the court order or subpoena may require release of information without advance notice to the parents).

11. Victim of Specified Crimes: In certain instances, the OHM BOCES may release to the victim of a specified crime, the final results of a disciplinary proceeding commenced against the alleged perpetrator, provided that the release conforms to the requirements of 34 CFR 99.39. The final results may only include the name of the student, the offense committed and the sanction imposed by the OHM BOCES.
12. Information Concerning Registered Sex Offenders: The OHM BOCES may release information provided to it under 42 USC 14071 and the applicable Federal Guidelines.
13. Child Welfare Agencies: The OHM BOCES may release information to an agency caseworker or other representative of a State or local child welfare agency, or tribal organization who has the right to access a student's case plan and when the agency or organization is legally responsible for the child's care and protection to provide accurate information about a child's education history and needs to make informed placement recommendations to the court.
14. Release in connection with an emergency necessary to protect health or safety: The OHM BOCES may release information to appropriate parties in connection with an emergency if the release is necessary to protect the health or safety of the student or other persons. The OHM BOCES will consider the following criteria when determining whether the information should be disclosed:
 - a. The seriousness of the threat to the health of the student or other individuals;
 - b. The need for the information to meet the emergency;
 - c. Whether the parties to whom the information is disclosed are in a position to deal with the emergency;
 - d. The extent to which time is of the essence in dealing with the emergency.

The OHM BOCES will record the articulable and significant threat that formed the basis for the disclosure and the parties to whom the information was disclosed

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- B. If the OHM BOCES discloses student records to a third party as permitted by this policy, the OHM BOCES will:
1. Advise the third party of its duty to refrain from redisclosing the information and of its obligation to maintain the confidentiality of the information in accordance with the FERPA Act.
 2. If possible, attach to the disclosed record the following statement: "This document contains personal information from a student's education records. It is protected by ~~the Family Educational Rights and Privacy Act (20 U.S.C. 1232g)~~ FERPA and may not be re-released without consent of the parent or eligible student."
- V. Requests to Inspect Education Records:
- A. Request: A parent who is interested in inspecting the student's education record must submit ~~his/her~~ their request to the Records Access Officer between the hours of 9 am and 3 pm on any school day. Requests should be submitted in writing, on a form provided by the OHM BOCES (Regulation 7400.1). Copies of the form are available in the office of the Records Access Officer. If a parent makes an oral request for access to the education record during a school conference, the OHM BOCES may provide the parent access to the education record even though it has not received the request in writing. The OHM BOCES shall take appropriate steps to verify the identity of parents or eligible students who submit requests to inspect and review an education record and verify the individual's authority to do so.
- B. Response: Within forty-five (45) days of ~~his/her~~ their receipt of a request for inspection, the Records Access Officer must provide the parent/guardian with an opportunity to inspect and review ~~his or her~~ their child's education records or advise the person making the request, the records specified in the request are not available for inspection.
1. Records Available: If the records are available for inspection, the Records Access Officer will advise the requestor when and where the record will be available for inspection. If the records contain information about more than one student, the Records Access Officer will remove from the copy of the records shown to the requester, any information which in ~~his/her~~ their judgment would constitute an unwarranted invasion of personal privacy of any party (other than the student for whom the inspection has been requested).

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2. Records Not Available: If the records are not available for inspection, the Records Access Officer will note the reason for the unavailability on the request form and will return a copy of the request form to the requesting party.
3. Explanation of Records: The Records Access Officer will respond to reasonable requests for explanations and interpretations of the records.
4. Copying Fee: The fee for copies of records is twenty-five cents per page, which is required to be paid at the time the copy is requested. The OHM BOCES will waive the fee if the fee effectively denies the parent an opportunity to inspect and review the education record.
5. Maintaining a record of requests: The Records Access Officer shall keep with the education record of each student, a record of all individuals, agencies or organizations which have requested or obtained access to the student's record (Regulation 7400.2) and a record of all re-disclosures it has authorized.
 - a. The record will indicate the parties who requested or received the information and the legitimate interest the party had in the information.
 - b. The OHM BOCES does not have to keep this record if the requesting party is the parent or eligible student, a school official with a legitimate educational interest in the information, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking information through certain subpoenas or court orders where the issuing court or agency has ordered that the existence or the contents of the subpoena or information not be disclosed.

VI. Request to Amend Education Records:

- A. If a parent believes the education records relating to the student contain information that is inaccurate, misleading, or in violation of the student's rights of privacy, he or she may ask the educational agency or institution to amend the record.
 1. The request shall be directed to the Records Access Officer during regular business hours on the prescribed form. Copies of the form are available in the District Superintendent's office or the office of the Records Access Officer. (See Regulation No. 7400.3).

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2. The request shall identify, in writing, the record or records which the Parent believes to be inaccurate, misleading or otherwise in violation of the student's rights of privacy, with a statement of the reasons for the challenge to the record.
- B. The Records Access Officer will make a written response to the request to amend an education record within twenty (20) days of ~~his/her~~ their receipt of the request. The response will indicate whether the Records Access Officer:
1. Finds that the record in question is inaccurate, misleading or an invasion of the student's rights of privacy and that the record will be amended as requested, or
 2. Finds that there is an insufficient basis to amend the record in question. If the Records Access Officer finds that there is an insufficient basis to amend the record in question, ~~he/she~~ they will notify in writing the requesting party of the opportunity for a hearing and will provide the requesting party with a form to request the hearing.
- C. Through informal meetings with the Parents, the settlement of a dispute regarding content of education records is encouraged.

VII. Request for Hearing

- A. Request: If a parent disagrees with the Records Access Officer's finding that there is an insufficient basis to amend the education record the parent may request a hearing. The request must be submitted to the District Superintendent within ten days of the parent's receipt of the Records Access Officer's decision, on a form provided by the OHM BOCES. The hearing will be conducted within ten (10) days of the District Superintendent's receipt of the request for a hearing.
- B. Notice: The OHM BOCES will mail a hearing notice to the requesting party reasonably in advance of the hearing. The hearing notice will include the date, time and place of the hearing.
- C. Hearing: The Hearing will be conducted by the District Superintendent (or by another person designated by the District Superintendent who does not have a direct interest in the outcome of the hearing). During the hearing, the requesting party may be represented by an individual or individuals (including an attorney) at ~~his/her~~ their own expense. The requesting party will have a full and fair opportunity to present relevant evidence.
- D. Decision: The District Superintendent (or designee) will submit a written decision within ten days after completion of the hearing. The decision must be

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based solely on the evidence presented at the hearing, and must include a summary of the evidence and the reasons for the decision.

1. If the District Superintendent (or designee) finds that the record should be amended, ~~he/she~~ they will amend the record and will inform the parent of the amendment in writing.
2. If the District Superintendent (or designee) finds that the record should not be amended, ~~he/she~~ they will inform the parent in writing of the right to place a statement in the record commenting on the contested information and/or stating why ~~he/she~~ they disagree with the decision of the OHM BOCES. The OHM BOCES will maintain the statement with the contested part of the record for as long as the record is maintained and will disclose the statement whenever it discloses the portion of the record to which the statement relates.

VIII. Notification of Rights:

- A. The OHM BOCES shall annually disseminate a notice to parents and eligible students of their rights relative to education records. The notice will allow parents at least thirty (30) days to ask the OHM BOCES not to disclose some or all of the directory information. (See Regulation No. 7400.4).
- B. Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures to comply with FERPA. Written complaints may be filed with:

The Family Policy Compliance Office,
U.S. Department of Education,
400 Maryland Avenue, SW,
Washington, D.C. 20202-5920.

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Legal Ref: The Federal Family Educational Rights and Privacy Act, 20 U.S.C. 1232; 34 CFR 99; October 9, 2002 Joint Memorandum from Secretary of Education Rod Paige and Secretary of Defense Donald H. Rumsfeld; February 7, 2003 Memorandum to District Superintendent's from LeRoy S. Rooker, Director of the Family Policy Compliance Office, US Dept. of Education; Uninterrupted Scholars Act, 8 NYCRR 121.12(b); Public Officers Law § 87 (1)(b).

Adopted: 07/10/02

Revised: 11/13/13, 06/10/20, _____

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PARENTAL ACCESS TO INSTRUCTIONAL MATERIALS, THIRD PARTY SURVEYS AND MARKETING SURVEYS

I. Statement of Policy

- A. This Policy governs the OHM BOCES use and disclosure of Instructional Materials, Protected Information Surveys, Third Party Surveys and Marketing Surveys pursuant to the Protection of Pupil Rights Amendment (PPRA).
- B. For the purposes of this Policy the term “parent” means parent or legal guardian or other person standing in loco parentis to a student.
- C. ~~The OHM BOCES’s Records Access Officer is:~~ For inquiries or requests concerning this Policy, parents should contact the following designated school officials:

Principal of Alternative Education, 315-223-6029
Principal of Career and Technical Education, 315-793-8647
Principal of Special Education, 315-793-8603

II. Protected Information Surveys

- A. A “Protected Information Survey” is any survey, analysis or evaluation of students that is required by the OHM BOCES and concerns one or more of the following eight (8) protected areas:
1. Political affiliations or beliefs of the student or the student’s parent;
 2. Mental or psychological problems of the student or the student’s family;
 3. Sex behavior or attitudes;
 4. Illegal, anti-social, self-incriminating or demeaning behavior;
 5. Critical appraisals of other individuals with whom respondents have close family relationships;
 6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers;
 7. Religious practices, affiliations, or beliefs of the student or student’s parent;

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8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
- B. The OHM BOCES will not, without prior written consent, require as part of any applicable program, any student to submit to a Protected Information Survey if the survey is funded in whole or in part by the US Department of Education.
- C. The OHM BOCES will provide parents and eligible students with notice and the opportunity to opt-out of any Protected Information Surveys regardless of funding.
- D. In the event that the OHM BOCES administers a Protected Information Survey, the OHM BOCES will:
 1. Strictly safeguard all protected information.
 2. Not use the protected information for any inappropriate purpose;
 3. Restrict the disclosure of the protected information to persons the OHM BOCES deems essential to the purpose of the collection.
 4. Allow requesting parents an opportunity to inspect the Protected Information Survey.

III. Instructional Materials

- A. The term "Instructional Materials" means instructional content that is provided to a student, regardless of its format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments.
- B. The OHM BOCES will make available upon request for inspection by parents all instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any applicable program.
- C. A parent may request the opportunity to inspect instructional materials according to the following procedure:
 1. Requests for inspection of instructional materials may be submitted during regular school hours to the OHM BOCES' ~~Records Access Officer~~

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designated school officials. The request should be specific enough for the appropriate teacher to find the requested materials.

2. The OHM BOCES ~~Records Access Officer~~ designated school officials will review the request with the appropriate teacher and will determine:
 - a. Whether the materials are instructional in nature, and
 - b. Take appropriate steps to preserve the privacy of any student who is not the legal responsibility of the requesting parent.
3. The OHM BOCES will respond to a parent's request for inspection within a reasonable period of time after receiving the request.
 - a. If the Records Access Officer determines that the requested materials are not instructional in nature, the ~~Records Access Officer~~ designated school officials will notify the requesting parent of ~~his/her~~ their determination.
 - b. If the ~~Records Access Officer~~ designated school officials determines that the requested materials are instructional in nature, the appropriate teacher will promptly contact and schedule a meeting with the requesting parent. The purpose of the meeting will be to provide the requesting parent the opportunity to inspect the instructional materials that ~~he/she~~ they requested.

IV. Third Party Surveys

- A. The term "Third Party Survey" means any survey created by a third party and administered or distributed by the OHM BOCES.
- B. The OHM BOCES will notify affected parents of affected students of its intent to administer or distribute a third party survey before it is administered or distributed to students. A parent who submits a timely request will be granted a reasonable opportunity to inspect the third party survey before the OHM BOCES administers it or distributes it to students.

V. Marketing Surveys

- A. The term "Marketing Surveys" means any survey used to disclose or collect individually identifiable information (including a student or parent's first and last name, home or physical address (including street name and city/town name), telephone number from students for the purpose of marketing or selling the

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collected information, or providing that information to others for the purpose of marketing or selling the collected information.

B. The term "Marketing Surveys" does not include any instrument used to disclose or collect such information for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to students or institutions such as:

1. Colleges or other postsecondary educational recruiters or, military recruiters;
2. Book clubs, magazines, and programs providing access to low-cost literary products;
3. Curriculum and instructional materials used by schools;
4. Tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments;
5. The sale by students of products or services to raise funds for school-related or education-related activities
6. Student recognition programs.

C. The OHM BOCES will notify affected parents of affected students of its intent to administer or distribute a marketing survey before it is administered or distributed to students. A parent who submits a timely request will be granted a reasonable opportunity to inspect the marketing survey before the OHM BOCES administers it or distributes it to students. Requests should be submitted to the OHM BOCES' ~~Records Access Officer~~ designated school officials during regular business hours.

D. If the OHM BOCES uses a marketing survey to collect individually identifiable information from students, the OHM BOCES will:

1. Strictly safeguard all confidential student information that is collected;
2. Not use such information for any inappropriate purpose;
3. Restrict the disclosure of such information to persons the OHM BOCES deems essential to the purpose of the collection.

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4. Allow requesting parents an opportunity to inspect the Marketing Survey.

VI. Parental Notification

- A. The OHM BOCES will notify parents of the adoption or continued use of this policy at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in this Policy.
- B. The OHM BOCES will notify parents (or in the case of a student of an appropriate age, the student) annually of the specific or approximate dates when activities involving "Marketing Instruments (as defined by this regulation Policy)" are scheduled. The annual notice will offer parents the opportunity to opt their child out of such activities.
- C. The OHM BOCES will notify parents annually of the specific or approximate dates when activities involving Protected Information Surveys are scheduled. The annual notice will:
 1. Offer parents the opportunity to provide prior written consent for their child's participation in any Protected Information Survey that is funded in whole or in part by the US Department of Education,
 2. Offer parents the opportunity to opt their child out of participation in any Protected Information Survey regardless of funding.

VII. Parental Participation

The original Policy was developed and adopted in consultation with parents.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: 20 USCA 1232(h); 34 CFR Part 98.

Adopted: 03/12/03

Revised: 11/13/13, 11/18/20, _____

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BOCES Specific Policy.

CENSORSHIP OF NON-SCHOOL STUDENT PUBLICATIONS

I. Statement of Policy

It is the purpose of this Policy to promote the best interest and ensure the well being of every student in the OHM BOCES by preventing substantial disruption and/or material interference with school activities and with the general operation of the schools by forbidding publication and/or distribution of literature which contains statements which are: libelous, obscene, profane, prejudicial or which advocate breaking of state or federal laws or school regulations.

II. Student Publication and Distribution

- A. The BOCES Board of Cooperative Educational Services, however, does recognize the right of its students to publish or distribute newspapers, magazines and other literature not sanctioned by OHM BOCES. However, OHM BOCES has no responsibility to assist students in the publication or distribution of such literature, nor does this Board of Cooperative Educational Services assume any responsibility for any statements published therein.
- B. The BOCES Board of Cooperative Educational Services permits the distribution of such materials within its schools and on OHM BOCES property only after it has been submitted for administrative review and approval. The BOCES Board of Cooperative Educational Services directs the District Superintendent or ~~his/her~~ their designee in keeping with the requirements of the law, to prepare administrative regulations which establish guidelines for students seeking approval for the distribution of non-school publications.

Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988)

Adopted: 07/10/02

Revised: 11/13/13, 11/18/20, _____

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Oneida-Herkimer-Madison BOCES

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Patricia N. Kilburn, Ed.D.

District Superintendent

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pkilburn@oneida-boces.org

IX. D. 2.

Approval Appointment of Board Clerk

Pro Tempore

June 10, 2026

To: Cooperative Board

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

Date: June 2, 2026

Subject: Appointment of Board Clerk Pro Tempore

Background:

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

Discussion:

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

Recommendation:

It is recommended that the Board appoint Lori Wrobel as the Board Clerk Pro Tempore to call the July 8, 2026 Reorganizational/Regular meeting to order.

Resolution:

That the Board appoint Lori Wrobel as the Board Clerk Pro Tempore to call the July 8, 2026 Reorganizational/Regular meeting to order.

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Oneida-Herkimer-Madison BOCES

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Assistant Superintendent

for Support Services

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IX. D. 3.
Approval of Bid Award
Elementary Science Kit Supply
2026-2027 School Year
June 10, 2026

MEMORANDUM

TO: Cooperative Board

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

DATE: May 14, 2026

SUBJECT: Approval of Bid Award: Elementary Science Kit Supply Bid
2026-2027 School Year

PREPARED BY:  Scott Morris / Jennifer Parzych

Background

The BOCES Elementary Science Center is fulfilling the New York State science mandate by providing “hands-on” science kits for use in elementary classrooms throughout the State of New York, including our component districts. The kits save the teachers’ time by supplying the schools with appropriate grade level materials inexpensively and in a convenient format.

Discussion

The purchase of the necessary materials in quantity, by bid, is the most cost-efficient means of providing quality science kits to contracting schools. Specifications were sent to 7 vendors, and 3 companies responded. The Elementary Science Kit Supply Bid consists of over 400 items, ranging from groceries to hardware to live materials, and including books. The variety of these items requires the awards be done on an individual basis. Buying the necessary supplies via bid enables OHM BOCES to purchase by bulk at discounted prices.

Recommendation

It is recommended that the Cooperative Board award the Elementary Science Center Supply bid to the lowest qualified bidders meeting specifications.

Resolution

That the Cooperative Board approves the award of the Elementary Science Kit Supply Bid as per the attached listing representing the lowest qualified bidders meeting specifications, for a total award of \$73,818.57.

ELEMENTARY SCIENCE BID AWARD RECOMMENDATIONS

Sci Supply	\$55,460.98
Lakeshore	\$8,310.30
WB Mason	\$10,047.29

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MEMORANDUM

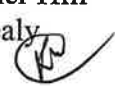
IX. D. 4.
Approval of Contract
Baby Bulldogs and Little Bulldogs
June 10, 2026

To: Cooperative Board

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

Date: May 18, 2026

Subject: Approval of contract with the Baby Bulldogs and Little Bulldogs
program

Prepared by: Christopher Hill
Kevin Healy 

Background

The Baby Bulldogs and Little Bulldogs Program focuses on early childhood learning, delivering programming under the "Baby Bulldogs and Little Bulldogs" initiative. The program includes once-monthly sessions for two-year-olds and twice-monthly sessions for three-year-olds. Activities will focus on fostering sensory development, social-emotional growth, early learning, and family engagement through structured play and educational interactions.

Discussion

As the Community School Resources CoSer continues to grow to meet the needs of component districts, Baby Bulldogs and Little Bulldogs services as an additional resource under the Community School Resources CoSer. This initiative will provide valuable early learning opportunities and strengthen family engagement to support two-year-old and three-year-old children within our component districts, further enhancing the comprehensive services available to students and their families. The program is designed to address the foundational learning experiences of very young children and to foster active family engagement in their educational journey.

Recommendation

It is recommended that the Cooperative Board approve the service contract for Baby Bulldogs and Little Bulldogs Program for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

Resolution

That the Cooperative Board approve the service contract for the Baby Bulldogs and Little Bulldogs Program for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

Agreement for Baby Bulldogs and Little Bulldogs Program

This Agreement is made between Small Blessings Preschool, located at P.O. Box 77, Clark Mills, NY 13321 (hereinafter referred to as 'Provider'), and Oneida-Herkimer-Madison BOCES, located at 4747 Middle Settlement Road, New Hartford, NY 13413 (hereinafter referred to as 'BOCES'). The Provider and BOCES may collectively be referred to as the 'Parties'.

1. Term

This Agreement shall be effective as of July 1, 2026 and shall continue in effect until June 30, 2027, unless earlier terminated pursuant to the provisions herein.

2. Termination

In the event of any contractual dispute or issue, the Parties agree to enter into good faith discussions to resolve the matter within thirty (30) days of written notice. If unresolved, either Party may terminate this Agreement by providing an additional thirty (30) days' written notice. Additionally, either Party may terminate without cause by providing sixty (60) days' written notice.

3. Confidentiality

Each Party agrees to maintain the confidentiality of all proprietary or student-related information. Both Parties shall comply with FERPA, NY Education Law Section 2-d, and all other applicable privacy laws.

4. Program Description & Compensation

Provider will deliver early childhood programming under the Baby Bulldogs and Little Bulldogs initiative. Programming will include once-monthly sessions for two-year-olds and twice-monthly sessions for three-year-olds. Activities will focus on fostering sensory development, social-emotional growth, early learning, and family engagement through structured play and educational interaction.

The BOCES shall pay Provider for actual services rendered during the term of the Agreement. Payment will be made in ten (10) monthly installments, upon invoice, beginning

September 1, 2026. Invoices will be paid within thirty (30) days of receipt.

Program Unit Cost: \$1,500/month

Rate for Additional Services: \$50./hour

5. Force Majeure

Neither Party shall be liable for delays or failure due to events beyond control, including natural disasters, pandemics, war, or government actions. Either Party may terminate if such conditions persist for over thirty (30) days.

6. Indemnification

Each Party agrees to indemnify and hold harmless the other against claims, damages, or losses arising from breach or misconduct in connection with this Agreement. This clause shall survive termination.

7. Insurance

Provider shall maintain professional liability, general liability, and workers' compensation insurance during the term of the Agreement. Proof of insurance shall be provided upon request.

8. Severability

If any provision is found to be invalid, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.



Lisa Morosco, Director
Small Blessings Preschool

Michelle Anderson, Board President Date
Oneida-Herkimer-Madison BOCES

Budget 1 Month, Three sessions per month

Provider- \$350. monthly

2 Additional staff - \$300. monthly

School staff or paid professionals for parent interaction- \$100. monthly

Supplies- \$100.00 monthly

Snack-\$ 50.00 monthly

rent- \$500.00 monthly

insurance-\$50. monthly

incidentals -\$50. Monthly

\$1,500.00. monthly total

10 month duration

\$150,00.00 total

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Oneida Herkimer Madison BOCES School District (hereinafter "School District") and Small Blessings Preschool (hereinafter "Contractor") entered into an agreement dated 4/28/26 (hereinafter "Agreement") for Baby Bulldogs / Little Bulldogs (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):

>Provider trained in Data Security protocol and procedures

>Obey training and observe regulations in place

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:

Provider implements the:

Commissioners regulations (8NYCRR-121) of ED Law 2-d
Aligns privacy and protocol to standards of the NIST1-CFS
Also complies with the provisions of FERPA and the IDEA

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

- a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.

c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.

d. 1

d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.

e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

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

Specify date of each training Sept 1, 2026

5. Subcontractors (check one):

☒ Contractor shall not utilize subcontractors. x

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

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*

Documents pertaining to this program are in a separate file folder stored in a locked filing cabinet. The key resides solely with the provider and no one else has access to it.

7. Termination of Agreement.

a. Within 10 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

b. Within 10 days of termination of the Agreement, Contractor shall
☐ Return all data to the School District using DIRECT SURRENDER OF MATERIALS . _____; OR

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

2

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

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of 4/28/26.

CONTRACTOR:


By: Lisa Morosco

Title: Owner, Small Blessings Preschool



Oneida-Herkimer-Madison BOCES

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

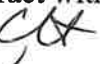
MEMORANDUM

To: Cooperative Board

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

Date: May 18, 2026

Subject: Approval of contract with the Helio Health

Prepared by: Christopher Hill 
Kevin Healy 

IX. D. 5.
Approval of Contract
Helio Health
June 10, 2026

Background

Helio Health, Inc., formerly known as Syracuse Behavioral Healthcare, offers comprehensive recovery services for adolescents aged 10 to 21. These services support young people seeking help with behavioral health issues, including substance use and mental health disorders. Students will undergo an initial medical assessment by a registered nurse, followed by a thorough evaluation by a clinician. Subsequently, each young person will be assigned a primary counselor and a dedicated care team. Helio Health's overall mission is to promote recovery and transform the lives of those affected by substance use and mental health disorders through a holistic approach that addresses the whole person.

Discussion

As the Community School Resources CoSer continues to grow to meet the needs of component districts, Helio Health Inc. program will be an additional resource that school districts may utilize through OHM BOCES in support of students and their families. Helio Health Inc. provides a focused and direct intervention service for regional students that may struggle with drugs or alcohol. Their service focuses on identified students and sends a counselor to the district at request, rather than having a permanent position in the building. This model focuses on the need and saves school districts money in meeting their students' needs.

Services for Helio Health include:

- **Intervention Services**
Behavioral health clinic for adolescent services to young adults, ages 10 to 21, on issues of substance use disorders and mental health disorders.
- Individual counseling
- Group therapy
- Cognitive behavioral therapy
- Play therapy
- Person-centered therapy
- Psychiatric evaluations
- Medication monitoring
- Care coordination with other providers and systems

Recommendation

It is recommended that the Cooperative Board approve the service contract for Helio Health Inc. for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

Resolution

That the Cooperative Board approve the service contract for Helio Health Inc. for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.



SERVICES AGREEMENT

THIS SERVICES AGREEMENT is entered into the 1st day of July, 2026, between Oneida-Herkimer-Madison BOCES, with its principal office 4747 Middle Settlement Road, New Hartford, New York 13413 (or the "Agency"), with **HELIO HEALTH, INC.**, its principal office located at 518 James Street, Syracuse, NY 13203 ("Contractor").

WITNESSETH:

WHEREAS, Oneida-Herkimer-Madison BOCES wishes to engage the services of a contractor to maximize the management and utilization of behavioral health intervention services; and

WHEREAS, HELIO HEALTH, INC. is willing to perform the below-specified services for Oneida-Herkimer-Madison BOCES to assist Oneida-Herkimer-Madison BOCES in achieving its objective of maximizing the behavioral health intervention services of HELIO HEALTH, INC. and;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Oneida-Herkimer-Madison BOCES and HELIO HEALTH, INC. agree as follows:

I. ENGAGEMENT

Oneida-Herkimer-Madison BOCES hereby engages the Contractor to perform the below-specified services for Oneida-Herkimer-Madison BOCES and its affiliates, and HELIO HEALTH, INC. hereby accepts such engagement, upon the terms and conditions set forth in this Agreement.

II. TERM

The term of this Agreement shall begin on July 1, 2026 and shall continue for a one-year term, ending on June 30, 2027, unless sooner terminated by either party as provided in this Agreement (the "Term"). The Parties may agree to extend the term of this Agreement prior to the end of the first one-year term, and if so, will amend this Agreement in a writing signed by both parties. In the event of any contractual dispute or issue, the Parties agree to enter into good faith discussions to resolve the matter within thirty (30) days of written notice by either Party identifying the issue. If the issue is not resolved within this thirty (30) day resolution period, either Party may terminate this Agreement by providing an additional thirty (30) days' written notice to the other Party. Additionally, either Party may



terminate this Agreement without cause by providing sixty (60) days' written notice to the other Party.

III. RESPONSIBILITIES

Contractor will comply with Federal and New York State laws to obtain the legally proper consent for treatment by parents and students.

Contractor will provide individual therapy for substance use disorders and/or co-occurring substance use and mental health disorders to students deemed to be clinically appropriate to receive services with Helio Health to Oneida-Herkimer-Madison BOCES component districts. Contractor will address mental health treatment needs as appropriate.

School located services to Helio Health patients may include:

- Clinician assessment to determine appropriateness in level of care;
- Use of evidence-based assessment tools such as Patient Health Questionnaire 9 (PHQ9), Generalized Anxiety Disorder 7-item (GAD7), and Columbia Suicide Severity Rating Scale (CSSRS), Level of Care for Alcohol and Drug Treatment Referral (LOCADTR);
- Use of evidence-based practices such as Motivational Interviewing, Cognitive Behavioral Therapy, and Solution Focused Therapy;
- Completion of safety plans and crisis management plans as appropriate;
- Coordination with school counselors and teachers provided a specific consent is signed for each individual the counselor needs to coordinate with.
- Group sessions, such as Seven Challenges hosted on-site.
- Informational presentations, with topics such as Vaping.

Contractor shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to the District.

The overall goal in providing these services is to reduce and potentially eliminate substance use and improve mental well-being.

By providing in community services at the school setting, Contractor is looking to reduce barriers to treatment, such as, transportation, as well as minimize a student's time away from school classes.

It is the expectation of both Parties that they each will make every effort to achieve the above objectives, and that in so doing, they will provide valuable services to their communities.

Force Majeure: Neither Party shall be liable for failure or delay in the performance of its obligations due to causes beyond its reasonable control, including but not limited to acts of God, pandemics, war, terrorism, governmental actions, natural disasters, labor disputes, or system



failures. Either Party may terminate this Agreement immediately upon notice if a Force Majeure event prevents performance for more than thirty (30) days.

IV. CONFIDENTIALITY AND PRIVACY

The Parties agree to adhere to all applicable federal and state privacy laws and regulations, including, but not limited to 42 CFR Part 2 and HIPAA.

All records relating to the services contemplated by this agreement are and shall remain property of the School District.

Contractor shall not during or after the term of this MOU, use or disclose any confidential information to any person, firm, corporation or other entity for any reason or purpose whatsoever.

Contractor shall comply with any and all legal requirements affiliated with the records, including but not limited to ensuring compliance with the Family Educational Rights and Privacy Act ("FERPA").

V. INDEPENDENT CONTRACTOR

Contractor shall perform the duties contemplated by this agreement as an independent contractor, to whom no benefits shall accrue except for those benefits expressly set forth in this agreement.

VI. COMPENSATION

Contractor will serve on a temporary as needed basis per week up to not to exceed 40 hours per week, for \$175.00 an hour in accordance with a schedule of days and times to be agreed upon by the parties, in addition to reimbursement at the then currently approved federal rate for mileage/travel from 500 Whitesboro Street, Utica, New York 13502 to each destination.

Contractor will invoice Oneida-Herkimer-Madison BOCES for each initial hour performed on a biweekly basis.

VII. INDEMNIFICATION

Contractor shall indemnify, defend, and hold the Agency harmless from and against any and all liability arising out of the Contractor's failure to comply with the terms of this Agreement.

Agency shall indemnify, defend, and hold the Contractor harmless from and against any and all



liability arising out of the Agency's failure to comply with the terms of this Agreement.

Contractor shall maintain, at its own expense, professional liability, general liability, and workers' compensation insurance coverage during the term of this Agreement. Certificates of insurance shall be provided to BOCES upon request. Failure to maintain such insurance shall be considered a material breach and grounds for immediate termination.

VIII. ASSIGNMENT

Contractor shall not assign, transfer or subcontract any of the rights and obligations under this agreement without prior written consent by the Facility. Any unauthorized assignment or subcontract shall be null and void.

IX. COMPLIANCE

Each party hereby represents and warrants to the other party that: (a) it has the power and authority to enter into this agreement and is permitted by applicable law and regulations to enter into this agreement; and (b) it will comply with all applicable laws in the performance of its obligations under this agreement, and in particular, applicable federal and state regulations regarding student records and medical records, student privacy, and the commercial use of student information including the Family Education Rights and Privacy Act and New York State Education Law Section 2-d as specified in Appendix A.

X. FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

Contractor shall comply with any applicable requirements in the New York State Education law for fingerprinting and criminal background checks for each of its employees and agents working in School District facilities. Proof of such compliance shall be provided to the School District before any such employee or agent performs services under this agreement.

XI. NOTICES

Any notices required to be given pursuant to the term and conditions hereof shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the respective Parties as follows:

If to School District:
Oneida-Herkimer-Madison BOCES
Attention: Christopher Hill
4747 Middle Settlement Rd.
New Hartford, NY 13413



If to Helio Health, Inc.:
Helio Health, Inc.
Attention: Kathleen Gaffney-Babb
518 James Street
Syracuse, NY 13203

Notices shall be deemed effective when mailed.

XII. GOVERNING LAW

This agreement is governed by the Laws of the State of New York. All disputes shall be venued in a court of competent jurisdiction in Oneida County, New York.

XIII. REVIEW AND APPROVAL

The below signatures of authorized representatives from each Party indicate the acceptance of and commitment to this agreement's terms by each signatory.

XIV. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the Agreement shall be interpreted to best reflect the original intentions of the Parties.

IN WITNESS WHEREOF, this Agreement has been executed on this 25th day of March, 2026.

For Helio Health, Inc.:

A handwritten signature in black ink that reads 'Kathleen Gaffney-Babb'. The signature is written in a cursive, flowing style.

Signature

Kathleen Gaffney-Babb, President & Chief Executive Officer

__3/25/26____

Date



For Oneida-Herkimer-Madison BOCES:

Signature
Michelle Anderson
Cooperative Board President

Date

ADDENDUM "A"

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

The Oneida-Herkimer-Madison BOCES seeks to use current technology, including electronic storage, retrieval and analysis of information about students' education experience in the district, to enhance the opportunities for learning and to increase the efficiency of our district and school operations.

Oneida-Herkimer-Madison BOCES seeks to ensure that parents have information about how the District stores, retrieves and uses information about students and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including § 2-d of the New York State Education Law.

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

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

ADDENDUM "B"

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 Helio Health are limited to the purposes authorized in the contract between the Contractor and Oneida-Herkimer-Madison BOCES (the “School District”) dated July 1, 2026 (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law §2-d; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in a mutually agreeable format and/or destroyed by the Contractor as directed by the School District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the School District in a Contractor’s product and/or service by following the School District’s procedure for requesting the amendment of education records under the FERPA. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the School District will be stored in the United States. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Oneida-Herkimer-Madison BOCES (hereinafter "BOCES") and Hedio Health (hereinafter "Contractor") entered into an agreement dated July 1, 2026 (hereinafter "Agreement") for MH and SUD 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):

Contractor is compliant with all relevant State and Federal privacy laws as outlined in various agency wide policies and trainings.

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:

When contractors/employees are utilizing contractor's technology, encryption and cloud based security systems are in place, along with training and accessible IT security resources.

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, the contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.

d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.

e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

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

Specify date of each training

Contractor shall be trained during new colleague orientation, date TBD.

5. Subcontractors (check one):

- ☒ Contractor shall not utilize subcontractors.
- ☐ Contractor shall utilize subcontractors. Contractor shall manage the relationships and contracts with such subcontractors in the following ways in order to ensure personally identifiable information is protected:

N/A

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.*

Agency Policy ADM-18, Information Security Policy

7. Termination of Agreement.

a. Within 3650 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

b. Within days of termination of the Agreement, Contractor shall Return all data to the School District using ; OR

☒ Transition all data to a successor contractor designated by the School District in writing using encrypted document exchange.

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

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of July 1, 2026.

By:
Title:

CONTRACTOR:

Kathleen Gaffney-Babb
President & CEO

Helio Health, Inc.

Information Security Policy

Policy Number:	ADM-18
Name:	Information Security Policy
Origin:	Chief Information Officer/Chief Information Security Officer
Approved:	 , Board of Directors
Date(s):	January 26, 2026; 1-27-25; 3-25-24; 10-28-19

1.0 PURPOSE:

This policy establishes Helio Health's role in protecting its information assets and communicates minimum expectations for meeting these requirements. Fulfilling these objectives enables Helio Health to implement a comprehensive system-wide Information Security Program.

2.0 SCOPE:

This policy applies to all people and programs of Helio Health's information assets. All personnel and service providers who have access to or use the organization's assets, including data at rest, in transit or in process, shall be subject to these requirements. This policy applies to all information assets and IT resources operated by the organization. All information assets and IT resources provided by the organization through contracts, subject to the provisions and restrictions of the contracts; and all authenticated users of Helio Health information assets and IT resources.

3.0 POLICY:

3.1 Helio Health must strive to protect the availability, integrity and confidentiality of data while providing information resources to fulfill our purpose. The information security program must be risk-based. The Helio Health mission informs cybersecurity risk management, and implementation decisions must be made based on addressing the highest risk first.

3.2 Helio Health recognizes that fully implementing all controls within the National Institute of Standards and Technology (NIST) Standards may not be possible due to organizational limitations and resource constraints. Administration must implement the NIST standards whenever possible, and document exceptions in situations where doing so is not practicable.

3.3 Helio Health has assigned the following roles and responsibilities with respect to its privacy and security policies and procedures:

- 1) Chief Information Officer: The Chief Information Officer (CIO) is accountable for the implementation of the Information Security Program including:
 - a) Security Policies, Standards, and Procedures
 - b) Security Compliance including managerial, administrative, and technical controls
 - c) Serving as Helio Health's Chief Information Security Officer (CISO)The Chief Information Officer is to be informed of Information security implementations and ongoing development of the Information Security Program design
- 2) Information Security Committee: The group is responsible for the design, implementation, operations and compliance functions of the Information Security Program for all Helio Health constituent units. The committee will be a subset/co-committee of the compliance committee and shall collaborate with and use Helio Health's IT and Data Governance Committee as a resource to the extent necessary. The Information Security Committee shall meet at least quarterly in conjunction/as part of the Compliance Committee.

3.4 Helio Health may temporarily suspend or block access to any individual or device when it appears necessary to do so in order to protect the integrity, security, or functionality of organization and computer resources. Any personnel found to have violated this procedure may be subject to disciplinary action, up to and including termination of employment.

3.5 Exceptions to the policy may be granted by the CIO after consultation with the CEO. To request an exception, please submit an email with "Information Security Exception" request as the subject line to the CIO.

4.0 PROCEDURE:

4.1 The Helio Health Security Program is framed on National Institute of Standards and Technology (NIST) and controls implemented based on SANS Critical Security Controls priorities. Helio Health must develop appropriate control standards and procedures required to support the organization's Information Security Policy. This policy is further defined by control standards, procedures, control metrics and control tests to assure functional verification.

4.2 Helio Health must limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems) and to the types of transactions and functions that authorized users are permitted to exercise.

4.3 Helio Health must: (i) ensure that its employees and other users of information systems are made aware of the security risks associated with their activities and of the applicable laws, directives, policies, standards, instructions, regulations, or procedures related to the security of organization information systems; and (ii) ensure that personnel are adequately trained to carry out their assigned information security-related duties and responsibilities.

4.4 Helio Health must: (i) create, protect, and retain system audit records to the extent needed to enable the monitoring, analysis, investigation, and reporting of unlawful, unauthorized, or inappropriate information system activity on protective enclave systems, specific to confidential data and confidential networks, at a minimum; and (ii) ensure that the actions of individual information system users can be uniquely traced for all restricted systems.

4.5 Helio Health must: (i) periodically assess the security controls in organization information systems to determine if the controls are effective in their application; (ii) develop and implement plans of action designed to correct deficiencies and reduce or eliminate vulnerabilities in organization information systems; (iii) authorize the operation of the organization's information systems and any associated information system connections; And (iv) monitor information system security controls on an ongoing basis to ensure the continued effectiveness of the controls.

4.6 Helio Health must: (i) establish and maintain baseline configurations and inventories of organizational information systems (including hardware, software, firmware, and documentation) throughout the respective system development life cycles; and (ii) establish and enforce security configuration settings for information technology products employed in organizational information systems.

4.7 Helio Health must establish, maintain, and effectively implement plans for emergency response, backup operations, and post-disaster recovery for the organization's information systems to ensure the availability of critical information resources and continuity of operations in emergency situations.

4.8 Helio Health must identify information system users, processes acting on behalf of users, or devices and authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to Helio Health information systems.

4.9 Helio Health must: (i) establish an operational incident handling capability for organization information systems that includes adequate preparation, detection,

analysis, containment, recovery, and user response activities; and (ii) track, document, and report incidents to appropriate organization officials and/or authorities.

4.10 Helio Health must: (i) perform periodic and timely maintenance on organization information systems; and (ii) provide effective controls on the tools, techniques, mechanisms, and personnel used to conduct information system maintenance.

4.11 Helio Health must: (i) protect information system media, both paper and digital; (ii) limit access to information-on-information system media to authorized users; and (iii) encryption, where applicable, (iiii) sanitize or destroy information system media before disposal or release for reuse.

4.12 Helio Health must: (i) limit physical access to information systems, equipment, and the respective operating environments to authorized individuals; (ii) protect the physical plant and support infrastructure for information systems; (iii) provide supporting utilities for information systems; (iv) protect information systems against environmental hazards; and (v) provide appropriate environmental controls in facilities containing information systems.

4.13 Helio Health must develop, document, periodically update, and implement security plans for organization information systems that describe the security controls in place or planned for the information systems and the rules of behavior for individuals accessing the information systems.

4.14 Helio Health must: (i) ensure that individuals occupying positions of responsibility within organizations are trustworthy and meet established security criteria for those positions; (ii) ensure that organization information and information systems are protected during and after personnel actions such as terminations and transfers; and (iii) employ formal sanctions for personnel failing to comply with Helio Health security policies and procedures.

4.15 Helio Health must periodically assess the risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals, resulting from the operation of organizational information systems and the associated processing, storage, or transmission of organizational information. This is done at procurement, substantive changes and, at a minimum, annually during the scheduled vulnerability assessment and audit.

4.16 Helio Health must: (i) allocate sufficient resources to adequately protect organization information systems; (ii) employ system development life cycle processes that incorporate information security considerations; (iii) employ software usage and installation restrictions; and (iv) ensure that third- party providers employ adequate security measures, through federal and state law and contract, to protect information, applications, and/or services outsourced from the organization.

4.17 Helio Health must: (i) monitor, control, and protect organization communications, including any use of Artificial Intelligence (AI) tools (i.e., information transmitted or received by organization information systems) at the external boundaries and key internal boundaries of the information systems for confidential data transmissions; and (ii) employ architectural designs, software development techniques, encryption, and systems engineering principles that promote effective information security within organization information systems.

4.18 Helio Health must: (i) identify, report, and correct information and information system flaws in a timely manner; (ii) provide protection from malicious code at appropriate locations within organization information systems; and (iii) monitor information system security alerts and advisories and take appropriate actions in response.

4.19 Helio Health must implement security program management controls to provide a foundation for the organizational information security program.



Oneida-Herkimer-Madison BOCES

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

MEMORANDUM

To: Cooperative Board

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

Date: May 20, 2026

Subject: Approval of contract with the Perch Place LLC

Prepared by: Christopher Hill
Kevin Healy 

IX. D. 6.
Approval of Contract
Perch Place LLC
June 10, 2026

Background

Perch Place, LLC partners with schools, families, and the community to support children from Pre-K through 6th grade by addressing early learning challenges. A key component of this mission is the Family School Navigation (FSN) program, which connects families with local resources to ensure children enter kindergarten ready to learn. By mitigating barriers stemming from adverse environments, FSN provides early intervention that yields long-term benefits in education, health, and economic outcomes. Ultimately, the goal is to identify students ages 4–12 facing learning obstacles and provide the direct assistance or community resources necessary to foster a strong home-school partnership.

Discussion

As the Community School Resources CoSer continues to grow to meet the needs of component districts, Perch Place, LLC's FSN program will serve as an additional resource that school districts may utilize through OHM BOCES to support students and their families. Perch Place FSN fosters kindergarten readiness by equipping children to actively engage in and benefit from early learning experiences that promote their success. Going beyond traditional early education, FSN directly connects with children and families, addressing the whole child's academic, emotional, physical, and social needs.

Services of Perch Place, LLC include:

- Family School Navigation Program w/Family School Navigator (FSN)
Serving school-aged children ages 4- 12, children ages birth to 3, and their families. Identifying and addressing learning, social/emotional, and health barriers and foster partnerships between home and school.
- Behavior Intervention Specialist
Serving students from Pre-K through 6th grade by addressing behavioral, social-emotional, and health barriers.
- Book Program with program coordinator
A book is mailed home monthly to children ages newborn up to their 5th birthday.
- Extended Staff Program
Assistance with finding specialty staff for full-time, part-time, or leave times; staff including behavior Intervention specialist, speech therapist, academic coach, and screeners.

Recommendation

It is recommended that the Cooperative Board approve the service contract for Perch Place, LLC for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

Resolution

That the Cooperative Board approve the service contract for Perch Place, LLC for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.



Memorandum of Understanding
Between
Perch Place, LLC (Consulting Management)
And
Oneida-Herkimer-Madison BOCES

1. PURPOSE

This Memorandum of Understanding (MOU) confirms an understanding and outlines the terms of cooperation between Perch Place, LLC (Perch Place Programs), and Oneida-Herkimer-Madison BOCES (OHM BOCES) for its Family School Navigation (FSN) Program, Extended Staff Program, Book Program, and Consulting Services from ***July 1, 2026, through June 30, 2027.***

2. SUMMARY

Perch Place Programs and OHM BOCES agree to partner for the purposes of serving PreK through 6th grade students by addressing early learning challenges. The main factors contributing to the OHM BOCES and component districts need for Perch Place services include (*but not limited to*):

- a. An increase in young students' challenges, such as:
 - i. Lack of language development and non-verbal children.
 - ii. Lack of social/emotional and self-regulation skills.
 - iii. Inability to transition, follow direction, listen, fine/gross motor skills.
 - iv. Behavioral issues.
 - v. Physical and mental health concerns.
 - vi. Absenteeism.
 - vii. Lack of parent engagement.
- b. Based upon NYS Education Department's 2024-2025 public data, the economically disadvantaged students in the component districts ranged from 30-86%, and students with disabilities ranged from 10-21%.

Perch Place Programs staff collaborate closely with school staff, community service providers, and parents with the primary goal of identifying students ages 4-12 that may have barriers to learning. Any challenges the child or family members need assistance with can be addressed. Families will either be serviced directly by Perch Place staff or provided appropriate community resources and connected to services, fostering an ongoing partnership between the home and school. The Perch Place Program's will adapt to the individual School District's needs.

3. TERM

This Agreement shall be deemed effective between July 1, 2026, through June 30, 2027 (the "Term"), unless terminated earlier as provided herein. Either party shall have the right to terminate this Agreement upon sixty (60) days advance written notice to the other party.

4. UNDERSTANDING OF THE ROLES AND/OR COMMITMENTS OF THE PARTIES

A. Role of Perch Place Programs (FSN, Extended Staff, Book Program, and Consulting Services):

1. Provide a monthly Cost and Scope of Services with budget options.
2. Provide the staff needed to oversee the work based upon the 2026 2027 Cost and Scope of Services option chosen by the School District.
3. Provide monthly invoices to OHM BOCES for School District's choice from the 2026 2027 Cost and Scope of Services options.
4. Maintain regular and effective communication with each School District staff and OHM BOCES. Understand needs and gather feedback.
5. Work collaboratively with each School District to maintain agreed upon collectible data and shared outcomes for impact.
6. Provide materials that showcase the services and achievements.
7. Provide a laptop and cell phone application for additional communication.
8. Provide professional development opportunities.
9. Agrees to cooperate with the School District to have all individuals providing services who will have direct contact with students furnish fingerprint's and submit to a criminal background check and clearance. Complete paperwork will be filed with an appropriate agency and paid for by Perch Place, LLC.

B. Role of OHM BOCES with the Perch Place Programs:

1. Provide monthly payments for School District's choice from the Cost and Scope of Perch Place Programs Services options.
2. Create and update information about services on OHM BOCES website to provide promotion.
3. Two-way communication with School District's and service provider. Understand their needs, gather information, and provide feedback. Explain the workings of the state aid on CS CoSer and seek methods for collecting students' data effectively.

5. CONFIDENTIALITY OF STUDENT RECORDS

- a. OHM BOCES and Perch Place Programs shall maintain responsibility for the privacy of and control over the student records in its possession. OHM BOCES and the Perch Place Programs will permit sharing of student records, medical and other records, and information about program participants with staff to the maximum extent allowed and, in the manner, specified by law for the limited purpose of effectuating the provision of services under this Agreement.
- b. OHM BOCES and Perch Place Programs acknowledge that student records are confidential and will comply with all requirements of the Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act, the New York Education Law, the addendum to this Agreement, and other applicable law regarding such confidentiality. In particular acknowledges that for purposes of FERPA it acts as a school official with a legitimate educational interest in the student information shared with it, and it will comply with the non-disclosure requirements of FERPA.
- c. OHM BOCES and Perch Place Programs agree that all information exchanged is

considered confidential and subject to provisions of Federal and New York State Law and will be used only for the purposes outlined in this Agreement.

d. HIV-Related Information

i. Non-Discrimination: OHM BOCES and Perch Place Programs shall not discriminate against or refuse assistance to individuals with AIDS or HIV infection. It is agreed that, and any staff member thereof 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: OHM BOCES and Perch Place Programs will provide the following written statement 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."

e. Child Abuse, Neglect, and Maltreatment: Notwithstanding any other provision of this Agreement, OHM BOCES and Perch Place Programs shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.

f. The Parties agree that all records must be available for a period of years that is in compliance with LGS-1 Records Retention & Disposition Schedule (<http://www.archives.nysed.gov/records/local-government-record-schedule/lgs-1-title-page>) and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. Records related to student discipline must be kept for a minimum of three (3) years after the student reaches the age of eighteen (18).

g. Responsibility for any and all communication with parents of participating students regarding the assessment and evaluation of students' needs during provision of services shall be the sole responsibility of the SCHOOL. From time to time, staff may be required to deliver professional opinions; however, these shall be delivered under the terms of this Agreement, strictly to and for the benefit of OHM BOCES staff involved.

6. REQUIREMENTS OF NEW YORK STATE EDUCATION LAW SECTION 2-d

The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as defined by Education Law Section 2-d (1), (d) and (j)). The disclosure and use of PII shall comply with the Data Security and Privacy Plan attached hereto, and made a part of, this Agreement. The following appendices attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:

- a. Appendix A: BOCES' Parents' Bill of Rights for Data Privacy and Security
- b. Appendix B: Parents' Bill of Rights – Supplemental Information Addendum
- c. Appendix C: Third-Party Data Security and Privacy Plan

7. MODIFICATION

This Agreement may be modified only by mutual written agreement of the parties.

8. FORCE MAJEURE

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"). Either party shall have the right to terminate the Agreement immediately upon written notice to the other of any Force Majeure event and shall not be liable for any obligations under this Agreement upon such termination.

9. INSURANCE

Perch Place, LLC shall maintain at its own cost professional and general liability insurance for all employees, officers, and representatives providing services under this Agreement. Certificates of such insurance shall be furnished by Perch Place, LLC upon request. Failure to maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Agreement.

10. 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 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.

11. NO SPECIAL DUTY

Nothing in this Agreement shall create a special duty to the OHM BOCES or to any third party, including but not limited to employees and students of OHM BOCES.

12. INDEPENDENT CONTRACTOR STATUS

In the performance of their respective duties and obligations hereunder, the parties, together with their agents and representatives, are independent contractors with respect to one another. The parties are not, and shall not be deemed to be, joint ventures, partners, or employees.

13. 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 of the terms and provisions of this Agreement.

14. GOVERNING LAW

This 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 in a court of competent jurisdiction in Oneida County, New York.

15. 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.

16. ASSIGNMENT

No Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of both other Parties.

17. 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 this agreement.

18. TERMINATION CLAUSE

In the event of any contractual dispute or issue, the Parties agree to enter into good faith discussions to resolve the matter within thirty (30) days of written notice by either Party identifying the issue. If the issue is not resolved within this thirty (30) day resolution period, either Party may terminate this Agreement by providing an additional thirty (30) days' written

notice to the other Party. Additionally, either Party may terminate this Agreement without cause by providing sixty (60) days' written notice to the other Party.

19. PERIMETERS OF CONFIDENTIALITY

All knowledge and information acquired during the term of this project that is expressly identified by either signatory in writing as confidential shall be maintained in confidentiality, except as expressly authorized in writing and shall not be divulged or published. All records are subject to the provisions of the HIPPA Privacy Rule– HHS.gov, the Family Educational Rights and Privacy Act (FERPA) and the new 2D Privacy Law. This excludes information, which is or becomes available to the general public, provided the disclosure of such information did not result from a breach by either signatory.

AGENCY PRIMARY CONTACT INFORMATION

Perch Place, LLC:

Robin M. Robinson, President
600 French Road
New Hartford, New York 13438



Robin M. Robinson, President
Perch Place, LLC

OHM BOCES:

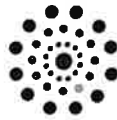
Patricia N. Kilburn, District Superintendent
4747 Middle Settlement Road
New Hartford, New York 13413



Date

Michelle Anderson, Cooperative Board President
Oneida-Herkimer-Madison BOCES

Date



Oneida-Herkimer-Madison BOCES

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

www.oneida-boces.org

Appendix "A"

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

The Oneida-Herkimer-Madison BOCES seeks to use current technology, including electronic storage, retrieval and analysis of information about students' education experience in the district, to enhance the opportunities for learning and to increase the efficiency of our district and school operations.

Oneida-Herkimer-Madison BOCES seeks to ensure that parents have information about how the District stores, retrieves and uses information about students and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including § 2-d of the New York State Education Law.

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

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

Appendix 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 Perch Place, LLC Programs (the “Contractor”) are limited to the purposes authorized in the contract between the Contractor and the Oneida-Herkimer-Madison BOCES (the “School District”) dated July 1, 2026 (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law §2-d; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. Upon the expiration of the underlying agreement without a successor Agreement in place, Contractor shall retain all Confidential Data previously received in electronic format or paper for the record retention period defined in the underlying agreement, and all of Contractor’s obligations to maintain the security and privacy of that information shall remain in force and effect for that period of time. At the end of the record retention period, Contractor shall ensure that no copy, summary or extract of the shared data or any related work papers are retained on any storage medium whatsoever by Contractor, its subcontractors or assignees, or the aforementioned secure data center facilities.
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 BOCES in a Contractor’s product and/or service by following the BOCES’ 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 BOCES in Contractor’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 Contractor by the BOCES will be stored in a secure data facility located in the continental United States. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable laws.

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Oneida-Herkmer-Madison BOCES School District (hereinafter "School District") and Perch Place, LLC (hereinafter "Contractor") entered into an agreement dated July 1, 2026 (hereinafter "Agreement") for Perch Place Programs (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):

- Train staff.
- Add data security language to the internal and external documents.
- Abide by data security and privacy requirements along with internal policies.

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:

- 2 factor authentication.
- 256-bit encryption.
- HIPPA, FERPA, and NYS 2D policies in place.

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

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

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

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

Specify date of each training

Staff privileged to student and/or teacher data and principal data will be trained by Perch Place, LLC administrators on federal, state, and local confidentiality before working in a school district and on an annual basis. Training dates are based upon the new staff hire date. The annual training will occur before the beginning of the 2026-2027 SY.

5. Subcontractors (check one):

☒ Contractor shall not utilize subcontractors.

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

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.

- Staff are provided laptops with bitlocker for the use in school buildings and at home.
- No personal equipment is allowed.
- 256-encrypted back-up (weekly) is provided by Total Solutions IT.
- Any computer breaches are identified by Total Solutions IT and handled appropriately.
- School staff should notify Perch Place, LLC administration immediately if there is a perceived data breach by R4K staff.
- Internal changes will be addressed by Perch Place, LLC and shared with school district and OHM BOCES.

7. Termination of Agreement.

a. Within 30 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

b. ☒ Within 30 days of termination of the Agreement, Contractor shall
☒ Return all data to the School District using USPS; OR

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

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

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of March 31, 2026.

CONTRACTOR:

Perch Place, LLC

By: Robin M. Robinson

Title: President



Early Education Consultants
Cost and Scope of Services (10-12-Months)
July 1, 2026 - June 30, 2027
Perch Place Programs

OPTION 1: (12 months)

Family School Navigation Program w/a Family School Navigator

*Serving school-aged children ages 4-12, children ages birth to 3, and their families.
Identifying and addressing learning, social/emotional, and health barriers
to foster partnerships between home and school.*

Personnel Expenses

*Salary and Wages	\$51,500.00
Employee Benefits (@ 30%)	\$15,450.00

Program Expenses

Supplies and Equipment	\$3,050.00
Professional Trainings/Meetings/Conferences	\$2,000.00
Travel/Mileage	\$1,000.00
Special Programs (2, 3, or 4 Year-Old Programs) OPTIONAL	\$2,000.00
**Book Program (Cost for 200 children registered) OPTIONAL	\$6,800.00
Administration and Supervision	\$17,200.00

Total	\$99,000.00
<i>Monthly</i>	<i>\$8,250.00</i>

OPTION 2: (10 months)

*****Extended Staff Program (ie.- Behavior Intervention Specialist)**

*Serving school-aged students ages 4-12 and their families. Supporting barriers
for students, families, teachers, and classrooms.*

Personnel

Salary and Wages	\$60,000.00
Employee Benefits	\$18,000.00

Program Expenses

Supplies and Equipment	\$3,050.00
Professional Trainings/Meetings/Conferences	\$2,000.00
Travel/Mileage	\$1,000.00
Special Programs (2, 3, or 4 Year-Old Programs) OPTIONAL	\$2,000.00
**Book Program (Cost for 200 children registered) OPTIONAL	\$6,800.00
Administration and Supervision	\$17,200.00

Total	\$110,050.00
<i>Monthly</i>	<i>\$11,005.00</i>

OPTION 3:

Book Program ONLY w/Program Coordinator

A book is mailed home monthly to children ages newborn up to their 5th birthday.

Personnel

Salary and Wages	\$2,500.00
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Program Expenses

Supplies and Equipment	\$2,000.00
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** (Cost for 200 children registered)	<u>\$6,800.00</u>
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Total	\$11,300.00
Monthly	\$941.66

** Salary and Wages and Employee Benefits Total and Monthly cost may increase based upon higher wage offered.*

**** Book Program** (Each registered child costs \$34.00 per year)

200 children registered \$6,800.00

500 children registered \$17,000.00

1000 children registered \$34,000.00

Districts can choose the Book Program without a Program Coordinator.

***** Extended Staff Program**

Assistance with finding specialty staff for full-time, part-time, or leave times.

Costs will vary depending upon the position, length of time needed, and salary offered.

Positions offered: Behavior Intervention Specialist, Speech Therapist, Academic Coach, Screeners, and other types of positions can be discussed.

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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

To: Cooperative Board

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

Date: May 18, 2026

Subject: Approval of contract with the Seed & Sew

Prepared by: Christopher Hill
Kevin Healy 

IX D.7.
Approval of Contract
Seed & Sew
June 10, 2026

Background

Seed & Sew partners with schools, families, and the community to support children from Pre-K through 6th grade by addressing early learning challenges, understand and support behavior, emotional regulation, sensory processing, and connection through a nervous system approach. Seed & Sew translates neuroscience and child development research into practical, real world strategies that support emotional well-being, learning, behavior, and connection across school and home environments. Seed & Sew's work is grounded in the understanding that all behavior is communication and that meaningful support requires addressing both regulation and the brain-body connection.

Discussion

As the Community School Resources CoSer continues to grow to meet the needs of component districts, Seed & Sew will serve as an additional resource that school districts may utilize through OHM BOCES to support students and their families. Seed & Sew's approach is designed to extend professional learning into daily practice, and their platform combines interactive workshops, implementation tools, coaching supports, and data informed systems that will help educators and school teams better understand the connection between behavior, regulation and sensory needs. Seed & Sew's approach is centered on sustainable implementation through recorded professional learning to build a shared understanding of nervous system informed practices, accompanying tools that support real time application within classrooms and school systems.

Services of Seed & Sew include:

- Interactive Platform
Regulation Questionnaire to identify each student's and educator's unique sensory, regulation, and connection needs. A Behavior Tracking Tool that helps surface patterns behind behavior, to move beyond just documentation, and addressing root causes. Professional learning opportunities that are recorded and easy to access. An on-demand feature, Ask Seed, that can provide support for those everyday challenges in real time.
- Professional Development and training with Seed & Sew team members.
Interactive workshops, and in person training and support on strategies and tools available to educators. Families also receive support throughout the year for the home environment.
- Extended Staff Training Program
Selected staff from the districts can become certified S.E.E.D. Coaches to continue to work with educators and teams to sustain the work over time. These trained leaders will support classroom implementation, staff reflection, school wide consistency, and ongoing problem solving and support, helping schools move from isolated trainings, into long term effective and meaningful systems change.

Recommendation

It is recommended that the Cooperative Board approve the service contract for Seed & Sew for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

Resolution

That the Cooperative Board approve the service contract for Seed & Sew for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

MASTER SERVICES AND DATA PROTECTION AGREEMENT

This Master Services and Data Protection Agreement (this “**Agreement**”) is entered into as of July 1, 2026 (the “**Effective Date**”), by and between: the **OHM- Board of Cooperative Educational Services**, a New York public educational cooperative organized and existing under Article 40 of the New York Education Law, with offices at 4747 Middle Settlement Road, New Hartford, NY 13413 (“**BOCES**”), on behalf of itself and the component school districts that elect to participate under this Agreement, and Seed and Sew, LLC, a Vermont limited liability Company with offices at 1085 Pine Street Burlington, VT 05401 (“**Vendor**”). BOCES and Vendor are sometimes referred to individually as a “**Party**” and together as the “**Parties**”.

Recitals

- A. BOCES is authorized under New York law to enter into cooperative service arrangements and shared service contracts for the benefit of its component school districts.
- B. Vendor is engaged in the business of providing professional development and family education services related to emotional regulation, including through a software-as-a-service platform, mobile/web applications, and an automated conversational agent or chatbot that delivers content to administrators, teachers, and families.
- C. BOCES desires to obtain from Vendor, and Vendor desires to provide to BOCES and its participating component school districts, certain educational and technology services in support of emotional regulation education, under the terms and conditions of this Agreement.
- D. In connection with the Services (as defined below), Vendor may receive, access, create, maintain, or transmit, solely to the extent necessary to perform the Services and subject to BOCES’s written direction, student data and other personally identifiable information that are subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. Part 99 (**FERPA**), New York Education Law § 2d and applicable regulations, including but not limited to 8 N.Y.C.R.R. Part 121 (collectively, **NY Ed Law 2d**), and other applicable federal and state privacy, data security, and breach notification laws.
- E. The Parties intend by this Agreement to set forth the terms under which Vendor will provide the Services and to ensure that Vendors handling, use, disclosure, retention, and destruction of Student Data and other confidential information complies with FERPA, NY Ed Law 2d, and all other applicable laws and regulations.

In consideration of the mutual covenants set forth herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms. For purposes of this Agreement, the following terms shall have the meanings set forth below. Defined terms stated in the singular shall be deemed to include the plural and vice versa, as the context may require.

a. **Applicable Law** means all applicable federal, state, and local statutes, regulations, rules, ordinances, administrative guidance, and case law, including, without limitation, FERPA, NY Ed Law 2d, 8 N.Y.C.R.R. Part 121, the Children's Online Privacy Protection Act (COPPA), the New York State Information Security Breach and Notification Act (including N.Y. Gen. Bus. Law § 899aa and § 899bb and related provisions), and any other applicable privacy, security, and data breach notification laws.

b. **Authorized Representative** means Vendor, to the extent Vendor is deemed by BOCES and/or a Participating District to be acting as an authorized representative of an educational agency or institution subject to FERPA, for purposes of carrying out an audit, evaluation, or other legitimate educational interest under 34 C.F.R. § 99.31(a)(1)(i)(B) or other relevant FERPA exception.

c. **BOCES Data** means any and all data, information, records, content, and materials provided or made available to Vendor by or on behalf of BOCES or any Participating District in connection with this Agreement, including, without limitation, Student Data, District Data, and any other Confidential Information of BOCES or the Participating Districts.

d. **Confidential Information** means any nonpublic information disclosed by or on behalf of a Party in connection with this Agreement that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to BOCES Data, District Data, Student Data, personnel information, financial information, technical information, product plans, business strategies, trade secrets, and proprietary information. Confidential Information does not include information that: (a) is or becomes generally known to the public through no breach of this Agreement by the receiving Party; (b) was lawfully known to the receiving Party prior to disclosure by the disclosing Party; (c) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information; or (d) is lawfully received from a third party without restriction and without breach of any obligation of confidentiality.

e. **District Data** means all data and information, other than Student Data, that relates to a Participating District, its employees, contractors, administrators, teachers, or families, that is provided to or collected by Vendor in connection with this Agreement, including usage data, account information, and related records.

f. **Participating District** means any component school district within the BOCES region that elects to participate in the cooperative services arrangement effected by this Agreement, as evidenced by an executed participation schedule, service order, or other binding instrument between such district and BOCES and/or Vendor that references this

Agreement.

g. **Services** means the professional development, training, family education, software, applications, chatbot functionality, content, support, and related services to be provided by Vendor under this Agreement, as more fully described in **Exhibit A** (Scope of Services and Service Levels) and any applicable Service Order entered into pursuant to this Agreement.

h. **Service Order** means a written order, schedule, or participation document, in a form mutually approved by BOCES and Vendor, pursuant to which a Participating District subscribes to the Services under this Agreement, including related pricing, term, user counts, and implementation details.

i. **Student Data** means any information that is directly related to an identifiable current or former student and that is maintained by or on behalf of BOCES or a Participating District, including education records as defined in FERPA (34 C.F.R. § 99.3), student data, personally identifiable information, and teacher or principal data as defined in NY Ed Law 2d and 8 N.Y.C.R.R. Part 121, whether provided to Vendor by BOCES or a Participating District, or collected, generated, or maintained by Vendor on their behalf pursuant to this Agreement.

j. **Subcontractor** means any third party engaged by Vendor to perform any portion of the Services or to receive, store, process, or otherwise have access to Student Data, District Data, or other BOCES Data on Vendors behalf.

k. **User** means any individual authorized by BOCES or a Participating District to access or use the Services, including, without limitation, administrators, teachers, staff, family members, and, to the extent applicable, students, including users authorized through a Participating District only to the extent consistent with the applicable Service Order and this Agreement.

2. **Term; Participating Districts; Relationship of the Parties.**

a. **Term.** The term of this Agreement shall commence on the Effective Date and continue for an initial period of one (1) year the “**Initial Term**”), unless earlier terminated in accordance with this Agreement. BOCES may terminate any Participating District’s participation in whole or in part without terminating the Agreement as to other Participating Districts.

b. **Participating Districts; Cooperative Services.** BOCES enters into this Agreement on its own behalf and as a contracting entity for the benefit of its component school districts that elect to participate in cooperative services.

i. Each Participating District that elects to obtain Services under this Agreement shall execute a Service Order or participation form referencing this Agreement and identifying the Services to be provided, fees, implementation schedule, and any district-specific requirements.

ii. By executing a Service Order or participation form, each Participating District agrees to be bound by the terms and conditions of this Agreement as if it were a direct party to this Agreement, and Vendor agrees to provide the Services to such Participating District pursuant to this Agreement.

iii. BOCES shall have the authority to coordinate Services, billing, and administration on behalf of the Participating Districts, as set forth in this Agreement and any applicable Service Orders. To the extent permitted by Applicable Law, BOCES may act as agent and/or intermediary for the Participating Districts for procurement, payment processing, and contract administration purposes, and BOCES may suspend or discontinue participation of any district for compliance, budgetary, or procurement reasons.

c. **Relationship of the Parties.** Vendor is an independent contractor and not an employee, partner, joint venturer, or agent of BOCES or any Participating District for any purpose, except to the extent Vendor is deemed an Authorized Representative under FERPA and/or a third-party contractor under NY Ed Law 2d solely for the limited purposes set forth in this Agreement. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer/employee relationship between the Parties.

d. **No Exclusivity.** Nothing in this Agreement shall be construed to grant Vendor exclusive rights to provide services of the type contemplated herein to BOCES or its component school districts, and BOCES and the Participating Districts reserve the right to enter into agreements with other vendors for similar or overlapping services.

3. Scope of Services.

a. **General Description.** Vendor shall provide the Services to BOCES and the Participating Districts, described on Exhibit A.

b. **Changes to Services.** Vendor may not make any material modification or enhancement to the Services that affects functionality, privacy, security, age-appropriateness, or data use without BOCES's prior written consent. Vendor may make non-material modifications or enhancements to the Services from time to time, provided that:

i. Such changes do not materially diminish the functionality or features of the Services purchased by BOCES or the Participating Districts;

ii. Vendor provides reasonable advance notice of any material changes that may affect Users use of, or access to, the Services; and

iii. Any changes remain in compliance with this Agreement and Applicable Law.

c. **Professional Standards.** Vendor shall perform the Services in a professional manner consistent with generally accepted industry standards for educational technology and professional development providers and in conformance with all Applicable Laws and the terms of this Agreement, including but not limited to any requirements applicable

to data security, privacy, accessibility, and records retention.

4. Data Use; FERPA; NY Education Law § 2d; Other Privacy Laws.

a. Status Under FERPA.

i. To the extent Vendor receives or has access to Student Data, Vendor acknowledges that such data may constitute education records under FERPA and agrees that it will act as a school official with a legitimate educational interest and/or Authorized Representative for purposes of FERPA, as determined by BOCES or the relevant Participating District. Vendor provides administrative and informational support only and shall not make educational, disciplinary, clinical, or safety determinations. BOCES or relevant Participating Districts retain decision-making authority.

ii. Vendor shall use Student Data only for the purpose of providing the Services under this Agreement and for no other purpose except as expressly permitted by this Agreement or as required by Applicable Law, and in all cases consistent with FERPA.

iii. Vendor shall not disclose Student Data to any third party except: (a) to Subcontractors that are bound by written obligations of confidentiality and data security consistent with this Agreement and that require such data to perform services for Vendor in support of the Services; (b) as directed in writing by BOCES or the relevant Participating District; or (c) as required by law, subject to the notice and cooperation obligations set forth in this Agreement.

b. Status Under NY Education Law § 2d and Part 121.

i. Vendor acknowledges that it may be deemed a third-party contractor within the meaning of NY Ed Law 2d and applicable regulations and that Student Data and certain teacher or principal data provided or made available to Vendor in connection with this Agreement are subject to NY Ed Law 2d and 8 N.Y.C.R.R. Part 121. Vendor agrees to comply with all requirements of NY Ed Law 2d and Part 121 applicable to third-party contractors, including, without limitation:

1. Implementing appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of Student Data and teacher or principal data;
2. Prohibiting the sale or use for marketing or commercial purposes of any Student Data, teacher, or principal data; and
3. Providing a data security and privacy plan and supplemental documentation, upon

request, consistent with the requirements of NY Ed Law 2d and BOCESs and the Participating Districts data security and privacy policies, including the Parents Bill of Rights.

- c. **COPPA and Children's Privacy.** If the Services involve the collection of personal information directly from children under the age of 13, Vendor shall comply with COPPA and related regulations, except to the extent BOCES or the Participating Districts provide consent on behalf of parents or guardians in accordance with COPPA and applicable education guidance. Vendor shall not use, disclose, or retain personal information collected from children under the age of 13 except as necessary to deliver the Services, to maintain and improve the Services in a manner consistent with this Agreement and Applicable Law, or as required by law.
- d. **Permitted Uses of Data.** Vendor may use Student Data and District Data solely to:
 - i. **Provide, maintain, and support the Services;**
 - ii. Configure, customize, and improve the Services for BOCES and the Participating Districts;
 - iii. Generate De-Identified Data (as defined below) for internal research, analytics, and service improvement purposes, provided that such data cannot reasonably be used to identify an individual student or other identifiable individual and that no such De-Identified Data shall be publicly disclosed in a manner that would permit re-identification; and
 - iv. Comply with legal obligations as further described herein.
- e. **Prohibited Uses of Data.** Vendor shall not use Student Data or District Data to engage in targeted advertising to Users or their families, to develop user profiles for non-educational purposes, or for any commercial purpose not explicitly authorized by this Agreement.
- f. **De-Identified Data.** For purposes of this Agreement, **De-Identified Data** means data from which all direct and indirect personal identifiers have been removed such that the risk of re-identification of any individual is minimal under the circumstances. Any use of De-Identified Data by Vendor shall be in accordance with Applicable Law, and Vendor shall not attempt to re-identify any individual from De-Identified Data.
- g. **Access and Correction Rights.**
 - i. Vendor acknowledges that students and parents/guardians have certain rights to access and request amendment of education records under FERPA and, where applicable, NY Ed Law 2d.
 - ii. Vendor shall, upon reasonable written request from BOCES or a Participating District, provide access to Student Data in a manner that permits BOCES or the Participating District to respond to requests to inspect or review student education records, and to fulfill applicable record correction or amendment requests.

h. Data Retention and Destruction.

- i. Vendor shall retain Student Data and District Data only for so long as is reasonably necessary to provide the Services to BOCES and the Participating Districts, or as required by Applicable Law.
 - ii. Upon the earlier of (a) termination or expiration of the Agreement as to BOCES or a Participating District, or (b) receipt of a written request from BOCES or a Participating District, Vendor shall, at BOCESs or the relevant Participating Districts direction, promptly:
 - 1. Return to BOCES or the Participating District, in a mutually agreed, commercially reasonable, and readily usable format (such as CSV or similar common format), all requested Student Data and District Data; and/or
 - 2. Securely destroy or delete all copies of Student Data and District Data in Vendors possession, custody, or control, including data held by Subcontractors, except for copies retained in backup or archival media that are maintained in the ordinary course of business and subject to ongoing confidentiality and security obligations; provided that such backup copies shall be destroyed in accordance with Vendors written data retention and destruction policies.
 - iii. Upon completion of data return and/or destruction, Vendor shall provide a written certification of destruction to BOCES and, as applicable, the Participating District, signed by an authorized officer of Vendor.
- i. **Law Enforcement and Legal Process.** If Vendor receives any subpoena, court order, or other legal process requesting disclosure of Student Data or District Data, Vendor shall, to the extent legally permitted:
- i. Promptly notify BOCES and the relevant Participating District in writing, providing a copy of the legal process; and
 - ii. Cooperate with BOCES and the Participating District in evaluating and responding to such request, including asserting any appropriate objections or protections, as directed by BOCES or the Participating District.

5. Data Security

- a. **Security Program.** Vendor shall implement and maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of Student Data, District Data, and other BOCES Data, in accordance with industry standards and Applicable Law, including NY Ed Law 2d and Part 121.
- b. **Minimum Safeguards.** Without limiting the generality of the foregoing, Vendor shall:
 - i. Limit access to Student Data, District Data, and other Confidential Information to those employees, agents, and Subcontractors who have a legitimate business need for such access in order to perform the Services and who are bound by confidentiality and data security obligations no less protective than those set forth in this Agreement;
 - ii. Implement reasonable access controls, including user authentication, role-based authorization, and session management;
 - iii. Encrypt Student Data and other sensitive personal information in transit using industry-standard encryption protocols (e.g., TLS) and, to the extent reasonably practicable, at rest using cryptographic methods consistent with industry standards and Applicable Law;
 - iv. Maintain up-to-date security patches and software updates for systems used to store or process Student Data and District Data;
 - v. Implement procedures to detect, prevent, and respond to security incidents, including intrusion detection, logging, and monitoring;
 - vi. Conduct periodic risk assessments and security testing, including vulnerability scanning and, as appropriate, penetration testing;
 - vii. Maintain written policies and procedures addressing information security, incident response, data retention and destruction, and employee training on privacy and security obligations; and
 - viii. Comply with any additional security requirements set forth in Exhibit B (Data Security and Privacy Plan), Exhibit C (Parents' Bill of Rights), and Exhibit D (Parents' Bill of Rights – Supplemental Information Addendum).

c. Security Incident and Breach Notification.

- i. **Security Incident Definition.** For purposes of this Agreement, a **Security Incident** means any actual or reasonably suspected unauthorized access, acquisition, use, disclosure, modification, or destruction of Student Data, District Data, or other BOCES Data in Vendors or its Subcontractors possession, custody, or control, or any incident that materially compromises the confidentiality, integrity, or availability of such data or Vendor systems that store or process such data.
- ii. **Notification.** Vendor shall notify BOCES in writing of any Security Incident involving Student Data, District Data, or other BOCES Data:
 1. Without unreasonable delay, and in no event later than the earliest time required by Applicable Law, after Vendor becomes aware of the Security Incident; and
 2. In any case, sufficiently promptly to enable BOCES and the affected Participating District(s) to comply with any applicable legal or regulatory reporting obligations and internal policies.
 3. **Content of Notice.** Such notice shall include, to the extent known at the time: (a) a general description of the nature of the Security Incident; (b) the categories and approximate number of records and individuals affected; (c) the likely consequences of the incident; and (d) the measures taken or proposed to address and mitigate the incident.
- iii. **Investigation and Remediation. Vendor shall:**
 1. Promptly investigate any Security Incident, take appropriate steps to contain, mitigate, and remediate its effects, and cooperate fully with BOCES and the affected Participating District(s) in such efforts;
 2. Provide regular updates to BOCES regarding the status of the investigation and remediation; and
 3. Implement appropriate measures to prevent a recurrence of similar incidents.

iv. Notification to Individuals. As between Vendor and BOCES/Participating Districts, and unless otherwise required by Applicable Law:

1. BOCES and/or the affected Participating District(s) shall have the right to determine whether notifications to affected individuals, regulators, or other third parties are legally required or appropriate; and
2. Vendor shall cooperate with BOCES and the affected Participating District(s) in preparing and issuing any such notifications and shall not issue any public statement regarding the Security Incident that includes reference to BOCES, a Participating District, or their students without prior written approval, unless required by law.

v. Audit and Assessment Rights.

1. Upon reasonable written notice, and no more than once annually (unless a Security Incident or material security concern has occurred), Vendor shall provide to BOCES, and upon request to Participating Districts, copies of: (a) summaries of Vendors most recent third-party security assessments, certifications, or audits (such as SOC 2 reports or similar); or (b) a written summary of Vendors security controls and compliance posture, sufficient to demonstrate Vendors adherence to this Agreement and Applicable Law.
2. Upon reasonable prior written notice and during normal business hours, BOCES or its designee may conduct, or cause to be conducted, a reasonable security and privacy assessment or audit of Vendors relevant policies, procedures, and systems as they relate to Student Data and District Data, provided that such activities (a) are subject to reasonable confidentiality protections and (b) do not unreasonably interfere with Vendors business operations or compromise the security of other customers data.

6. Subcontractors

- a. **Use of Subcontractors.** Vendor may engage Subcontractors to perform portions of the Services *only with BOCES prior written approval where required by this Agreement*, provided that:
- i. Vendor remains fully responsible for the performance of all obligations under this Agreement and for the acts and omissions of its Subcontractors as if such acts and omissions were those of Vendor and Vendor shall remain fully liable for all acts and omissions of its Subcontractors; and
 - ii. Vendor enters into a written agreement with each Subcontractor that:
 1. Imposes confidentiality, data protection, and security obligations that are at least as protective as those set forth in this Agreement, including breach notification, data deletion, audit cooperation, and return obligations; and
 2. Prohibits the Subcontractor from using Student Data or District Data for any purposes other than providing services to Vendor in support of Vendors obligations under this Agreement.

7. Confidentiality.

- a. **Obligations. Each Party (the Receiving Party) agrees that it shall:**
- i. Maintain the confidentiality of the other Party's (the "**Disclosing Party**") Confidential Information using at least the same degree of care that it uses to protect its own confidential information of a similar nature, and in no event less than a reasonable degree of care;
 - ii. Use the Disclosing Party's Confidential Information solely for purposes of performing, or receiving the benefit of, this Agreement; and
 - iii. Not disclose the Disclosing Party's Confidential Information to any third party except: (a) to its employees, officers, directors, agents, and Subcontractors who have a need to know such information in order to perform this Agreement and who are bound by confidentiality obligations at least as protective as those set forth herein; or (b) as required by law, subject to any applicable notification requirements under this Agreement.
- b. **Compelled Disclosure.** If the Receiving Party is required by law, regulation, or legal process to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall, to the extent legally permissible, provide the Disclosing

Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy, and the Receiving Party shall only disclose that portion of the Confidential Information that is legally required to be disclosed.

- c. **Equitable Relief.** Each Party acknowledges that unauthorized disclosure or use of the other Party's Confidential Information may cause irreparable harm for which monetary damages may be inadequate, and therefore that the Disclosing Party shall be entitled, in addition to any other remedies available at law or in equity, to seek injunctive or other equitable relief to prevent or curtail any such unauthorized disclosure or use, without the necessity of posting a bond.

8. Intellectual Property; License Grants.

- a. **Vendor Intellectual Property.** Vendor retains all right, title, and interest, including all intellectual property rights, in and to:
 - i. The Services, including all software, source code, algorithms, user interfaces, designs, documentation, templates, tools, and underlying technology;
 - ii. Any content, materials, and resources created by or on behalf of Vendor, including emotional regulation content, training materials, modules, and chatbot prompts and scripts (except to the extent they incorporate BOCES Data or District Data); and
 - iii. Any modifications, enhancements, improvements, or derivative works of the foregoing, whether created by or for Vendor, BOCES, or a Participating District, except to the extent specifically agreed otherwise in writing.
- b. **BOCES and District Intellectual Property.** BOCES and the Participating Districts retain all right, title, and interest, including all intellectual property rights, in and to:
 - i. BOCES Data and District Data, including Student Data;
 - ii. Any content, curriculum, or materials created solely by BOCES or a Participating District, independent of the Services; and
 - iii. Any logos, trademarks, or names of BOCES or the Participating Districts.
- c. **License to Vendor.** BOCES and each Participating District hereby grant to Vendor a limited, nonexclusive, nontransferable (except as permitted under this Agreement), revocable license, during the Term, to use BOCES Data and District Data solely as necessary to provide the Services, to fulfill Vendors obligations under this Agreement, and to exercise Vendors rights expressly set forth herein.

d. **License to BOCES and Participating Districts.** Subject to the terms and conditions of this Agreement and payment in full of all fees due hereunder:

- i. Vendor hereby grants to BOCES and each Participating District a limited, nonexclusive, nontransferable (except as between BOCES and its component districts as contemplated herein), non-sublicensable license, during the applicable Service Order term, to access and use the Services and Vendor content for the internal educational and administrative purposes of BOCES and the Participating Districts, including use by their authorized administrators, teachers, staff, students (if applicable), and families.
- ii. BOCES and the Participating Districts shall not, and shall not permit any third party to: (a) reverse engineer, decompile, disassemble, or attempt to derive the source code of any software underlying the Services; (b) modify, adapt, or create derivative works from the Services, except as expressly permitted by Vendor; (c) remove, alter, or obscure any copyright, trademark, or other proprietary notices; or (d) access or use the Services to develop or operate a competing service or product.

9. **Fees; Payment; Taxes**

- a. **Fees.** The fees payable by BOCES or Participating Districts for the Services shall be as set forth in **Exhibit A** and in any applicable Service Order.
- b. **Invoicing and Payment.** Unless otherwise specified in Exhibit A or an applicable Service Order:
 - i. Vendor shall invoice BOCES and/or Participating Districts, as applicable, annually, for the Services;
 - ii. Payments shall be due within thirty (30) days after receipt of a correct and undisputed invoice for Services actually delivered and accepted, subject to applicable public-entity requirements;
 - iii. Vendor acknowledges that BOCES and Participating Districts may be subject to specific procurement, budgeting, and appropriation requirements and agrees to cooperate with reasonable documentation and invoicing requirements imposed by such entities. BOCES may withhold disputed amounts in good faith without interest, penalty, or suspension.
- c. **Taxes.** BOCES and Participating Districts are generally exempt from sales and use taxes. Vendor shall not charge such taxes to BOCES or Participating Districts upon

receipt of a valid exemption certificate. Vendor shall be responsible for all taxes based on its income, property, or employees. Vendor shall cooperate with any tax-exemption documentation or audit requests.

10. Representations and Warranties

a. **Mutual Representations and Warranties.** Each Party represents and warrants that:

- i. It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization and has all requisite power and authority to enter into this Agreement and perform its obligations hereunder;
- ii. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on its part; and
- iii. This Agreement constitutes a valid and binding obligation of such Party, enforceable in accordance with its terms, subject to applicable laws relating to sovereign immunity (if any), bankruptcy, insolvency, and general principles of equity.

b. **Vendor Representations and Warranties.** Vendor further represents and warrants that:

- i. The Services will be provided in a professional manner, consistent with generally accepted industry standards;
- ii. Vendor will comply with all Applicable Laws in the performance of its obligations under this Agreement, including FERPA, NY Ed Law 2d, COPPA, and applicable data security and breach notification laws;
- iii. To Vendors knowledge, the Services and Vendors provision thereof do not infringe any valid intellectual property rights of any third party; and
- iv. Vendor has implemented an information security program consistent with all applicable sections of this Agreement.

c. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, VENDOR DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. VENDOR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERRORFREE, OR THAT ALL DEFECTS WILL BE CORRECTED, BUT VENDOR SHALL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY MATERIAL NONCONFORMITIES. NO DISCLAIMER LIMITS VENDOR'S

OBLIGATIONS CONCERNING PRIVACY, DATA SECURITY,
CONFIDENTIALITY, OR COMPLIANCE WITH APPLICABLE LAW.

11. Indemnification; Limitation of Liability

a. Indemnification

- i. Each Party (the “**Indemnifying Party**”) agrees to indemnify, defend, and hold harmless the other Party (the “**Indemnified Party**”) against all third-party claims, damages, losses, and expenses, including reasonable attorney’s fees, arising out of the Indemnifying Party’s breach of this Agreement or its negligent or intentional misconduct in the performance of this Agreement, including but not limited to claims relating to handling of Student Data, District Data, or Confidential Information, and any violation of FERPA, NY Ed Law 2-d, COPPA, or breach-notification obligations. This provision shall survive termination of the Agreement.
- ii. **Exclusions from IP Indemnity.** Vendor shall have no obligation to indemnify under Section 11(a)(i) to the extent an infringement claim arises from: (a) use of the Services in combination with products, services, or data not provided by Vendor, where the claim would not have arisen but for such combination; (b) modification of the Services by any party other than Vendor or its authorized agents, where the claim would not have arisen but for such modification; or (c) use of the Services in breach of this Agreement or contrary to Vendors written instructions.

b. [Intentionally omitted]

- c. **Allocation Among Participating Districts.** As between BOCES and the Participating Districts, any recovery under this Agreement shall be allocated in accordance with internal arrangements among BOCES and its component districts; Vendor shall not be responsible for disputes among BOCES and the Participating Districts regarding allocation.

12. Termination; Suspension.

a. Termination for Cause.

- i. In the event of any material breach of this Agreement, the Parties agree to enter into good faith discussions to resolve the matter within thirty (30) days of written notice by either Party identifying the issue. If the material breach is not resolved within this thirty (30) day resolution period, the non-breaching Party may terminate this Agreement by providing an additional thirty (30) days’ written notice to the other Party.

- ii. Either Party may terminate this Agreement, in whole or as to any particular Participating District, upon written notice to the other Party, with or without cause, upon ninety (90) days' written notice.
 - iii. **Termination for Non-Appropriation.** Vendor acknowledges that BOCES and the Participating Districts are subject to appropriation and budgeting requirements. If funds are not appropriated or otherwise made available for continuation of this Agreement or any Service Order, BOCES or the affected Participating District may terminate this Agreement or the applicable Service Order, without penalty, upon written notice to Vendor, effective at the end of the then-current fiscal period for which funds have been appropriated.
- b. **Suspension.** Vendor may suspend access to the Services as to BOCES or a Participating District:
 - i. Upon written notice and a reasonable opportunity to cure, in the event of a material breach of this Agreement by BOCES or the Participating District that, if uncured, would give rise to a right of termination for cause; or
 - ii. Immediately, if Vendor reasonably determines that suspension is necessary to prevent or mitigate a Security Incident or other material threat to its systems or to the data of its customers, provided that Vendor shall use commercially reasonable efforts to limit the scope and duration of any such suspension and shall promptly restore access when the threat is resolved.
- c. **Effect of Termination.** Upon expiration or termination of this Agreement, or termination of a Participating District's participation:
 - i. All rights and licenses granted to BOCES and the affected Participating District(s) to use the Services shall immediately cease as of the effective date of termination, except as necessary to effectuate data return and transition;
 - ii. Vendor shall return and/or destroy Student Data and District Data as required by this Agreement;
 - iii. Each Party shall return or destroy the other Party's Confidential Information in its possession, custody, or control, subject to reasonable archival practices and legal retention requirements; and
 - iv. Any amounts owed by BOCES or a Participating District for Services properly performed prior to the effective date of termination shall become due and payable in accordance with the payment terms herein.
 - v. Sections of this Agreement which by their nature should survive termination (including but not limited to Sections 1, 4(h), 5, 6, 7, 8, 9 (with respect to accrued

payment obligations), 10(c), 11, 12(d)(v), 13, and 14 shall survive any expiration or termination of this Agreement.

13. **Dispute Resolution; Governing Law; Venue**

- a. **Informal Resolution.** In the event of any dispute, claim, or controversy arising out of or relating to this Agreement (a “**Dispute**”), the Parties shall first attempt in good faith to resolve the Dispute through informal discussions between designated representatives of each Party. If the Dispute is not resolved within thirty (30) days after written notice of the Dispute, either Party may pursue the remedies available under this Agreement and Applicable Law.
- b. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York, without giving effect to any choice-of-law or conflict-of-laws provisions that would require application of the laws of another jurisdiction.
- c. **Venue.** Subject to any mandatory administrative or statutory requirements applicable to BOCES, any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in a state court of competent jurisdiction located in Oneida County, New York. Each Party hereby consents to the personal jurisdiction and venue of such court and waives any objection based on forum non conveniens or improper venue, to the extent permitted by Applicable Law.
- d. **No Jury Trial Waiver Unless Authorized.** To the extent permitted by Applicable Law and upon the advice and approval of BOCES counsel, the Parties may agree to waive trial by jury; otherwise, nothing herein shall be construed as a waiver by BOCES or any Participating District of any constitutional or statutory right to trial by jury.
- e. **Sovereign Immunity.** Nothing in this Agreement shall be deemed or construed as a waiver of any immunities, defenses, or limitations of liability afforded to BOCES or the Participating Districts under Applicable Law, including without limitation the doctrine of sovereign immunity and provisions governing the expenditure of public funds.

14. **Miscellaneous**

- a. **Insurance.** Vendor shall maintain, at its own expense, professional liability, general liability, and workers’ compensation insurance coverage during the term of this Agreement. Certificates of insurance shall be provided to BOCES upon request. Failure to maintain such insurance shall be considered a material breach and grounds for Termination for Cause if not cured in accordance with Section 12(b). Vendor shall provide evidence of coverage and notice of cancellation or material reduction

- b. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”) shall be in writing and shall be deemed to have been given: (i) When delivered by hand (with written confirmation of receipt); (ii) When received by the addressee if sent by a nationally recognized overnight courier (with tracking and confirmation of delivery); (iii) or upon the fifth (5th) business day after mailing, if sent by certified or registered mail, return receipt requested, postage prepaid. Notices shall be sent to the addresses set forth below, or to such other address as a Party may designate by Notice to the other Party:

If to BOCES:

-

Attention: Christopher Hill
Assistant Superintendent
Oneida-Herkimer-Madison BOCES
4747 Middle Settlement Road, New Hartford, NY 13413

If to Vendor: Alyssa
Campbell Seed and
Sew, LLC
1085 Pine Street Burlington, VT 05401
Attention: CEO

- c. **Assignment.** Vendor may not assign or transfer this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of BOCES, which consent shall not be unreasonably withheld, conditioned, or delayed, except that Vendor may assign this Agreement without such consent to a successor-in-interest in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Vendors assets, provided that (a) such successor is not a competitor of BOCES or a Participating District; and (b) the successor agrees in writing to assume all of Vendors obligations under this Agreement. BOCES may assign or delegate its rights and obligations under this Agreement to another public entity or authority as permitted under Applicable Law, including any successor BOCES entity. Any purported assignment in violation of this Section shall be null and void.
- d. **Amendments; Changes in Law.** No amendment or modification of this Agreement shall be effective unless in writing and signed by duly authorized representatives of both Parties. If any change in Applicable Law, including but not limited to FERPA, NY Ed Law 2d, or related regulations, materially affects the Parties obligations under this Agreement, the Parties shall in good faith negotiate appropriate amendments to ensure ongoing compliance. If the Parties are unable to agree on such amendments within a reasonable period, either Party may terminate this Agreement or the affected portion thereof upon written notice, without penalty.

- e. **Entire Agreement.** This Agreement, including all exhibits and Service Orders referenced herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements, negotiations, representations, and understandings, whether written or oral, relating to such subject matter.
- f. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the Agreement shall be interpreted to best reflect the original intentions of the Parties.
- g. **Waiver.** No waiver of any term or condition of this Agreement shall be effective unless in writing and signed by the Party against whom the waiver is asserted. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- h. **Force Majeure.** Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (other than obligations to pay money when due and obligations related to data security and confidentiality to the extent reasonably within the Party's control) if such failure or delay is due to events beyond its reasonable control, including acts of God, natural disasters, epidemics, pandemics, war, terrorism, civil disturbances, labor disputes, failures of utilities or telecommunications, or governmental actions (each, a "**Force Majeure Event**"). The affected Party shall promptly notify the other Party of the occurrence of a Force Majeure Event and use reasonable efforts to mitigate the effects thereof. No Force Majeure Event excuses data security, confidentiality, breach-notice, or deletion obligations to the extent within Vendor's control.
- i. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile, PDF, or other electronic means shall be deemed original signatures for all purposes.
- j. **No Third-Party Beneficiaries; Exception for Participating Districts.** Except as expressly provided herein, this Agreement is for the sole benefit of the Parties and their permitted successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature. Notwithstanding the foregoing, each Participating District is an intended third-party beneficiary of this Agreement with respect to the Services it receives, and may enforce the provisions of this Agreement directly against Vendor to the same extent as if it were a Party to this Agreement, solely with respect to such Participating Districts own data and the

Services provided to it.

IN WITNESS WHEREOF, the Parties have caused this Master Services and Data Protection Agreement to be executed by their duly authorized representatives as of the Effective Date.

Oneida-Herkimer-Madison BOCES

By: _____

Name: Michelle Anderson

Title: Cooperative Board President

Date: _____

SEED AND SEW, LLC

By: Alyssa Campbell

Name: Alyssa Campbell

Title: CEO

Date: 5/11/2026

Exhibit A Scope of Services

Description of Services. Without limiting the generality of Section 3 of the Agreement, the Services shall include:

Professional Development for Staff. Delivery of structured professional development online and/or in-person training sessions for administrators, teachers, and staff addressing emotional regulation.

Family Education. Provision of content, webinars, workshops, and materials designed for parents and guardians to support emotional regulation at home.

Application and Platform. Access to Vendors online platform and/or mobile application providing:

- User accounts for authorized administrators, teachers, staff, families, and, where applicable, students;
- Personalized dashboards, progress tracking (as configured by the Participating District), and resource libraries;

Chatbot Functionality. Deployment of an automated conversational artificial intelligence agent offering informational guidance-based, non-clinical, legal or disciplinary directives including:

- On-demand guidance and content related to emotional regulation;
- Configurable access for staff, families, and, if applicable, students, with age-appropriate content and safeguards;
- Logging of interactions in a manner consistent with privacy and data minimization requirements;
- Outputs are intended to support adult decision-making, not replace professional judgment.

Any student-facing AI feature requires BOCES's prior written approval.

1. Fee Structure.

- 1. License/Subscription Fees.** Fees may be structured on one or more of the following bases, as set forth in each Service Order:

- Per-School or per-District fees based on enrollment or other agreed metrics;
- Flat annual fees for BOCES-wide Services.

2. Implementation and Training Fees. One-time or recurring fees for implementation, onboarding, configuration, integration, and training, as specified in the applicable Service Order.

2. Payment Terms.

1. Vendor shall invoice BOCES and/or Participating Districts in accordance with the schedule specified in the applicable Service Order (e.g., annually in advance, semi-annually, or quarterly).
2. Payment shall be due within [thirty (30)] days of the invoice date, subject to verification that the invoice is correct and consistent with applicable procurement requirements.

Service Levels.

- **Availability.** Vendor shall use commercially reasonable efforts to ensure that the core online Services are available at least 95% of the time during each calendar month, excluding scheduled maintenance windows and events of Force Majeure.
- **Maintenance Windows.** Vendor may schedule routine maintenance during low-usage periods (e.g., evenings and weekends), with reasonable advance notice to BOCES and Participating Districts. Emergency maintenance may be conducted as needed to address critical issues, with prompt notice where practicable.
- **Support.** Vendor shall provide technical support during normal business hours EST via email, and shall use commercially reasonable efforts to:
 1. Respond to high-priority support requests (system outages or critical impact) within four business hours;
 2. Respond to medium-priority requests (significant but non-critical impact) within one business day; and
 3. Respond to low-priority requests (general questions, minor issues) within three business days.

- **Remedies for Service Level Failures.** If Vendor fails to meet the availability commitments set forth above for three consecutive calendar months or for four or more months in any rolling twelve-month period, the Parties shall meet to discuss appropriate remedial measures, which may include service credits, enhanced support, or other mutually agreed remedies, without prejudice to BOCESs and the Participating Districts other rights under the Agreement.

EXHIBIT B

Data Security and Privacy Plan

WHEREAS, the Oneida Herkimer Madison BOCES (hereinafter “BOCES”) and Seed and Sew, LLC (“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 BOCES.

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the BOCES’ Data Security and Privacy Policy in the following way(s): Please refer to Sections 4 and 5 of contract.
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: Please refer to Section 5 of contract.
3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the BOCES’ 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.
 - d. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the BOCES, all student data and all teacher and principal data in accordance with the “Supplemental Information” appended to the agreement. 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: All employees are trained on an annual basis regarding data privacy and security measures.

5. Subcontractors: Contractor shall utilize subcontractors. Contractor shall manage the relationships and contracts with such subcontractors in the following ways in order to ensure personally identifiable information is protected: Refer to Section 6 of contract.

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 BOCES. Refer to Section 5 of contract.*

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



Title

CEO

Date

5/11/2026

EXHIBIT C

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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

EXHIBIT D

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 Seed and Sew, LLC (the "Company") are limited to the purposes authorized in the contract between the Company and the Oneida Herkimer Madison BOCES (the "BOCES") commencing and expiring on the dates set forth therein (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; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the BOCES in JSON format and/or destroyed by the Company as directed by the BOCES.
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 BOCES in a Company's product and/or service by following the BOCES' 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 BOCES in the Company's product and/or service by following the appeal procedure in the BOCES' 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 BOCES 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.

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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

Scott Morris
*Assistant Superintendent
for Support Services*
T: 315.793.8572
F: 315.793.8652
smorris@oneida-boces.org

IX D.8.
Approval of Contract
Summer Food Service Program with
Town of Russia 2026
June 10, 2026

MEMORANDUM

TO: Cooperative Board

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

DATE: May 18, 2026

SUBJECT: Approval of Contract: 2026 Summer Food Service Program Contract with Town
of Russia 

PREPARED BY: Scott Morris / Kathleen Dorr

Background:

This summer, OHM BOCES Food Service is operating 30 Summer Food Service Program (SFSP) sites. While most are managed by our staff from participating district kitchens, Kuyahoora Valley Town Park in the Town of Russia has requested OHM BOCES to act as its sponsoring agency. An SFSP sponsor is an organization approved to administer the Summer Food Service Program (SFSP).

Similar circumstances occurred during the summer of 2025, when OHM BOCES served as the sponsoring agency for the Town of Russia after the Town was unable to complete the application process independently. The Town of Russia did not submit their application to administer the program on time, and Child Nutrition Services recommended that they contact OHM BOCES in order to continue feeding the children in their community.

It is the intent of both parties that the Town of Russia will complete the necessary application process to become its own SFSP sponsor beginning in summer 2027.

Discussion:



Oneida-Herkimer-Madison BOCES

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

To ensure mutual understanding of responsibilities and expectations, Attorney Jeffery Lewis of Ferrara Fiorenza PC has prepared a contract for both parties.

OHM BOCES Food Service is partnering with the Town of Russia/Kuyahoor Park to provide unitized breakfast and lunch meals (including milk) as part of the Summer Food Service Program. Per the Town of Russia's request, they will utilize their own staff and facilities to prepare and serve compliant, safe meals, maintain all required records, and ensure health-code adherence. OHM BOCES will review menus, submit meal claims for reimbursement, and then reimburse the Town for meals served at the agreed-upon contracted rate. This agreement is intended to provide transitional support for the 2026 summer program while the Town prepares to independently administer the SFSP in future years.

Recommendation:

It is recommended that the Cooperative Board approve the agreement with the Town of Russia/Kuyahoor Park to act as the sponsoring agency for the Summer Food Service Program.

Resolution:

That the Cooperative Board approve the agreement with the Town of Russia/Kuyahoor Park to act as the sponsoring agency for the Summer Food Service Program.

AGREEMENT TO FURNISH FOOD SERVICE FOR THE NEW YORK STATE SUMMER FOOD SERVICE PROGRAM (SPONSOR/SCHOOL)

THIS AGREEMENT is made and entered into between Oneida Herkimer Madison BOCES (SFSP Sponsor) and the Town of Russia/Kuyahoor Park.

The Town of Russia agrees to supply unitized meals inclusive of milk to Oneida Herkimer Madison BOCES with and for the prices herein listed:

Breakfast.....\$ 2.83 each Lunches.....\$5.02 each

It is further agreed that the Town of Russia, pursuant to the provisions of the Summer Food Service Program regulations, attached copy of which is part of this agreement will assure that: said meals meet the minimum meal pattern requirements as to components and portion sizes, NYS sanitary codes are complied with and full and accurate records that the sponsor will need to be maintained in order to meet its responsibility including menus, production records containing the amounts of food prepared and portion sizes and the daily number of meals delivered by type.

The Town of Russia is responsible for compliance all food safety requirements, including but not limited to obtaining all required health permits. OHM BOCES shall review the menu for compliance with applicable regulations. OHM BOCES will claim meals for applicable reimbursement, and agrees to pay Town of Russia the established amount per meal set forth above.

These records must be reported in writing to Oneida Herkimer Madison BOCES promptly at the end of each week. Oneida Herkimer Madison BOCES agrees also to retain records required under the preceding clause for a period of 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress or if required by the LGS-1 records retention schedule); and upon request, to make all accounts and records pertaining to the Program available to representatives of the U.S. Department of Agriculture, NYS Education Department, and the General Accounting Office for audit or administrative review at a reasonable time and place.

This Agreement shall be effective as of June 29, 2026 and expires on August 31, 2026. The Agreement may be terminated by notice in writing given by either party hereto to the other, at least 30 day prior to the date of termination.

Each party (for purposes of this Section, 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 Section, 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 operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; 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.

Both parties agree to comply with all applicable federal, state and local statutes, rules and regulations governing the performance of services under this Agreement.

This Agreement shall be governed by New York Law. The venue for any disputes arising in connection with this Agreement shall be a court of competent jurisdiction located in Oneida County, New York.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

Patricia N. Kilburn, Ed.D., District Superintendent, Oneida-Herkimer-Madison BOCES

Signature _____ Date _____

Wayne Haver Jr., Town of Russia, Town Supervisor

Signature Wayne Haver Jr. Date 5/15/26



Oneida-Herkimer-Madison BOCES

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

www.oneida-boces.org

MEMORANDUM

IX D. 9.
Approval of Contract
Timothy School/TIM Academy
2026-2027
June 10, 2026

To: Cooperative Board

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

Date: May 14, 2026

Subject: Approval of Timothy School / TIM Academy Contract 2026-2027

Prepared by: Christopher Hill 
Ellen Mahanna 

Background:

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

Discussion:

The contract agreement for 2026-2027 is for the Timothy School / TIM Academy to provide direct and indirect consultative services to all BRIDGES staff. This contract will focus the training in all of the programs due to the increased student's enrollment and new staffing. The Developmental and Multiply Disabled Programs have expanded to twelve classrooms at the main campus and two classrooms at New Hartford CSD. In addition, these consultants provide services to our staff within the 6:1:2 program and 8:1:2+1 program for students on the autism spectrum.

The cost for the Timothy School / TIM Academy training total is \$21,150.00 and will be supported by the program budgets: Cosers 209, 216 and 201.

Recommendation:

It is recommended that the Oneida-Herkimer-Madison Cooperative Board approves the contract agreement between OHM BOCES and the Timothy School / TIM Academy for 2026-2027 with a total expense of \$21,150.00.

Resolution:

That the Oneida-Herkimer-Madison Cooperative Board approve the contract agreement between OHM BOCES and the Timothy School / TIM Academy for 2026-2027 with a total expense of \$21,150.00.

Attachment



**Timothy School/TIM Academy Contract Proposal for
Oneida-Herkimer-Madison BOCES 2026-2027**

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

Scope of Work

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

Term, Termination and Renewal of Contract

Term. Except and unless as terminated under the provisions of this Contract, this Contract shall be in effect from the first day of September 2026 through the last day of June 2027.

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

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

To the School District:

Ellen Mahanna
Principal of Special Education Programs
Oneida-Herkimer-Madison BOCES
4747 Middle Settlement Road
New Hartford, NY 13413
Email: emahanna@oneida-boces.org

To The Timothy School/TIM Academy

Wendy Moran
Director of Consultative Services
The Timothy School
973 Old Lancaster Road
Berwyn, Pennsylvania 19312

Email: wmoran@thetimothischool.org

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

Mutual Insurance and Indemnification Obligations.

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

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

Indemnified Claims.

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

Cost Breakdown

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

6 Site Visits @ \$2750.00 per visit (Duration of each site visit 5.5 hours)	\$16,500.00
30 hours of Indirect Consultative Services @ \$155.00	\$ 4,650.00
Total for contract	\$21,150.00

Additional expenses for travel will include:

- Mileage is based on the IRS standard rate at the time of the travel. We will make every effort to coordinate our visits to the New York area with other local agencies to reduce mileage costs.
- Hotel – single room occupancy (1 or 2 rooms per visit)
- Meals – not to exceed \$60.00 per day/per consultant

The services rendered will be billed monthly to the School District by TIM, with payment due to The Timothy School within 30 days.

Miscellaneous Provisions.

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

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

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

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

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

Date of acceptance _____

Oneida-Herkimer-Madison BOCES

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

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Oneida-Herkimer-Madison BOCES

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www.oneida-boces.org

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

IX. D. 10.
Approval of Designation of the Date of
the Reorganizational/Regular
Meeting July 8, 2026
June 10, 2026

To: Cooperative Board

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

Date: June 2, 2026

Subject: Designation of the Date of the Reorganizational/Regular Meeting in
July 2026

Background:

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

Discussion:

The Reorganizational/Regular meeting must be held during the first 15 days of July, and the tentative list of meetings identifies July 8th as the suggested date for this year's meeting.

Recommendation:

It is recommended that the Board designate July 8, 2026 as the date of its Reorganizational/Regular meeting.

Resolution:

That the Board designate July 8, 2026, the second Wednesday in July, as the date of its Reorganizational/Regular meeting.

**TENTATIVE
SCHEDULE OF THE REGULAR MEETINGS
OF THE COOPERATIVE BOARD
2026-2027**

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

July 8, 2026	THDMLC, Oneida Room, 4:30 p.m. (Reorganizational/Regular)
August 12, 2026	THDMLC, Oneida Room, 4:30 p.m
September 9, 2026	THDMLC, Oneida Room, 4:30 p.m
October 14, 2026	THDMLC, Oneida Room, 4:30 p.m.
November 18, 2026	THDMLC, Oneida Room, 4:30 p.m.
December 9, 2026	THDMLC, Oneida Room, 4:30 p.m

2027

January 13, 2027	THDMLC, Oneida Room, 4:30 p.m
February 10, 2027	THDMLC, Oneida Room, 4:30 p.m
March 10, 2027	THDMLC, Oneida Room, 4:30 p.m
April 7, 2027 (Annual)	THDMLC, Oneida Room, 7:30 p.m
April 14, 2027 (Regular)	THDMLC, Oneida Room, 4:30 p.m
May 12, 2027	THDMLC, Oneida Room, 4:30 p.m.
June 9, 2027	THDMLC, Oneida Room, 4:30 p.m

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

Board Meeting Schedule 2026-27
Board approved:



Oneida-Herkimer-Madison BOCES

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

MEMORANDUM

IX. D. 11.
Approval of Ex Officio Student
Members on the Cooperative Board
June 10, 2026

To: Cooperative Board

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

Date: May 18, 2026

Subject: Approval of Ex Officio Student Members on the Cooperative Board

Prepared by: Christopher Hill 

Background:

The Cooperative Board adopted Policy 2307 to include two (2) ex officio student members of the Board of Cooperative Education Services. These students shall serve for a period of one school year (September – June).

Discussion:

Principals from Instructional Programs and Professional Learning nominated students for ex officio student members on the Cooperative Board. Nominee Colton Minnig is a Holland Patent student who will be in 12th grade and is an electricity student in the CTE program. Nominee Eliany Enamorado is a Utica student who will be in 11th grade and is PTECH student. Both nominees were highly recommended by their principals and are eager to except this role on the OHM BOCES Cooperative Board.

Recommendation:

It is recommended that Colton Minnig and Eliany Enamorado serve as the 2026- 2027 ex officio student members on the Cooperative Board.

Resolution:

That the Cooperative Board approve Colton Minnig and Eliany Enamorado to serve the 2026-2027 ex officio student members on the Cooperative Board.

Policy

SCHOOL BOARD OPERATIONS

2307

EX OFFICIO STUDENT MEMBER OF THE BOARD

I. Statement of Policy

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

II. Scope of Responsibilities

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

III. Selection of Student Board Members

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

IV. Selection Process

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

POLICY

SCHOOL BOARD OPERATIONS

2307

EX OFFICIO STUDENT MEMBER OF THE BOARD

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

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Oneida-Herkimer-Madison BOCES

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MEMORANDUM

TO: Cooperative Board

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

DATE: May 18, 2026

SUBJECT: *Approval of FY 2026-2027 Distance Learning State-Wide Agreements*

PREPARED BY: Scott Morris 

IX. D. 12.
Approval of Fiscal Year 2026-2027
Distance Learning State-Wide
Agreements
June 10, 2026

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 New York State Distance Learning (NYSDL).

Discussion

Each year the Cooperative Board must pass a resolution to participate in the NYSDL 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.

Edmentum, Inc. - Apex Learning, Courseware, Calvert Learning, EdOptions Academy,

Recommendation

It is recommended that the Oneida-Herkimer-Madison BOCES Cooperative Board approve the 2026-2027 State-Wide Distance Learning 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 2026-2027 State-Wide Distance Learning 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 2026-2027 fiscal year for Edmentum

WHEREAS, The Oneida-Herkimer-Madison BOCES is desirous of participating with other BOCES Districts in New York State in joint agreements for the distance learning student courses 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 courses, 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 _____, 2026

Board Clerk



Oneida-Herkimer-Madison BOCES

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IX. D. 13.
Approval of Fiscal Year 2026-2027
Instructional Technology State-
Wide Agreements
June 10, 2026

MEMORANDUM

TO: Cooperative Board

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

DATE: May 18, 2026

SUBJECT: *Approval of FY 2026-2027 Instructional Technology State-Wide Agreements*

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 that are compliant with Education Law 2d to include New York State Instructional Technology Contract Consortium (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 OHM BOCES participate, must be specified in the resolution. The following contracts are currently negotiated by Erie 1 BOCES and are compliant with Education Law 2d through our partnership with Erie 1 BOCES.

Amplify Education, Inc. - Amplify Science, mClass with Dibels, Boost Reading, Boost Lectura, mCLASS

Boom Learning – Boom Cards Free Instructional Resource

Brain Pop - BrainPOP, BrainPOP Francais, BrainPOP ELL, BrainPOP Jr., BrainPOP Español, BrainPOP Science

***Brisk Labs Corp.** – Brisk Base, Brisk Premium & Free version

Carahsoft – DocuSign, ChatGPT Edu*

Code.org – Code.org *Free Instructional Resource*

Deeloh Technologies, Inc. (DBA Extempore) - *Extempore*

Delta Math Solutions- *DeltaMath PLUSor INTEGRAL, DeltaMath Free Instructional Resource*

Discovery Education – *Dreambox Math, Dreambox Reading, Dreambox Bundle*

Edmentum - *Exact Path, Study Island*

EdPuzzle – *EdPuzzle Starter, EdPuzzle Advanced, EdPuzzle Elite, EdPuzzle Math, EdPuzzle Science, EdPuzzle*

EverFi – Everfi Digital Resources *Free Instructional Resource*

Explore learning- *gizmos, Frax, Reflex Math, Science 4 Us*

Frontline Technologies Group – *Employee Evaluation Management, Guidance Direct, Employee Evaluation Management Danielson*

Genially - *Free Instructional Resource*

Innerorbit-Science Assessments

IXL Learning - *IXL Learning (Math, Science, ELA, SS and Spanish)*

Kahoot! ASA - *Kahoot! EDU*

***Khan Academy** –Khan Academy Districts (Learning Paths & Powered by AI), Khan Academy - *Free Instructional Resource*

Kialo GmbH - *Kialo Edu - Free Instructional Resource*

***Learn By Doing** - *Albert.io, Albert Pilot*

Learning Ally – *Learning Ally*

Liminex Inc. dba GoGuardian and Pear Deck Learning – *GoGuardian Teacher, Pear Assessment (formerly known as Edulastic), Pear Deck (Free and Paid), Pear Practice*

MagicSchool Inc. – *MagicSchool*

Mosa Mack Science, Inc. – *Mosa Mack Science*

Newsela - *Newsela ELA, Newsela STEM, Newsela Learning Suite, Newsela All Access PD Pass, Newsela Science (renewals only), Newsela Essentials (renewals only), Formative Item Bank (renewals only), Newsela SS for New York, Newsela Writing, Newsela SEL, Newsela LGBTQIA, Newsela Bundled Learning Suite (renewals only), Formative Lockdown Browser (renewals only),Formative, Formative Balanced Assessment Suite (renewals only)*

Quaver – *QuaverHealth + PE, QuaverMusic, QuaverReady*

Renaissance Learning - *Accelerated Reading, Freckle(Math, Science, Social Studies), iSP Bundle (Freckle ELA &, Lalio), Star Preschool Literacy/Formerly mIGDIs, Star Reading, Star Math, FastBridge, myOn, STAR Early Literacy, STAR 360Star Comprehensive Suite with SAEBRs, STAR Custom, Star Essentials/Elementary Suite, STAR CBM, Star CBM, STAR Phonics, DnA, Nearpod Instructional Suite, Nearpod 21st Century Readiness Program, Nearpod English Learners Program, Flocabulary Plus Program Nearpod Silver Licenses - Free Instructional Resource*

SchoolAI – *SchoolAI, SchoolAI Standard (non-enterprise) Platform Free Instructional Resource*

Tools For Schools (acquitted by Notable) – *Book Creator, Book Creator Free Instructional Resource*

Wakelet – *Wakelet Premium Academic License, Wakelet Individual Plan and Bulb Free Instructional Resources*

Wallwisher, Inc. dba Padlet - *Padlet*

World Book, Inc. - *World Book Wizard Full Version, World Book Wizard Student Version*

Recommendation

It is recommended that the Oneida-Herkimer-Madison BOCES Cooperative Board approve the 2026-2027 State-Wide Instructional Technologies 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 2026-2027 State-Wide Instructional Technologies agreement.

Resolution Attached

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Oneida-Herkimer-Madison BOCES

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IX. D. 14.
Authorization of the RIC One ROC
June 10, 2026

MEMORANDUM

To: Cooperative Board

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

Date: May 14, 2026

Subject: Authorization of the RIC-One ROC

Prepared By: Scott Morris 

Background:

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

Discussion:

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

agreement and Oneida-Herkimer-Madison BOCES will be able to use the DPA as part of a master service agreement. By participating with ROC, OHM BOCES will benefit from the following:

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

Recommendation:

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

Resolution:

That the Cooperative Board of Oneida-Herkimer-Madison BOCES authorizes the ROC to negotiate Data Privacy Agreements (DPAs) with vendors and third-party contractors on behalf of the OHM BOCES, for the 2026-27 fiscal year.

SM: ld
Resolution Attached

RESOLUTION OF BOARD OF EDUCATION

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

WHEREAS, the Cooperative Board of the Oneida-Herkimer-Madison BOCES, through its affiliation with a locally based Regional Information Center, participates with the ROC and desires, for the 2026-2027 fiscal year, to authorize the ROC to enter into Data Privacy Agreements and related exhibits (DPAs) with vendors and third-party contractors that include the requirements of, and compliance with, New York State Education Law Section 2-d and Part 121 Regulations (collectively, "Ed Law 2d") related to student personally identifiable information (PII) and certain Teacher and Principal APPR data;

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

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

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

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

CERTIFICATION

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

_____.

Dated _____, 2026

Board Clerk

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