

BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
SECOND SUPERVISORY DISTRICT  
COUNTIES OF MONROE AND ORLEANS

There will be a Regular Meeting of the Board of Cooperative Educational Services on Wednesday, April 18, 2018 at 7:00 p.m. in the Board Room of the Richard E. Ten Haken Educational Services Center, 3599 Big Ridge Road, Spencerport, New York 14559.

Anticipated Executive Session immediately following the regular board meeting to discuss the employment history of a particular person(s).

BOARD MEMBERS

Dennis Laba, President	George Howard
R. Charles Phillips, Vice President	Gerald Maar
John Abbott	Michael May
Kathleen Dillon	Constance Rockow
John Heise	

AGENDA

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Agenda Item(s) Modifications
4. Public Hearing: Code of Conduct
5. Approval of Minutes: March 21, 2018 Regular Meeting Minutes
6. Public Interaction
7. Financial Reports (Mary Beth Luther, Treasurer)
  1. Resolution to Accept Treasurer's Report
  2. Resolution to Accept WinCap Report
  3. Internal Claims Exception Log
  4. Contractor Report
  5. Extra Class Quarterly Report
8. Old Business
  1. Capital Project Update (Campus Construction)
9. Board Presentation: Next Generation Learning Standards/Implementation (Dr. Marijo Pearson/Stephanie Smyka)
10. Audit Committee Update
  1. March 21, 2018 Audit Committee Meeting Minutes
11. New Business
  1. Resolution to Approve Donation of Air Flow Rate Processor
  2. Resolution to Accept Updated Annual Risk Assessment for the Year Ending June 30, 2018
  3. Resolution to Approve the Monroe 2-Orleans BOCES Code of Conduct
  4. Resolution to Approve the Monroe 2-Orleans BOCES Classified Staff and Teacher Calendars for 2018-2019 School Year
  5. Resolution to Approve 2018-2019 Board Meeting Dates
  6. Monroe 2-Orleans BOCES 2016-2017 Report Card Review (Tim Dobbertin)
  7. Resolution to Approve 2018 Extended School Year Classroom Lease Template

8. Resolution to Approve 2018 Regional Summer School Classroom Lease Template for Churchville-Chili and Greece Central School Districts
9. Resolution to Approve 2018 Regional Summer School Credit Recovery Program Lease Template
  
12. Personnel and Staffing
  1. Resolution to approve the Personnel and Staffing Agenda
  
13. Bids/Lease Purchases
  1. Resolution to Accept Cooperative Fine Paper Bid
  2. Resolution to Accept Cooperative Office Supplies Bid
  3. Resolution to Accept Cooperative Classroom Supplies Bid
  4. Resolution to Accept Cooperative Calculators Bid
  5. Resolution to Accept Monroe 2-Orleans BOCES participation in Cooperative bid with The BOCES of Nassau County for Various Commodities and/or Services – Furniture: Classroom & Office
  
14. Executive Officer's Reports
  1. Albany D.S. Report
  2. Local Update
  
15. Committee Reports
  - Labor Relations Committee (J. Abbott/J. Heise)
  - Legislation Committee (J. Heise/J. Abbott)
  - Information Exchange Committee (D. Laba/R. Charles Phillips)
  
16. Upcoming Meetings/Calendar Events

April 18	Noon MCSBA Information Exchange Committee (Double Tree)
April 23	Superintendent's Conference Day – Classified Staff
April 24	Component Districts Annual Voting on BOCES 2 Administrative Budget and Board Member Elections
April 25	Noon MCSBA Labor Relations Committee
April 25	5:45pm MCSBA Executive Committee (Fedele's Brook House)
May 2	Noon MCSBA Legislative Committee (Double Tree Inn)
May 2	5:45pm MCSBA Board Presidents Meeting
May 3	2pm Board Officer Agenda Review
May 4	6:15pm Spring Dinner Dance
May 5	2:30pm BELL Graduation
May 8	8:30am New Visions District Counselor Appreciation Event
May 9	4-5:30pm MCSBA Information Exchange: Every Student Succeeds Act (ESSA) Presentation by Antonacci/Ryan/White (Double Tree)
May 9	7pm Regular Board Meeting (ESC, Board Room)
May 10	4pm GVASCD Awards Reception
May 14	5:30pm Make All the Difference Scholarship Recipients' Reception
May 15	Component District Budget Votes
May 17	6pm National Technical Honor Society
May 23	8:15-9:45am and 12:45-2:15pm CTE Services and Trades Showcase (WEMOCO Conference Room)
May 23	3pm Construction Celebration for 2018 House (Student Constructed House Site)
May 23	5:30pm MCSBA Annual Meeting (Shadow Lake Golf Club)
May 24	3:30pm DS Forum
May 28	BOCES 2 Closed

June 5 7pm CWD High School Equivalency Graduation  
June 7 6:30pm CTE Recognition Ceremony  
June 8 9:30-1:30 SEPTO Fun Fair  
June 9 7:30am MCSBA New Board Member Training  
June 11 9-10am Therapeutic Day Program Graduation  
June 11 1pm Alternative High School Graduation  
June 11 6-7pm Westside Academy's Senior Celebration  
June 12 11:30am Meet and Greet/Noon Retirees Luncheon Ceremony (ESC, PDC)  
June 12 7pm Moving-On Ceremony  
June 13 Noon Board Officer Agenda Review  
June 19 6pm Special Education End-of-the-Year Meeting  
June 20 7pm Regular Board Meeting (ESC, Board Room)

17. Other Items

18. Anticipated Executive Session to discuss the employment history of a particular person(s).

19. Adjournment

1. Call the Meeting to Order

## 2. Pledge of Allegiance

### 3. Agenda Item(s) Modifications

#### 4. Public Hearing: Code of Conduct

5. Approval of Minutes: March 21, 2018 Regular Meeting Minutes



BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
SECOND SUPERVISORY DISTRICT  
COUNTIES OF MONROE AND ORLEANS

Minutes of the Regular Meeting of the Board of Cooperative Educational Services, Second Supervisory District of Monroe and Orleans Counties, held on March 21, 2018 at 7:00 p.m. at the Richard E. Ten Haken Educational Services Center, Spencerport, New York 14559.

Members Present:

Dennis Laba, President  
John Abbott  
Kathleen Dillon  
George Howard

Gerald Maar  
Michael May  
Constance Rockow

Members Absent:

R. Charles Phillips, Vice President

John Heise

Staff Present:

Jo Anne Antonacci  
Karen Brown, Esq.  
Ginger Critchley  
Stephen Dawe

Tim Dobbertin  
Steve Roland  
Dr. Michelle Ryan

Guests:

Marco Marascio, Campus Construction  
Mike Place, LaBella

1. Call the Meeting to Order  
The meeting was called to order by President Laba at 7:00 p.m.
2. Pledge of Allegiance
3. Agenda/Items(s) Modifications  
There were no modifications.
4. Approval of Minutes  
Resolved: To approve the February 14, 2018, Regular Meeting Minutes as presented.  
  
Moved by J. Abbott, seconded by M. May; passed unanimously.
5. Public Interaction  
There was no public interaction.
6. Financial Reports  
S. Roland reported on the Treasurer's Report, WINCAP Report, and the Internal Claims Exception Log.

Steve Roland reviewed a transfer greater than \$100,000 in the Pre-School Budget to recode salary sub-service codes.

Resolved: To approve the Treasurer's and WINCAP Reports as presented.

Motion by J. Abbott, seconded by K. Dillon; passed unanimously.

7. Old Business

1. Marco Marascio gave a capital project update. At 7:26 p.m., Marco Marascio and Mike Place left the meeting.

8. Board Presentation: ESSA (Every Student Succeeds Act) Impact

District Superintendent Jo Anne Antonacci and Dr. Michelle Ryan gave a presentation on ESSA. The board asked questions and thanked them for their presentation.

9. New Business

There were no New Business items.

10. Personnel and Staffing

1. Resolution to Approve Personnel and Staffing Agenda

Resolved: To approve the Personnel and Staffing Agenda as presented.

Motion by K. Dillon, seconded by J. Abbott; passed unanimously.

11. Bids/Lease Purchases

Resolved: To accept the bid recommendations and awarding of the following bids and lease purchases as presented:

1. Resolution to Accept Cooperative Art Supplies Bid

WB Mason	\$391.62
School Specialty	\$294.06
National Art & School Supplies	\$101.80
Cascade School Supplies	\$61.20
Blick Art Materials, LLC	\$49.68
Kurtz Bros.	\$31.90
Pyramid School Products	\$4.89

Motion by J. Abbott, seconded by G. Maar; passed unanimously.

12. Executive Officer's Reports

Dennis Laba, Tim Dobbertin, Kim Lobdell and David Shalke joined Jo Anne in Albany for Advocacy Day.

School walk-outs were discussed along with safety and security.

Washington-Saratoga-Warren-Hamilton-Essex (WSWHE) BOCES made a site visit to BOCES 2.

Center of Workforce Development received a grant that will assist in training of displaced workers.

Holley Superintendent Robert D'Angelo has announced his retirement effective June 30, 2018. John Carlevatti is currently serving as Interim Superintendent. District Superintendent Jo Anne Antonacci is serving as Search Consultant.

District Superintendent Antonacci complimented the BOCES Board on their operations based on the recent New York State School Boards Association article on Model Code of Ethics for School Boards and their members.

Steve Roland distributed and reviewed data on conferences and professional development for board members and all staff.

13. Committee Reports

Labor Relations Committee (J. Abbott/J. Heise) – There were no updates.

Legislation Committee (J. Heise/J. Abbott) – There were no updates.

Information Exchange Committee (D. Laba/R. Charles Phillips) – There were no updates.

14. Upcoming Meetings/Events

The various meetings for the upcoming month were listed on the agenda.

15. Other Items

G. Maar commented on the contributions made by Congresswoman Slaughter; G. Howard commented on Wheatland-Chili safety and security; and, K. Dillon commented on support she will be providing to the Monroe County School Boards Association.

At 8:24 p.m., a motion was made by G. Maar, seconded by G. Howard, passed unanimously to have a brief break prior to entering into Executive Session to discuss collective negotiations pursuant to article 14 of the Civil Service Law and proposed, pending or current litigation.

Respectfully submitted,

Virginia M. Critchley  
Clerk of the Board

16. The Board entered into Executive Session at 8:37 p.m.

Members Present:

Dennis Laba, President  
John Abbott  
Kathleen Dillon  
George Howard

Gerald Maar  
Michael May  
Constance Rockow

Members Absent:

R. Charles Phillips, Vice President

John Heise

Staff Present:

Jo Anne Antonacci  
Karen Brown

Tim Dobbertin  
Steve Roland

At 9:07 p.m. a motion was made by C. Rockow, seconded by K. Dillon to come out of executive session; passed unanimously.

17. Adjournment

At 9:07 p.m., a motion was made by M. May to adjourn the meeting, seconded by G. Maar; passed unanimously.

Respectfully submitted,

Jo Anne L. Antonacci  
Clerk Pro-Tem

## 6. Public Interaction

7. Financial Reports (Mary Beth Luther, Treasurer)
  1. Resolution to Accept Treasurer's Report
  2. Resolution to Accept WinCap Report
  3. Internal Claims Exception Log
  4. Contractor Report
  5. Extra Class Quarterly Report

**Monroe #2-Orleans BOCES**

**Treasurer's Report**

**Period Ending February 31, 2018**

<u>GENERAL FUND</u>		<u>MONTHLY</u>	
<b>CASH</b>	<b>BEGINNING BALANCE:</b>	9,800,801.07	<u><b>9,800,801.07</b></u>
<b>RECEIPTS:</b>	CHARGES FOR SERVICES	6,641,326.04	
	NON-CONTRACT CHARGES	18,178.62	
	INTEREST EARNED	1,525.82	
	TRANSFERS FROM SPECIAL AID	0.00	
	TRANSFERS FROM TRUST AND AGENCY	0.00	
	TRANSFERS FROM UNEMPLOYMENT	0.00	
	STATE AID DUE DISTRICTS	4,761,959.10	
	MISCELLANEOUS RECEIPTS	434,716.05	
	<b>TOTAL RECEIPTS:</b>	11,857,705.63	<u><b>11,857,705.63</b></u>
<b>DISBURSEMENTS:</b>	PAYROLL	3,292,098.53	
	WARRANTS	2,948,818.59	
	TRANSFERS TO:		
	- Special Aid	0.00	
	- Trust & Agency	2,171,949.54	
	- Unemployment Reserve	0.00	
	- Capital	0.00	
	RAN PAYMENT	0.00	
	MISCELLANEOUS DISBURSEMENTS	0.00	
	<b>TOTAL DISBURSEMENT:</b>	8,412,866.66	<u><b>(8,412,866.66)</b></u>
	GENERAL FUND CHECKING	9,562,044.05	
	GENERAL FUND SAVINGS	3,683,595.99	
<b>CASH</b>	<b>ENDING BALANCE:</b>	13,245,640.04	<u><b>13,245,640.04</b></u>

**Monroe #2-Orleans BOCES**

**Treasurer's Report**

Period Ending February 31, 2018

<u>SPECIAL AID FUND</u>		<u>MONTHLY</u>	
<b>CASH</b>	<b>BEGINNING BALANCE:</b>	3,162,888.93	<b><u>3,162,888.93</u></b>
<b>RECEIPTS:</b>	INTEREST EARNED	281.35	
	TRANSFER FROM GENERAL	0.00	
	TRANSFER FROM TRUST AND AGENCY	0.00	
	STATE, FEDERAL & LOCAL SOURCES	863,316.30	
	MISCELLANEOUS RECEIPTS	3,335.28	
	<b>TOTAL RECEIPTS:</b>	866,932.93	<b><u>866,932.93</u></b>
<b>DISBURSEMENTS:</b>	WARRANTS	57,770.17	
	TRANSFER TO TRUST & AGENCY	0.00	
	TRANSFER TO GENERAL	0.00	
	MISCELLANEOUS DISBURSEMENTS	1,266.29	
	<b>TOTAL DISBURSEMENTS:</b>	59,036.46	<b><u>(59,036.46)</u></b>
<b>CASH</b>	<b>ENDING BALANCE:</b>	3,970,785.40	<b><u>3,970,785.40</u></b>

<u>RISK RETENTION FUND</u>		<u>MONTHLY</u>	
<b>CASH</b>	<b>BEGINNING BALANCE:</b>	1,561,505.09	<b><u>1,561,505.09</u></b>
<b>RECEIPTS:</b>	INTEREST EARNED	80.06	
	TRANSFER FROM GENERAL	0.00	
	MISCELLANEOUS RECEIPTS	0.00	
	<b>TOTAL RECEIPTS:</b>	80.06	<b><u>80.06</u></b>
<b>DISBURSEMENTS:</b>	WARRANTS	0.00	
	CD-INVESTMENTS	0.00	
	TRANSFER TO GENERAL	0.00	
	TRANSFER TO TRUST & AGENCY	0.00	
	<b>TOTAL DISBURSEMENTS:</b>	0.00	<b><u>0.00</u></b>
	CASH- LIABILITY RESERVE	19,070.06	
	CASH- UNEMPLOYMENT RESERVE	274,085.92	
	CD-LIABILITY RESERVE	1,143,586.14	
	CD-UNEMPLOYMENT RESERVE	124,843.03	
<b>CASH</b>	<b>ENDING BALANCE:</b>	1,561,585.15	<b><u>1,561,585.15</u></b>

**Monroe #2-Orleans BOCES**

**Treasurer's Report**

**Period Ending February 31, 2018**

<b>TRUST AND AGENCY FUND</b>		<b>MONTHLY</b>	
<b>CASH</b>	<b>BEGINNING BALANCE:</b>	87,539,897.93	<u><b>87,539,897.93</b></u>
<b>RECEIPTS:</b>	INTEREST EARNED	1,718.63	
	PAYROLL	2,100,190.29	
	TRANSFER FROM GENERAL	2,171,949.54	
	TRANSFER FROM SPECIAL AID	0.00	
	RASHP I	2,327,708.69	
	RASHP II	39,080,290.69	
	MISCELLANEOUS RECEIPTS	3,428,517.86	
	<b>TOTAL RECEIPTS:</b>	49,110,375.70	<u><b>49,110,375.70</b></u>
<b>DISBURSEMENTS:</b>	WARRANTS	3,420,933.18	
	PAYROLL	2,106,177.24	
	RASHP I	1,690,793.15	
	RASHP II	20,147,169.94	
	TRANSFER TO GENERAL FUND	0.00	
	TRANSFER TO SPECIAL AID	0.00	
	MISCELLANEOUS DISBURSEMENTS	1,212,065.78	
	<b>TOTAL DISBURSEMENTS:</b>	28,577,139.29	<u><b>(28,577,139.29)</b></u>
	CASH-CHECKING	1,206,265.87	
	CASH-PAYROLL	1,102,038.59	
	CASH-RASWC	4,819,420.80	
	CASH-WC WFL	186,552.70	
	CASH-FSA	30,067.78	
	CASH-RASHP I	8,929,558.16	
	CASH-RASHP II	48,640,860.02	
	CASH-SELF FUNDED DENTAL	357,047.39	
	CASH-STUDENT ACCIDENT	3,881.62	
	CASH-GIFT FUNDS	108,356.84	
	CASH-EDUCATIONAL TRUST FUND	0.00	
	CASH-JOHN T. KLOCK SCHOLARSHIP	12,317.65	
	MONEY MARKET - RASHP II	0.00	
	MONEY MARKET - RASHP II - M&T	18,442,236.01	
	CERTIFICATE OF DEPOSIT-RASWC	14,544,265.66	
	CERTIFICATE OF DEPOSIT/SAVINGS - RASHP	9,690,265.25	
	CERTIFICATE OF DEPOSIT - RASHP II	0.00	
<b>CASH</b>	<b>ENDING BALANCE:</b>	108,073,134.34	<u><b>108,073,134.34</b></u>



**Monroe #2-Orleans BOCES**

**Treasurer's Report**

Period Ending February 31, 2018

<u>CAPITAL FUND</u>		<u>MONTHLY</u>	
<b>CASH</b>	<b>BEGINNING BALANCE</b>	7,110,149.60	<b><u>7,110,149.60</u></b>
<b>RECEIPTS:</b>	INTEREST EARNED	169.15	
	TRANSFER FROM GENERAL	0.00	
	COMPONENT REVENUE	227,029.00	
	MISCELLANEOUS REVENUE	0.00	
	<b>TOTAL RECEIPTS</b>	227,198.15	<b><u>227,198.15</u></b>
<b>DISBURSEMENTS:</b>	WARRANTS	1,039,241.65	
	MISCELLANEOUS DISBURSEMENTS	0.00	
	TRANSFER TO:		
	- General Fund	0.00	
	- Equipment Reserve	0.00	
	<b>TOTAL DISBURSEMENTS</b>	1,039,241.65	<b><u>(1,039,241.65)</u></b>
	CAPITAL FUND CHECKING	5,409,128.57	
	CAPITAL FUND SAVINGS	107,654.43	
	CAPITAL FUND CTE EQUIPMENT RESERVE	781,323.10	
<b>CASH</b>	<b>ENDING BALANCE:</b>	6,298,106.10	<b><u>6,298,106.10</u></b>

**MONROE 2 - ORLEANS BOCES**

Budget Status Report As Of: 03/31/2018

Fiscal Year: 2018

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
<b>0 Administration</b>							
150	Certified Salaries	340,814.00	-500.00	340,314.00	259,593.42	75,478.41	5,242.17
160	Other Salaries	753,937.00	-15,000.00	738,937.00	548,129.50	157,248.17	33,559.33
200	Capital Outlay-Equipment	15,450.00	40,245.80	55,695.80	39,818.16	3,078.98	12,798.66
300	Supplies And Materials	20,325.00	5,220.75	25,545.75	9,998.19	8,383.97	7,163.59
400	Contract and Other	340,524.00	17,038.11	357,562.11	223,994.16	83,256.98	50,310.97
440	Contract Prof Services	51,750.00	-3,221.80	48,528.20	12,295.34	6,640.20	29,592.66
470	Rental of Facilities	2,018,458.00	0.00	2,018,458.00	1,601,381.78	397,009.40	20,066.82
700	Interest on Revenue Notes	40,000.00	-12,000.00	28,000.00	0.00	0.00	28,000.00
800	Employee Benefits	541,526.00	-11,400.00	530,126.00	350,972.57	102,430.89	76,722.54
899	Oth Post Retirement Benft	4,719,051.00	0.00	4,719,051.00	3,371,939.49	0.00	1,347,111.51
910	Transfer to Capital Fund	352,000.00	0.00	352,000.00	352,000.00	0.00	0.00
950	Transfer Chrgs from O&M	63,577.00	717.00	64,294.00	64,294.00	0.00	0.00
960	Tr Chrgs fr Service Prog	228,722.00	2,322.64	231,044.64	231,044.64	0.00	0.00
<b>Subtotal of 0 Administration</b>		<b>9,486,134.00</b>	<b>23,422.50</b>	<b>9,509,556.50</b>	<b>7,065,461.25</b>	<b>833,527.00</b>	<b>1,610,568.25</b>
<b>1 Career Education</b>							
150	Certified Salaries	3,022,475.00	-116,562.94	2,905,912.06	1,853,524.34	1,014,525.32	37,862.40
160	Other Salaries	570,916.00	-16,263.02	554,652.98	392,049.28	144,242.08	18,361.62
200	Capital Outlay-Equipment	25,000.00	523,156.37	548,156.37	323,489.49	42,349.68	182,317.20
300	Supplies And Materials	327,500.00	25,856.87	353,356.87	258,708.54	54,139.18	40,509.15
400	Contract and Other	234,719.00	210,637.78	445,356.78	339,199.61	71,874.13	34,283.04
440	Contract Prof Services	2,500.00	1,500.00	4,000.00	4,000.00	0.00	0.00
490	Sch Dist and Other Boces	1,478.70	17,744.40	19,223.10	12,040.84	0.00	7,182.26
800	Employee Benefits	1,649,991.00	-88,924.04	1,561,066.96	988,442.49	425,046.94	147,577.53
950	Transfer Chrgs from O&M	1,152,098.00	0.00	1,152,098.00	1,152,098.00	0.00	0.00
960	Tr Chrgs fr Service Prog	514,706.00	4,290.96	518,996.96	518,996.96	0.00	0.00
970	Tr Creds fr Service Prog	0.00	-4,134.73	-4,134.73	-4,134.73	0.00	0.00
990	Trans Creds fr Other Fund	0.00	-7.76	-7.76	-7.76	0.00	0.00
<b>Subtotal of 1 Career Education</b>		<b>7,501,383.70</b>	<b>557,293.89</b>	<b>8,058,677.59</b>	<b>5,838,407.06</b>	<b>1,752,177.33</b>	<b>468,093.20</b>
<b>2 Special Education</b>							
150	Certified Salaries	4,354,306.00	363,655.00	4,717,961.00	3,006,476.69	1,546,869.05	164,615.26
160	Other Salaries	2,009,868.00	59,074.00	2,068,942.00	1,366,914.20	588,690.08	113,337.72
200	Capital Outlay-Equipment	46,315.00	15,844.18	62,159.18	34,453.95	4,937.21	22,768.02
300	Supplies And Materials	66,014.00	17,766.82	83,780.82	38,937.45	14,811.78	30,031.59
400	Contract and Other	1,109,897.00	696,825.79	1,806,722.79	408,515.78	460,477.44	937,729.57
440	Contract Prof Services	13,505.00	1,150.00	14,655.00	11,700.00	700.00	2,255.00
490	Sch Dist and Other Boces	6,022,558.00	983,541.18	7,006,099.18	4,772,978.39	0.00	2,233,120.79
800	Employee Benefits	3,730,919.00	108,793.00	3,839,712.00	2,339,165.64	917,993.51	582,552.85
950	Transfer Chrgs from O&M	271,706.00	0.00	271,706.00	271,706.00	0.00	0.00
960	Tr Chrgs fr Service Prog	18,465,786.00	579,350.24	19,045,136.24	19,045,136.24	0.00	0.00

# MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 03/31/2018

Fiscal Year: 2018

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
970 Tr Creds fr Service Prog		0.00	-23,436.69	-23,436.69	-23,436.69	0.00	0.00
<b>Subtotal of 2 Special Education</b>		<b>36,090,874.00</b>	<b>2,802,563.52</b>	<b>38,893,437.52</b>	<b>31,272,547.65</b>	<b>3,534,479.07</b>	<b>4,086,410.80</b>
<b>3 Itinerent Services</b>							
150 Certified Salaries		6,603,736.00	-27,170.00	6,576,566.00	4,070,134.86	2,243,681.53	262,749.61
160 Other Salaries		6,185,516.00	301,996.13	6,487,512.13	3,638,154.15	1,838,530.51	1,010,827.47
200 Capital Outlay-Equipment		138,795.00	-2,639.00	136,156.00	67,112.90	2,957.64	66,085.46
300 Supplies And Materials		37,914.00	4,280.04	42,194.04	18,560.52	3,901.08	19,732.44
400 Contract and Other		1,198,169.00	-436,839.70	761,329.30	292,164.51	47,344.61	421,820.18
440 Contract Prof Services		41,159.00	-25,700.00	15,459.00	2,800.00	0.00	12,659.00
490 Sch Dist and Other Boces		130,774.42	50,896.35	181,670.77	116,169.79	0.00	65,500.98
800 Employee Benefits		7,407,250.00	215,624.88	7,622,874.88	3,840,292.99	1,573,350.00	2,209,231.89
950 Transfer Chrsg from O&M		8,669.00	-717.00	7,952.00	7,952.00	0.00	0.00
960 Tr Chrsg fr Service Prog		960,960.00	43,136.73	1,004,096.73	1,004,096.73	0.00	0.00
970 Tr Creds fr Service Prog		-13,621,984.00	-480,679.04	-14,102,663.04	-14,102,663.04	0.00	0.00
<b>Subtotal of 3 Itinerent Services</b>		<b>9,090,958.42</b>	<b>-357,810.61</b>	<b>8,733,147.81</b>	<b>-1,045,224.59</b>	<b>5,709,765.37</b>	<b>4,068,607.03</b>
<b>4 General Instruction</b>							
150 Certified Salaries		1,525,702.00	73,165.19	1,598,867.19	1,236,444.95	284,062.39	78,359.85
160 Other Salaries		238,290.00	4,885.81	243,175.81	201,987.72	40,775.00	413.09
200 Capital Outlay-Equipment		8,610.00	3,708.00	12,318.00	4,001.16	1,730.49	6,586.35
300 Supplies And Materials		19,543.00	2,633.12	22,176.12	7,968.21	4,605.74	9,602.17
400 Contract and Other		418,328.00	156,198.04	574,526.04	254,316.35	62,362.76	257,846.93
440 Contract Prof Services		24,940.00	0.00	24,940.00	14,070.00	0.00	10,870.00
490 Sch Dist and Other Boces		99,844.03	37,737.99	137,582.02	96,414.40	0.00	41,167.62
800 Employee Benefits		632,624.00	5,770.00	638,394.00	409,200.84	113,095.07	116,098.09
950 Transfer Chrsg from O&M		20,585.00	0.00	20,585.00	20,585.00	0.00	0.00
960 Tr Chrsg fr Service Prog		168,808.00	1,596.69	170,404.69	170,404.69	0.00	0.00
970 Tr Creds fr Service Prog		-14,090.00	-966.00	-15,056.00	-15,056.00	0.00	0.00
990 Trans Creds fr Other Fund		-2,035.00	0.00	-2,035.00	-2,035.00	0.00	0.00
<b>Subtotal of 4 General Instruction</b>		<b>3,141,149.03</b>	<b>284,728.84</b>	<b>3,425,877.87</b>	<b>2,398,302.32</b>	<b>506,631.45</b>	<b>520,944.10</b>
<b>5 Instruction Support</b>							
150 Certified Salaries		1,894,574.00	18,389.53	1,912,963.53	1,283,783.55	559,417.76	69,762.22
160 Other Salaries		3,842,977.00	92,426.51	3,935,403.51	2,826,818.14	939,272.38	169,312.99
200 Capital Outlay-Equipment		2,502,985.00	2,256,047.81	4,759,032.81	3,811,782.76	435,395.15	511,854.90
300 Supplies And Materials		403,042.00	687,554.99	1,090,596.99	824,557.77	117,107.88	148,931.34
400 Contract and Other		3,628,902.00	1,296,995.51	4,925,897.51	3,221,842.43	451,926.78	1,252,128.30
440 Contract Prof Services		175,654.00	-8,687.17	166,966.83	132,730.04	0.00	34,236.79
490 Sch Dist and Other Boces		170,782.25	37,495.08	208,277.33	146,084.67	0.00	62,192.66
800 Employee Benefits		2,770,502.00	90,076.91	2,860,578.91	1,788,120.05	639,551.55	432,907.31
950 Transfer Chrsg from O&M		583,513.00	0.00	583,513.00	583,513.00	0.00	0.00
960 Tr Chrsg fr Service Prog		831,689.00	160,142.26	991,831.26	991,831.26	0.00	0.00

# MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 03/31/2018

Fiscal Year: 2018

## Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
970 Tr Creds fr Service Prog		-2,726,676.00	-255,978.08	-2,982,654.08	-2,982,654.08	0.00	0.00
990 Trans Creds fr Other Fund		-70,700.00	-12,540.45	-83,240.45	-83,240.45	0.00	0.00
<b>Subtotal of 5 Instruction Support</b>		<b>14,007,244.25</b>	<b>4,361,922.90</b>	<b>18,369,167.15</b>	<b>12,545,169.14</b>	<b>3,142,671.50</b>	<b>2,681,326.51</b>
<b>6 Other Services</b>							
150 Certified Salaries		230,098.00	11,446.00	241,544.00	185,386.93	57,152.83	-995.76
160 Other Salaries		1,650,836.00	-20,167.65	1,630,668.35	1,183,054.36	360,796.96	86,817.03
200 Capital Outlay-Equipment		398,850.00	397,990.87	796,840.87	390,455.59	76,040.21	330,345.07
300 Supplies And Materials		29,823.00	7,490.95	37,313.95	10,015.49	3,668.92	23,629.54
400 Contract and Other		2,480,541.00	468,205.25	2,948,746.25	1,502,444.92	799,152.62	647,148.71
440 Contract Prof Services		140,028.00	20,000.00	160,028.00	93,937.52	0.00	66,090.48
490 Sch Dist and Other Boces		4,889,123.81	1,192,391.58	6,081,515.39	5,102,119.46	0.00	979,395.93
800 Employee Benefits		962,219.00	-6,839.00	955,380.00	563,321.00	191,294.31	200,764.69
950 Transfer Chrgs from O&M		106,026.00	0.00	106,026.00	106,026.00	0.00	0.00
960 Tr Chrgs fr Service Prog		73,581.00	4,212.96	77,793.96	77,793.96	0.00	0.00
970 Tr Creds fr Service Prog		-1,477,451.00	12,483.00	-1,464,968.00	-1,464,968.00	0.00	0.00
990 Trans Creds fr Other Fund		-99,866.00	0.00	-99,866.00	-99,866.00	0.00	0.00
<b>Subtotal of 6 Other Services</b>		<b>9,383,808.81</b>	<b>2,087,213.96</b>	<b>11,471,022.77</b>	<b>7,649,721.23</b>	<b>1,488,105.85</b>	<b>2,333,195.69</b>
<b>7 Undefined</b>							
150 Certified Salaries		1,250,427.00	72,926.00	1,323,353.00	717,291.19	292,092.29	313,969.52
160 Other Salaries		1,778,922.00	-11,226.00	1,767,696.00	1,302,803.18	352,741.17	112,151.65
200 Capital Outlay-Equipment		30,250.00	74,286.09	104,536.09	39,539.20	57,069.71	7,927.18
300 Supplies And Materials		197,900.00	54,023.88	251,923.88	160,493.20	47,187.16	44,243.52
400 Contract and Other		1,660,544.00	45,486.16	1,706,030.16	1,375,566.48	229,291.64	101,172.04
440 Contract Prof Services		23,750.00	22,000.00	45,750.00	33,745.84	6,708.50	5,295.66
800 Employee Benefits		1,527,764.00	13,927.00	1,541,691.00	854,006.21	295,365.13	392,319.66
950 Transfer Chrgs from O&M		437,224.00	0.00	437,224.00	437,224.00	0.00	0.00
960 Tr Chrgs fr Service Prog		1,204,774.00	-3,887.94	1,200,886.06	1,200,886.06	0.00	0.00
970 Tr Creds fr Service Prog		-7,252,223.00	-38,453.00	-7,290,676.00	-7,290,676.00	0.00	0.00
990 Trans Creds fr Other Fund		-859,332.00	-168,546.00	-1,027,878.00	-859,332.00	0.00	-168,546.00
<b>Subtotal of 7 Undefined</b>		<b>0.00</b>	<b>60,536.19</b>	<b>60,536.19</b>	<b>-2,028,452.64</b>	<b>1,280,455.60</b>	<b>808,533.23</b>
<b>Total GENERAL FUND</b>		<b>88,701,552.21</b>	<b>9,819,871.19</b>	<b>98,521,423.40</b>	<b>63,695,931.42</b>	<b>18,247,813.17</b>	<b>16,577,678.81</b>

8. Old Business
  1. Capital Project Update (Campus Construction)

9. Board Presentation: Next Generation Learning Standards/Implementation  
(Dr. Marijo Pearson/Stephanie Smyka)

10. Audit Committee Update
  1. March 21, 2018 Audit Committee Meeting Minutes

11. New Business

1. Resolution to Approve Donation of Air Flow Rate Processor



11. New Business
  2. Resolution to Accept Updated Annual Risk Assessment for the Year Ending June 30, 2018



## Monroe 2 – Orleans BOCES

### UPDATED RISK ASSESSMENT

FOR THE YEAR ENDING JUNE 30, 2018

March 21, 2018

Members of the Board and Audit Committee  
Monroe 2 - Orleans BOCES  
3599 Big Ridge Road  
Spencerport, New York 14559

Members of the Board and Audit Committee:

The internal audit function's primary responsibility is to assist the Board in ensuring that Monroe 2 - Orleans BOCES (BOCES) control risks are identified and that appropriate internal controls are in place to address those risks. As defined by *The Committee of Sponsoring Organizations of the Treadway Commission (COSO)*, internal controls consist of five key elements:

1. The Control Environment
2. Risk Assessment
3. Control Activities
4. Information and Communication
5. Monitoring

An entity's internal control over financial reporting is a process effected by those charged with governance, management, and other personnel, designed to provide reasonable assurance regarding the preparation of reliable financial statements in accordance with accounting principles generally accepted in the United States of America. An entity's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the entity; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with accounting principles generally accepted in the United States of America, and that receipts and expenditures of the entity are being made only in accordance with authorizations of management and those charged with governance; and (3) provide reasonable assurance regarding prevention, or timely detection and correction of unauthorized acquisition, use, or disposition of the entity's assets that could have a material effect on the financial statements.

Management is responsible for establishing and maintaining effective internal control over financial reporting. Because of its inherent limitations, internal control over financial reporting may not prevent, or detect and correct misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

The internal audit function required for New York State Public Schools and BOCES must include, at a minimum:

- Development of a risk assessment of BOCES operations including, but not limited to, a review of BOCES' financial policies, procedures and practices, and the testing and evaluation of internal controls;
- An annual review and update of such risk assessment;
- Periodic testing and evaluation of one or more areas of BOCES' operations annually; and
- Preparation of reports, at least annually or more frequently as the Board may direct, which analyze significant risk assessment findings, recommend changes for strengthening controls and reducing identified risks, and specify timeframes for implementation of those recommendations.

Our updated risk assessment and risk matrix are based primarily on interviews with various personnel with responsibility for financial accounting and reporting, the implementation and monitoring of those procedures, and information obtained during prior year testing procedures. We interviewed the following employees in order to update our risk assessment:

<b>NAME</b>	<b>TITLE</b>	<b>RESPONSIBILITIES</b>
Tammy Almeter	Human Resources Clerk	Health, dental, and medical benefits, time and attendance sheet entry
Vicki Amoroso	Claims Auditor	Prepares claims log, mails checks, approves claims for the Board
Jo Anne Antonacci	District Superintendent	Oversees BOCES operations
Karen Brahm	Records Liaison	Pre-school billing
Rose Brennan	Purchasing Agent	Purchase order approval, bidding, records capital assets
Karen Brown	Director of Human Resources	Oversees human resources and payroll departments
Elaine DelVecchio	Payroll Specialist	Processes payroll
Sue Forquell	Human Resources Clerk	Health, dental, and medical benefits; retiree health insurance
Mary Kay Fulkerson	Human Resources Clerk	New hire paperwork, reviews time and attendance entries
Debbie Hartung	Assistant Purchasing Agent	Purchase order approval, bidding
Mary Ann Knapp	Account Clerk	Cash receipts at WE-MO-CO, extraclass central treasurer
Mark Laubacher	Assistant Business Official	Manages budgets for Center for Workforce Development, Career and Technical Education, and Communication and Technology Services
Joanne Laurini	Purchasing Specialist	Processes approved purchase orders, oversees credit card sign-out
Mary Beth Luther	Treasurer	Health consortium billing, general ledger, check signer, electronic transfers, journal entries
Gary Manuse	Assistant Business Official	Monitors pre-school, special education/alternative education, summer school programs, and student records
<b>Becky Maslowski</b>	Personnel Analyst	Adds new employees to WinCap, HR purchasing
Debbie Parker	Account Specialist	Billing, bank reconciliations, budget transfers, monitors grant reimbursements and spending
Karen Poland	Director of the Center for Workforce Development	Approves timesheets, purchase orders
Laurie Rauber	Accounts Payable Specialist	Accounts payable
Steve Roland	Director of Finance	Oversees business office operations
Michelle Ryan	Assistant Superintendent/Accountability, Assessment and Technology	Information technology
<b>Paula Schneider</b>	Special Education Supervisor – Alternative High School	Receives lunch program cash receipts, reviews timesheets

NAME	TITLE	RESPONSIBILITIES
Jill Slavny	Executive Principal, WE-MO-CO Career & Technical Education	Approves purchase orders, reviews timesheets and extraclassroom bank reconciliations
Patricia Triassi	Human Resources Administrative Assistant	Maintains personnel files; enters employee information
Martha Willis	Principal – Westside Academy	Approves purchase orders, reviews timesheets
Susan Yunker	Payroll Clerk	Oversees timesheet entry; reviews attendance records and timesheets; prints payroll checks
Lisa Zobel	Cash Clerk/Accounts Payable Specialist	Enters cash receipts, prepares deposits; accounts payable

We have completed procedural narratives of the following transaction systems or processes. **Items in blue denote changes from the prior year risk assessment, whether due to changes in BOCES' processes or as a result of additional information obtained.** The key highlights for each area are as follows:

#### **PURCHASING**

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- Purchase orders (POs) are pre-numbered electronically within WinCap
- POs must be approved by a department head or supervisor prior to final approval by the purchasing agent or assistant purchasing agent
- Open PO list is sent to departments by Director of Finance prior to year end to determine which POs are still outstanding
- Only purchasing department employees can input new vendors
- Purchasing agent reviews vendor history for bid possibilities and requires quotes for all purchases between \$3,000 and \$19,999
- The purchasing policy requires bidding for purchases of \$20,000 and \$35,000 for public works in accordance with General Municipal Law §103

#### **ACCOUNTS PAYABLE**

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- Segregated from purchasing (separate departments)
- One accounts payable clerk also has cash receipt responsibilities
- Blank check stock is locked in a cabinet with access restricted to accounts payable and payroll departments
- Signature disk is kept in a locked file cabinet by the Treasurer and must be signed out when used
- Invoices are compared to purchase orders and receiving reports by accounts payable clerks; voucher packages are forwarded to claims auditor for review and approval
- Checks are mailed by the claims auditor
- Treasurer and Director of Finance are authorized check signers
- Manual checks (checkbook) used for Dental Fund; checks are prepared by a human resources clerk and signed by the Treasurer **or Director of Finance**
- Both manual and printed checks are used for the workers' compensation fund; claimant checks are printed through the claims administration software with the Treasurer's signature automatically printed on the checks; manual checks are used for administrative purchases and are signed by the **Treasurer or** Director of Finance

- Credit cards
  - A number of credit cards are used: Visa purchasing cards through M&T as well as accounts at various stores (six types total), a requisition must be prepared prior to purchase
  - Management maintains a list of cards which includes the person to whom each card is assigned and the credit limit, if applicable
  - M&T purchasing cards are assigned to and kept by specific individuals; gas cards are assigned to specific vehicles with each employee having a unique PIN for the card; all other cards are locked in purchasing department, must be signed out when used, and are monitored to determine appropriate number of available cards
  - The number of times credit cards are signed out is periodically reviewed to assist management in determining whether the number of available cards is appropriate based on the frequency of use
  - M&T purchasing cards have an internal policy limit of \$100 for purchases with exception of those which are travel-related; the IT Department has an internal policy limit of \$350 for technology purchases; if purchase is in excess, employee must have approval from purchasing agent
  - For store credit accounts, blanket purchase orders are prepared
  - Purchasing agent reviews credit card statements and ensures purchases do not circumvent the bidding process
  - Purchasing manual outlines procedures for credit card use
  - M&T purchasing card payments are due shortly after received so some receipts have not yet been forwarded to the accounts payable clerk when the bill is paid
  - Total credit available on M&T purchasing cards is **\$107,000** with no cash advance option; individual credit limits range from \$1,000 to \$20,000 and are set for each employee with a purchasing card; only the purchasing agent and the District Superintendent have credit limits of \$20,000

#### **CLAIMS AUDITOR**

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- Started with BOCES in July 2012 and has a total of ten years of claims auditing experience
- Reviews purchase orders, invoices and checks prior to mailing; initials the copy of the check and invoice noting review
- Looks for sales tax paid and reasonableness of purchases; spot checks invoices for mathematical accuracy and proper budget coding
- Reviews the requests for conference reimbursements before the checks are printed to minimize the number of checks that might have to be voided due to errors; later reviews the printed check to the request
- Mileage reimbursements are entered into a software program; entries are reviewed and approved by department heads and claims auditor
- Maintains a log of claims noting questioned items and resolution as well as breaks in check sequence; the report is given to the Board each month
- Spot checks cell phone bills only as already reviewed by the purchasing department
- Mails checks directly
- Monitors whether expenditures should be bid and follows up with the appropriate department about the possibility of bidding items
- Attended a training session in Spring 2015
- Meets with the Board annually and sends reports to the Board monthly

## **PAYROLL AND BENEFITS**

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- Input of new employees, benefits, pay rates and timesheets are segregated amongst different employees although not segregated between human resources and payroll departments; access to enter or change information is restricted to employees in human resources and payroll departments
- Payroll responsibilities are distinct and separate from general ledger and banking responsibilities
- Employment Recommendation Form is completed and approved by departments, approved by the Director of Human Resources and the Board, and forwarded to payroll and human resources for any pay rate or personnel changes
- Personnel analyst and HR administrative assistant can add new employees and make changes to existing employee information in WinCap; payroll specialist and HR clerk can also make changes to employee information as well as process payroll
- Director of Human Resources reviews salary change report each pay period
- Timesheets for hourly employees are signed by department heads and reviewed by the payroll clerk; HR clerk enters hours into WinCap; input is reviewed by another HR clerk
- Attendance records for contractual employees are input at the department level or by an HR clerk; personnel clerk reviews
- Payroll clerk prints checks; signature disk is requested from the Treasurer when needed; checks are mailed by an HR clerk
- No manual checks are prepared; any changes to a paycheck are made in the next pay or the paycheck is voided and a new check is issued through WinCap
- Accounts payable clerk prints checks for employee deductions
- Paychecks are reconciled to the payroll register
- District Superintendent reviews and certifies payroll
- Payroll's records of time taken/remaining days off is reconciled with department records at year end
- Annual salary authorizations are sent to employees and copies are kept in personnel files
- Proper cross-training of payroll employees occurs
- HR clerk reviews the health insurance bills to ensure only eligible individuals are included and checks the Social Security Death Index website monthly
- Amounts owed for premiums are required to be paid by the 15<sup>th</sup> of the month of coverage received and health insurance bills sent to retirees include due dates
- BOCES has assigned cell phones to employees/departments; employees reimburse BOCES for personal use with a \$10 per month deduction from payroll or employees sign a form stating they will not use the cell phone for personal calls
- Payroll payoff is completed every three years; most recent audit was conducted in Spring 2016 as part of the internal audit with no concerns relative to fictitious employees

## **CASH RECEIPTS**

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- Cash is received from services provided such as cosmetology and car repairs as well as adult education classes, food service sales, retiree health insurance payments, payments from component districts and miscellaneous receipts
- Retiree health insurance payments are received by an HR clerk and forwarded to an account clerk to record in WinCap; payments can also be made via direct debit
- A list of cash receipts is prepared by the cash clerk who then **enters the receipts into WinCap, restrictively endorses all checks, then forwards the checks to an account specialist for deposit**

- Cash clerk uses a remote electronic scanner to deposit checks into the M&T Bank and JP Morgan Chase accounts; after thirty days the checks are shredded
- Cash deposits to banks are usually made twice a week by the account specialist after information is updated in WinCap by the cash clerk
- Account specialist is responsible for billing of BOCES services to component districts
- Center for Workforce Development (Adult Education)
  - Cash is received directly at the Rochester Tech Park and WE-MO-CO locations
  - Deposits are made by a member of the Center for Workforce Development staff; cash is kept in a locked combination safe which can be accessed by an accounts receivable clerk, the program director, and the administrative assistant
  - Cash receipt information is forwarded to account clerk in business office to record in WinCap
  - Payments received are reconciled to registration forms
- WE-MO-CO (Career & Technical Education)
  - Cash is received at location for services provided
  - No cash is collected by instructors; account clerk receives all cash
  - Payment must be made at time of service; no one is billed for services
  - Pre-printed service slips are used which students can date and indicate the service performed to better reconcile deposits to cash receipts; cosmetology program receipts are pre-numbered
  - Account clerk matches payments to work orders/service slips; work orders are date stamped when paid
  - Cash is locked in a cabinet in the account clerk's office until it is forwarded to the business office where it is recounted by another account clerk
- Cafeteria receipts - WE-MO-CO
  - Students run the cash registers under supervision of teachers and a cash reconciliation form is signed by the student and teacher
  - Teachers close out and reconcile cash drawers to register reports
  - Money is forwarded to the account clerk who recounts and reconciles to register reports
  - Deposit is forwarded to business office where it is recounted by an account clerk
  - Sale of goods is sporadic therefore cash registers are not used on a daily basis
- Cafeteria receipts - Westside Academy
  - Cafeteria services provided by Gates Chili School District with no involvement by BOCES
- Cafeteria receipts - Alternative High School
  - Food prepared at Gates Chili School District and delivered to the school
  - Special education supervisor or her assistant take payment for lunches and reconcile to student list provided by Gates Chili School District
  - No cash register is used
  - Money is kept in a safe in the special education supervisor's office until deposited
  - Deposit is forwarded to the business office once a week where it is recounted by an account clerk
- Vending machine in administrative offices
  - Run by Sunshine Fund, which is an organization independent of BOCES
  - Money from vending machine is not included on BOCES' books
  - Sunshine Fund has its own checking account which is not under BOCES' Federal Tax ID number



- Vending machines at Westside Academy and Alternative High School are maintained by an outside company
- Vending machines at WE-MO-CO building are run by the Skills USA Club; cash is collected and a deposit is prepared by the account clerk who also takes the deposit to the bank
- **BOCES runs a print shop which provides services to the departments and school districts; departments are billed, with payments made through transfers; the cost of services is added to the school districts' contracts**

## TREASURY

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- **Bank statements are downloaded by the Treasurer** who performs a quick review then forwards to the person responsible for reconciliation
- Director of Finance reviews and approves all bank reconciliations
- Two people prepare bank reconciliations:
  - Account specialist who has no cash receipt responsibilities but does make bank deposits and electronic transfers
  - Secretary to Director of Finance who has been trained as a back up to the accounts payable department if needed
- Old outstanding checks are reviewed and letters sent at least twice a year
- Transfers of funds include payroll transactions, debt payments and transfers between BOCES' bank accounts
- Transfers between different banks are initiated by the Treasurer through accounts payable and approved by the Director of Finance
- Transfers between BOCES' accounts within the same bank and electronic payments to vendors are made online by either the Treasurer, account specialist, Assistant Business Official, or Director of Finance, of which there is a two-step process to initiate and approve the transfer
- All journal entries are reviewed and approved by the Director of Finance
- Budget transfers
  - Budget transfer policy authorizes District Superintendent or designee to approve transfers and the Director of Finance reports any transfers over \$100,000 to the Board monthly
  - **Department Supervisors sign the "Budget Transfer and Appropriation" form which is processed by the account specialist and reviewed and approved by the Director of Finance; Director of Finance, two Assistant Business Officials, and account specialist monitor budget lines to prevent over-expenditure**

## CAPITAL ASSETS

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- Maintained using Real Asset Management
- General asset capitalization policy of \$5,000; technology department capitalization policy of \$1,500; items over \$500 (\$100 for technology) are added to the capital asset records for insurance purposes
- Purchasing agent is the only employee who can add or remove assets from capital asset listing
- Identification tags are affixed to all assets
- Auctions are held to dispose of items and lists of items to be disposed are received by the purchasing department from other departments; employees complete a form to request removal of the obsolete item and all disposals are approved by the Director of Finance and purchasing agent
- Inventory of items at BOCES locations is performed every 5 years by CBIZ; inventory of items at component districts conducted on a rotating basis by CBIZ
- CBIZ reports are reviewed by the Director of Finance and purchasing agent

## **EXTRACLASSROOM (STUDENT CLUBS)**

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- WE-MO-CO - Student Leadership/Skills USA Club
  - Central treasurer in place
  - Students make all decisions on purchasing, fundraising
  - Accounting records are kept by faculty advisor; students also keep a set of records
  - Students sign off on purchase orders and vouchers
  - Faculty advisor prepares checks and executive principal approves; executive principal and central treasurer are authorized to sign checks and two signatures are required
  - Bank statements are received and reviewed by the Treasurer who forwards the bank statements to the central treasurer to prepare the bank reconciliations; students and executive principal review bank reconciliations
  - Items purchased for fundraising are reconciled to money received
  - Cash received is given to central treasurer to deposit
  - Quarterly report prepared by the Treasurer and reviewed by the Board
- Student Council at the Alternative High School has no financial responsibility

## **INFORMATION SYSTEMS**

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- BOCES uses WinCap accounting software
- Full back up of server is performed weekly with incremental daily backups; backups are kept offsite
- BOCES has contracted with Monroe #1 BOCES to maintain a daily back up of WinCap
- BOCES does issue laptops, iPhones, and iPads
- **On a rotating basis, a physical count of certain technology equipment is performed annually**
- Administrative network does allow for limited downloads while educational network does not
- Employees are given program access based on supervisor/department head approval; access to WinCap must be approved by the Director of Finance
- Technology manager regularly reviews a report from WinCap that identifies access changes made and matches them to written requests that were approved and submitted
- **IT scans computers quarterly to ensure that downloaded items are consistent with BOCES policy; any inconsistencies are reported to the Supervising Manager**

## **GRANT COMPLIANCE**

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- BOCES receives federal and state grants each year through the U.S. Departments of Education and Agriculture and the NYS Education Department
- Grants are reviewed on a monthly basis by the account specialist; various grants are monitored and reconciled by the BOCES department that receives the funding

## **PRE-SCHOOL PROGRAM**

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- Services include morning and afternoon pre-school sessions, clinic services and programs for children with autism or other special needs
- Teachers log students' names, services, and hours provided into a software system for billing purposes
- Limited review of hours entered by teachers; employees are salaried so services and hours provided in this software do not affect compensation
- Teachers' hours and services provided are recorded in Excel by special education department
- Student information is recorded in Excel and in **Frontline ESA** Direct software system by the special education department
- Bills are generated by the special education department

- Amounts billed are provided to the business office and recorded in total in WinCap
- Business office receives payments and records receipts in WinCap
- Treasurer and special education department records liaison reconcile amount billed to amount received to create an aging of amounts due from Monroe County (the County)
- Adjustments made by the County are reconciled with the program information maintained by the special education department
- Assistant business official reviews total billing each month as part of budget to actual analysis

## **INSURANCE**

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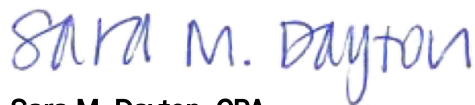
- Insurance company reviews policy and meets with administration annually to ensure that coverage is adequate
- Employees handling cash are bonded

Attached is an assessment of the control areas and their perceived risks based on the procedural narratives we conducted and the results of our cumulative testing. After review and agreement by the Audit Committee, we will schedule our testing of the processes within the selected areas. At the conclusion of our testing, we will schedule a meeting with the Audit Committee to discuss our findings and ways to enhance internal controls. In addition, any areas in which the Board or Audit Committee believes we should perform additional procedures can be communicated to us at any time.

This report is intended solely for the information and use of the Audit Committee, Board, and management. It is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

**Lumsden & McCormick, LLP**



**Sara M. Dayton, CPA**  
**Partner**

## Monroe 2 - Orleans BOCES Risk Matrix For the year ending June 30, 2018

The following recommendations are rated as 1, 2, or 3 depending on the magnitude of the deficiency, potential effect on BOCES if not corrected, cost/benefit analysis, and mitigating control. Levels 1, 2, and 3 are defined below:

- **1 - recommendations that BOCES has the ability to change and would likely provide a greater benefit to BOCES than the cost of Implementation**
- **2 - recommendations that BOCES should Investigate, however, the cost of Implementation may be greater than BOCES' benefit and the level of risk may not be great enough to warrant significant changes to the structure of BOCES**
- **3 - recommendations that are considered to be best practices and reminders to BOCES to continue with certain procedures**

TRANSACTION CYCLE	RISK ASSESSMENT		TESTING PERFORMED	OBSERVATIONS/ REASON FOR IMPROVEMENT	RECOMMENDATIONS
	2017	2018			
<b>BOARD POLICY REVIEW</b>					
Reorganization meeting	Low	Low	Annually relative to areas being tested		
Code of ethics/conflict of interest	Low	Low			
Computer usage	Low	Low			
Purchasing	Low	Low			
Petty cash	Low	Low			
Cell phones	Low	Low			
Travel and conferences	Low	Low			
Fraud policy/whistleblower policy	Low	Low			
<b>INSURANCE</b>					
Proper coverage in place	Low	Low			
<b>BUDGET MONITORING/TRANSFERS</b>					
Proper approval of budget transfers	Low	Low			
<b>ACCOUNTS PAYABLE/PURCHASING</b>					
Segregation of duties	Low	Low			
Bidding when aggregate purchases exceed \$20,000	Low	Low			
Credit card/store credit usage	High	High	2017	Existence of credit cards and store credit is inherently a risk	
WE-MO-CO	Low	Low	2013		

TRANSACTION CYCLE	RISK ASSESSMENT		TESTING PERFORMED	OBSERVATIONS/ REASON FOR IMPROVEMENT	RECOMMENDATIONS
	2017	2018			
<b>CLAIMS AUDITOR</b>					
Compliance with Laws of 2005	Low	Low		Claims auditor meets with the Board annually and attended training in 2015	
Claims auditor transaction log	Low	Low		Breaks in check sequence are investigated and documented	
Understanding of bidding rules, proper account coding, available budget space	Low	Low			
<b>PAYROLL</b>					
Segregation of duties	Low	Low	2015, 2016	Verification that the information has been input correctly would mitigate the possibility of errors or fraud	A second employee, such as the payroll specialist, should verify the information input from the Employee Recommendation Form into WinCap
Payment of accumulated sick/vacation days	Low	Low	2016	Risk that the value of unused vacation and sick time could be incorrectly calculated	
Employee access to payroll system	High	High	2014	Access to payroll and HR modules should be restricted to align with duties and mitigate any opportunities for fraud	Continue to review access controls periodically for unauthorized changes
Health insurance	Low	Low			
Salary notifications	Low	Low	2015	If a signed copy is not returned by the employee, an unsigned copy is kept in the employee's file	

TRANSACTION CYCLE	RISK ASSESSMENT		TESTING PERFORMED	OBSERVATIONS/ REASON FOR IMPROVEMENT	RECOMMENDATIONS	
	2017	2018				
<b>CASH RECEIPTS</b>						
Timeliness of deposits/cash received at remote locations	High	High	2014, 2015	Delays in depositing cash receipts increase the possibility of theft	Continue to stress the importance of making deposits within three days at the Center for Workforce Development, especially around holidays and when the employees responsible for the deposit are on vacation	<b>3</b>
					If an employee is paying to register for a class at the Center for Workforce Development, a different employee should complete the cash receipt and accept the payment; management intends to implement this recommendation should the situation arise	<b>3</b>
					If a check is going to be held at the Center for Workforce Development for longer than what is considered to be timely, document the reason why it is held	<b>3</b>
WE-MO-CO services	Low	Low	2014 <b>Suggested for 2018</b>	Thorough completion of work orders and standard pricing ensures the proper calculation of costs of services	Work orders should include sufficient detail of parts used to verify costs calculated	<b>1</b>
				Correct calculation of service charges ensures proper billing for work performed	Proper service charges should be calculated on all work orders	<b>1</b>
				Pre-numbered receipts reduce risk of misappropriation		
Cafeteria receipts (WE-MO-CO)	Low	Low				
<b>Print shop billing</b>		<b>Low</b>	<b>Suggested for 2018</b>	<b>Possibility that bills are not prepared timely</b>		

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TRANSACTION CYCLE	RISK ASSESSMENT		TESTING PERFORMED	OBSERVATIONS/ REASON FOR IMPROVEMENT	RECOMMENDATIONS	
	2017	2018				
<b>TREASURY</b>						
Bank reconciliations	Low	Low		Timely preparation and review of bank reconciliations ensures proper recording and reduces risk of theft		
Electronic transfers/internet banking	Low	Low		Wire transfers and transfers between accounts at the same bank require one person to initiate the transaction and one to approve; transfers between different banks are made through accounts payable		
Proper approval of budget transfers	Low	Low		Review of budget transfers helps ensure accurate financial reporting		
<b>CAPITAL ASSETS</b>						
Maintenance of comprehensive records	Low	Low	2017	BOCES has implemented a new electronic tracking software for capital assets	Consider periodic inventory checks comparing RAMI's report to items located throughout BOCES	<b>2</b>
Proper communication of annual additions and disposals	Low	Low			Continue to reiterate to buildings/departments that a list of disposed items should be given to the purchasing department annually	<b>3</b>
					Advise staff to notify the business office of any change in the location of an asset; consider requiring staff to sign off on items located in their rooms at the beginning and end of each school year	<b>2</b>
Calculation of depreciation	Low	Low				

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TRANSACTION CYCLE	RISK ASSESSMENT		TESTING PERFORMED	OBSERVATIONS/ REASON FOR IMPROVEMENT	RECOMMENDATIONS	
	2017	2018				
<b>EXTRACLASSROOM (STUDENT CLUBS)</b>						
Procedures performed in accordance with Finance Pamphlet	Low	Low		Required by New York State Education Department		
Completeness of cash receipts	High	High		Financial statement opinion qualified for cash receipts		
<b>INFORMATION SYSTEMS</b>						
Controls over security and access	High	High		Access to payroll and HR modules should be restricted to align with duties and mitigate any opportunities for data manipulation		
<b>INFORMATION SYSTEMS (CON'T)</b>						
Backup of data	Low	Low				
Use of laptops/iPads	Low	Low		<b>IT runs a scan of computers quarterly and if unauthorized software is identified, the staff will notify the Supervising Manager</b>		
<b>GRANT COMPLIANCE</b>						
Proper recording of information for reimbursement	Low	Low	2014			
<b>PRE-SCHOOL PROGRAM</b>						
Review of services, hours provided	Low	Low				
Duplication of data entry	Low	Low				
Proper billing for services	Low	Low				

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11. New Business

3. Resolution to Approve the Monroe 2-Orleans BOCES Code of Conduct

# MONROE 2-ORLEANS BOCES

## Student Code of Conduct

**2017-2018**  
**2018-2019**



### **Equal Opportunity Notice**

The Monroe 2-Orleans Board of Cooperative Educational Services does not discriminate on the basis of age, sex, race, color, national origin, disability, creed, marital status, veteran status, sexual orientation, prior criminal offense, domestic violence victim status, or genetic status in its programs or activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle complaints/inquiries regarding the BOCES non-discrimination policies: Director of Human Resources, 3599 Big Ridge Road, Spencerport, New York 14559, 585-352-2420, and is also the Title VII and Title IX Officer. For further information on notice of non-discrimination, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area, or call 1-800-421-3481. Please note that those wishing to file a complaint may also do so through the Department of Education's Office for Civil Rights at <http://www2.ed.gov/about/offices/list/ocr/qa-complaints.html>. See also New York State Executive Law 296-a.

**Code of Conduct  
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## Code of Conduct

### I. Introduction

The Monroe 2-Orleans Board of Cooperative Educational Services (“BOCES”) is committed to providing a safe, respectful, orderly and supportive school environment where students may receive and staff may deliver quality educational services without disruption or interference. Responsible behavior by students, staff, parents, board members, and visitors is essential to achieving this goal.

The Board has a set of expectations for conduct on all BOCES property (whether owned or leased) and at BOCES functions (wherever the function is located) and/or at a work based learning site. These expectations are based on the principles of civility, mutual respect, citizenship, character, tolerance, honesty and integrity.

The Board recognizes the need to clearly define these expectations for acceptable conduct to identify the possible consequences of unacceptable conduct, and to ensure that discipline when necessary is administered promptly and fairly. To this end, the Board adopts this Code of Conduct (“Code”).

Unless otherwise indicated this Code applies to all students, staff, parents, and visitors when on BOCES (owned or leased) property or at a BOCES function wherever the function is located.

### II. Definitions

For purposes of this Code, the following definitions apply.

“Authorized BOCES official” is a building administrator, program supervisor, or employee designated to act in an official capacity.

“Business Days” means days BOCES is open for staff.

“Disruptive student” means an elementary or secondary student 21 years of age and younger who is substantially disruptive of the educational process or substantially interferes with the teacher’s authority over the classroom. A substantial disruption of the educational process or substantial interference with a teacher’s authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher’s instructions or repeatedly violates the teacher’s classroom behavior rules.

“CTE” means Career and Technical Education.

“CWD” means Center for Workforce Development.

*“Instructional Staff” means BOCES 2 staff members who provide direct instruction or a related service to the student.*

“Parent” means natural parent, guardian or person in parental relation to a student.

“BOCES property” means in, on, or within any building, structure, athletic field, playground, parking lot or land contained within the real property boundary lines of a public elementary or secondary school, or the BOCES or any leased facility or in or on a school bus (as defined in Vehicle and Traffic Law § 142) or any BOCES program or service regardless of the off-site location such as work-based learning programs. BOCES property also means objects or implements owned by the BOCES such as textbooks, computer equipment, lockers, telephones, tables, halls, equipment, etc.

“BOCES function” means any BOCES-sponsored extra-curricular event or any activity wherever located [(Education Law 2801(1)].

“Possession” includes on the person or in the belongings of the person, or a student presence in a vehicle or at a BOCES or non-BOCES location where a drug, illegal substance, marijuana, or alcohol is present. Possession also means where a student is present at a BOCES or non-BOCES location where BOCES staff or students are present, where there is contraband and does not immediately leave and report such contraband to the appropriate authorities.

“School-based mental health staff” means school social workers, psychologists, and counselors.

“Staff” means all instructional and non-instructional employees and consultants of the BOCES.

“Student” means all preschool, elementary, secondary, and over age 18 learners, *excluding Center for Workforce Development adult learners*, enrolled in BOCES schools/programs.

“Violent student” means a student who attends a BOCES program who, while on BOCES property or at a BOCES function:

1. Commits an act of violence upon staff;
2. Commits an act of violence upon another student or any other person lawfully upon said property;
3. Possesses a firearm, weapon, or other dangerous instrument capable of causing physical injury and/or death;
4. Displays what appears to be a firearm, weapon, or other dangerous instrument capable of causing death and/or physical injury;
5. Threatens to use any instrument that appears capable of causing physical injury and/or death;
6. Damages and/or destroys the personal property of a student, staff or any other person lawfully upon BOCES property; or
7. Damages and/or destroys BOCES property.

The law defines a firearm as: a gun, pistol, revolver, shotgun, rifle, weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, starter gun, machine gun, the frame or receiver of any weapon described above, rocket having a propellant charge of more than 4 oz., missile having an explosive or incendiary charge of more

than ¼ oz., bomb, mine, grenade, firearm silencer or firearm muffler, or explosive or incendiary or poison gas or a look-a-like firearm.

A weapon is defined as: a pocket knife or knife with a blade of or more than 2.5 inches; a weapon, device, instrument, material or an animate or inanimate substance used for or readily capable of causing death or serious bodily injury; firearm; pistol; revolver; shotgun; rifle; altered or modified shotgun or rifle; assault weapon; imitation pistol; dagger; dangerous knife; dirk; razor; stiletto; electronic dart gun; electronic stun gun; gravity knife; switchblade knife; pilum ballistic knife; metal knuckles knife; cane sword; billy; black jack; bludgeon; plastic knuckles; metal knuckles; chuka stick; sand bag; sandclub; wrist brace-type slingshot or slingshot; shirken; kung-fu star; or a look-a-like weapon; matches or lighters when used or attempted to injure staff, students or any person upon BOCES' *property or at a BOCES' function.*

### **III. Student Bill of Rights**

#### **A. Student Rights**

The BOCES is committed to safeguarding the rights given to all students under state and federal law. In addition, to promote a safe, healthy, orderly, supportive and civil school environment, all BOCES students have the right to:

1. Take part in all BOCES functions on an equal basis regardless of race, marital status, age, color, creed, national origin, religion, gender, genetic status, victim of domestic violence, military, or veteran status, sexual orientation and/or disability.
2. Present their version of the relevant events to staff.
3. Access rules and, when necessary, receive an explanation of those rules from staff.

#### **B. Student Responsibilities**

All students have the responsibility to:

1. Contribute to maintaining a safe and orderly school environment that is conducive to learning and to show respect to staff, students, and other persons lawfully on BOCES property and to BOCES property.
2. Be familiar with and abide by all home school district, site locations and/or BOCES policies, rules and regulations dealing with student conduct.
3. Attend school every day unless an excused absence is provided, be on time for class, and be prepared to learn.
4. Work to the best of their ability in all academic and extracurricular pursuits and strive toward their highest level of achievement possible.
5. Respond to direction given by staff in a respectful, positive manner.
6. Work to develop strategies to control their anger.
7. Ask questions when they do not understand.
8. Seek help in solving problems that might otherwise lead to discipline.
9. Dress and groom for school and BOCES functions in accordance with the dress code.

10. Accept responsibility for their behavior.
11. Conduct themselves as representatives of the BOCES when participating in or attending BOCES functions; to hold themselves to the highest standards of conduct, demeanor, and sportsmanship.
12. Report violation(s) of Code to a BOCES' staff member.

#### IV. Essential Partners

##### A. Parents

All parents are expected to:

1. Recognize that the education of their child(ren) is a shared responsibility between parents and the school community.
2. Send their children to school ready to participate and learn.
3. Ensure their children attend school regularly and on time.
4. Ensure absences are excused. Comply with procedures for calling in absences *and providing a note*.
5. Insist their children be dressed and groomed in a manner consistent with the student dress code.
6. Help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment.
7. Know home school district and BOCES policies, regulations, and rules and any off-site location policies and help their children understand them and abide by them.
8. Convey to their children a supportive attitude toward education and the BOCES.
9. Build good relationships with staff, other parents and their children's friends.
10. Help their children deal effectively with peer pressure.
11. Inform an authorized BOCES official of changes in the home situation that may affect student conduct or performance.
12. Provide a place for study and ensure homework assignments are completed.
13. Provide information to the DASA coordinator/school official on any incidences of harassment, discrimination, or bullying behavior impacting their child/student.

All BOCES *teachers staff* are expected to:

1. Model and maintain a climate of mutual respect and dignity, regardless of actual or perceived age, gender, sex, race, color, creed, religion, national origin, marital status, veteran status, disability, military status, sexual orientation, prior criminal offense, domestic violence victim status, intern *status*, or genetic status which will strengthen students' self-concept and promote confidence to learn.

2. Be prepared to teach the curriculum and adjust to students' learning styles; demonstrate interest in teaching and concern for student achievement; and commitment to continuous learning and professionalism.
3. Know BOCES policies, regulations, and rules, and enforce them in a fair and consistent manner.
4. Communicate to students and parents:
  - a. Course objectives and requirements
  - b. Marking/grading procedures
  - c. Assignment deadlines
  - d. Classroom Rules
  - e. Attendance requirements
5. Communicate regularly with students, parents, and staff, concerning growth and achievement or lack thereof, as well as problem areas and issues which need addressing.
6. Utilize staff in a manner intended to consistently improve student achievement.
7. Maintain current *and accurate* student records.
8. Use cell phones or electronic devices on BOCES property and/or at BOCES functions, only in an appropriate manner in compliance with BOCES policies/procedures.
9. Address *and/or report to the DASA coordinator* issues of harassment, discrimination, or bullying that threaten the emotional or physical health or safety of a student in a timely manner.
10. Maintain an environment where he/she does not discriminate, harass, or bully a student as defined in policy and regulation 6462 and as outlined in Section VI of this Code.

B. BOCES School-based Mental Health Staff

BOCES School-based Mental Health Staff are expected to:

1. Model and maintain a climate of mutual respect and dignity, regardless of actual or perceived age, gender, sex, race, color, creed, religion, national origin, marital status, veteran status, disability, military status, sexual orientation, prior criminal offense, domestic violence victim status, intern *status*, or genetic status which will strengthen students' self-concept and promote confidence to learn.
2. Assist students in coping with peer pressure and their personal, social and emotional problems.
3. Initiate teacher/student/counselor conferences and parent/teacher/student/counselor conferences, as necessary, as a way to resolve problems.
4. Regularly review with students their educational progress and career plans.
5. Provide information to assist students with career planning.



6. Encourage students to benefit from the curriculum and extracurricular programs.
7. Maintain current and accurate student records.
8. Use cell phones or electronic devices on BOCES property and/or at BOCES functions, only in an appropriate manner in compliance with BOCES policies/procedures.
9. Address and/or report issues *to the DASA Coordinator* of harassment, discrimination, or bullying that threaten the emotional or physical health or safety of a student in a timely manner.
10. Maintain an environment where he/she does not discriminate, harass, or bully a student as defined in policy and regulation 6462 and as outlined in Section VI of this Code.

#### ~~D. BOCES staff~~

~~—All BOCES staff are expected to:—~~

- ~~1. Model and maintain a climate of mutual respect and dignity, regardless of actual or perceived age, gender, sex, race, color, creed, religion, national origin, marital status, veteran status, disability, military status, sexual orientation, prior criminal offense, domestic violence victim status, intern status, or genetic status which will strengthen students' self-concept and promote confidence to learn.~~
- ~~2. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.~~
- ~~3. Ensure that students and staff have the opportunity to communicate regularly with the authorized BOCES official and approach the BOCES official for redress of grievances.~~
- ~~4. Evaluate on a regular basis all instructional programs.~~
- ~~5. Support the development of and student participation in appropriate extracurricular activities.~~
- ~~6. Be responsible for enforcing the Code of Conduct and ensuring that all cases are resolved promptly and fairly.~~
- ~~7. Set the high expectation for all students, visitors, and staff that inappropriate language does not belong in a school setting.~~
- ~~8. Maintain current student records.~~
- ~~9. Use cell phones or electronic devices on BOCES property and/or at BOCES functions, only in an appropriate manner in compliance with BOCES policies/procedures.~~
- ~~10. Address issues of harassment, discrimination, or bullying that threaten the emotional or physical health or safety of a student in a timely manner.~~
- ~~11. Maintain an environment where he/she does not discriminate, harass, or bully a student as defined in policy and regulation 6462 and as outlined in Section VI of this Code.~~

#### E. Authorized BOCES officials

Authorized BOCES officials are expected to:

1. Model and maintain a climate of mutual respect and dignity, regardless of actual or perceived age, gender, sex, race, color, creed, religion, national origin, marital status, veteran status, disability, military status, sexual orientation, prior criminal offense, domestic violence victim status, intern *status*, or genetic status which will strengthen students' self-concept and promote confidence to learn.
2. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
3. Ensure that students and staff have the opportunity to communicate regularly with the authorized BOCES official for redress of grievances.
4. Evaluate on a regular basis all instructional programs.
5. Support the development of and student participation in appropriate extracurricular activities.
6. Be responsible for enforcing the Code of Conduct and ensuring that all cases are resolved promptly and fairly.
7. Set the high expectation for all students, visitors, and staff that inappropriate language does not belong in a school setting.
8. Maintain current *and accurate* student records.
9. Use cell phones or electronic devices on BOCES property and/or at BOCES functions, only in an appropriate manner in compliance with BOCES policies/procedures.
10. Address *and/or report to the DASA coordinator* issues of harassment, discrimination, or bullying that threaten the emotional or physical health or safety of a student in a timely manner.
11. Maintain an environment where he/she does not discriminate, harass, or bully a student as defined in policy and regulation 6462 and as outlined in Section VI of this Code.

#### F. District Superintendent

The District Superintendent is expected to:

1. Model and maintain a climate of mutual respect and dignity, regardless of actual or perceived age, gender, sex, race, color, creed, religion, national origin, marital status, veteran status, disability, military status, sexual orientation, prior criminal offense, domestic violence victim status, intern *status*, or genetic status which will strengthen students' self-concept and promote confidence to learn.
2. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
3. Review with authorized BOCES official the policies of the BOCES and State and Federal laws relating to school operations and management.
4. Inform the BOCES about educational trends relating to student discipline.

5. Work to create instructional programs that minimize problems of misconduct and are sensitive to student and teacher needs.
6. Work with an authorized BOCES official in enforcing the Code of Conduct and ensuring that all cases are resolved promptly and fairly.
7. Use cell phones or electronic devices on BOCES property and/or at BOCES functions, or at school activities only in an appropriate manner in compliance with BOCES policies/procedures.
8. Address issues of harassment, discrimination, or bullying that threaten the emotional or physical health or safety of a student in a timely manner.
9. Maintain an environment where he/she does not discriminate, harass, or bully a student as defined in policy and regulation 6462 and as outlined in Section VI of this Code.

**G. Board**

The Board is expected to:

1. Adopt and review at least annually the BOCES Code of Conduct to evaluate the Code's effectiveness and the fairness and consistency of its implementation.
2. Lead by example by conducting board meetings in a professional, respectful and courteous manner.

**H. Dignity for All Students Act Coordinator (DASA)**

The BOCES-wide and School Level DASA Coordinators are expected to: Coordinate, implement, review trends, and report as required and enforce Policy 6462. The BOCES-wide DASA Coordinator and School Level DASA coordinator's roles will include reporting, investigating, remedying and tracking allegations of bullying.

**V. Student Dress Code**

All students are expected to give proper attention to personal cleanliness and grooming and to dress appropriately while at BOCES and BOCES functions. Students and their parents have the primary responsibility for acceptable student dress and grooming and helping students develop an understanding of appropriate appearance in the school setting and at BOCES functions. Staff should exemplify and reinforce acceptable student dress and grooming and help students develop an understanding of appropriate appearance in a school setting and at BOCES functions.

A student's dress, grooming and appearance, including hair style/color, jewelry, make-up and nails, shall adhere to the following:

1. Be safe, appropriate and not disrupt or interfere with the educational process.
2. Recognize that extremely brief garments such as tube tops, net tops, halter tops, spaghetti straps, plunging necklines (front and/or back) and see-through garments are not appropriate.

3. Ensure pants *and shorts* do not fall below waist/hip-line exposing underwear or any other clothing under jeans/pants/trousers/*shorts*.
4. Include footwear at all times. Footwear that is a safety hazard will not be allowed.
5. Not include items that are vulgar, obscene, libelous and/or denigrate others on account of race, color, religion, creed, national origin, gender, victim of domestic violence, genetic status, military or veteran status, sex, sexual orientation or disability.
6. Not promote, endorse, and/or display the use of *e-cigarettes, vaporizers or similar instruments*, alcohol, tobacco, nicotine or tobacco, nicotine like products, illegal drugs, firearms or weapons, pornography or sexually explicit materials, and/or encourage other illegal or violent activities.
7. Not include outerwear (overcoat, trench coat, these must be hung in lockers and remain there until dismissed).
8. Hats and ~~head coverings~~ *except hoods gear for the head only* are appropriate if they do not interfere with *the program/class* and do not violate numbers 5 and 6, above. *However doo-rags and bandanas are not headgear and are prohibited from being worn at any time in the buildings.*

Each authorized BOCES official shall be responsible for informing all students and their parents of the student dress and grooming code at the beginning of the school year and any revisions to the dress and grooming code made during the school year.

Students who violate the student dress and grooming code shall be required to modify their appearance by covering or removing the offensive item and, if necessary or practical, replacing it with an acceptable item. Any student who refuses to do so shall be subject to discipline up to and including expulsion.

## **VI. Prohibited Student Conduct**

The BOCES expects all students to conduct themselves in an appropriate, respectful and civil manner, with proper regard for the rights and welfare of other students, staff and other members of the BOCES community, and for the care of BOCES property.

The best discipline is self-imposed, and students must learn to assume and accept responsibility for their own behavior, as well as the consequences of their misbehavior. Staff who interact with students are expected to use disciplinary action only when necessary and to place emphasis on educating students to grow in self-discipline.

Students who will not accept responsibility for their own behavior and who violate this BOCES Code will be required to accept the consequences for their conduct.

Students may be subject to disciplinary action, up to and including suspension or expulsion from school or a program, when they:

(Note: In any of these categories, police may be called).

- A. Engage in conduct that is disorderly. Examples of disorderly conduct include but are not limited to:
1. Running in the building, hallways or school rooms.
  2. Making unreasonable noise.
  3. Using language or gestures that are profane, lewd, vulgar or abusive in any form (i.e., verbal, emails, text messaging, chat rooms, social media, website, cell phone, sexting, upskirting, taking photographs without consent).
  4. Obstructing vehicular or pedestrian traffic.
  5. Driving recklessly.
  6. Violating any driving road rules or laws or BOCES rules while operating a motor vehicle.
  7. Engaging in any act which disrupts the normal operation of the school and/or school community.
  8. Trespassing. Students are not permitted in any school building *or on BOCES property, or at a BOCES function* other than the one they regularly attend, without permission from the authorized BOCES official.
  9. Computer/electronic communications misuse, including any unauthorized use of computers, software, or internet/intranet account; accessing inappropriate websites; or any other violation of the BOCES' acceptable use policy (Policy 6214, Student use of Computerized Information Resources).
  10. Indoor use of skateboards, rollerblades, Ripstiks or the like.
- B. Engage in conduct that is insubordinate. Examples of insubordinate conduct include but are not limited to:
1. Failing to comply *or refusing to comply* with the reasonable directions of *staff in charge of students* or otherwise demonstrating disrespect for program expectations or the Code of Conduct.
  2. Lateness for, missing or leaving school without permission.
  3. Any form of academic misconduct. Examples of academic misconduct include but are not limited to:
    - a) Plagiarism,
    - b) Cheating,
    - c) Copying,
    - d) Altering records, or
    - e) Assisting another in any of the above actions.
- C. Engage in conduct that is disruptive. Examples of disruptive conduct include but are not limited to:
- ~~1. ——— Endangering conduct that places the students, staff and others in harm's way.~~
1. Any action or actions that result in *disruption a delay or interruption* of the educational process for themselves and/or other students.
- D. Engage in conduct that is violent. Examples of violent conduct include but are not limited to:

1. Committing *or threatening* an act of violence or threatening an act of violence (such as hitting, spitting, kicking, punching, and scratching) upon BOCES staff or attempting to do so.
2. Committing *or threatening* an act of violence (such as hitting, kicking, punching, spitting, and scratching) upon another student or any other person on BOCES property or attempting to do so.
3. Possessing a firearm or weapon or what appears to be a firearm or weapon. Authorized law enforcement officials are the only persons permitted to have a firearm or weapon in their possession while on BOCES property or at a BOCES function.
4. Displaying what appears to be a firearm or weapon.
5. Threatening to use any firearm or weapon or what appears to be a firearm or weapon.
6. Damaging or destroying the personal property of a student, staff or any other person on BOCES property, *including graffiti or arson.*
7. *Damaging or destroying any BOCES property by use of graffiti or arson or any other means.*
8. ~~Damaging or destroying any BOCES property.~~

E. Engage in any conduct that endangers the safety, morals, physical or mental health or welfare of ~~self or~~ others. Examples of such conduct include but are not limited to:

1. Lying to BOCES staff.
2. Stealing the property of other students, BOCES staff or any other person on BOCES property or attending a BOCES function.
3. Defamation, which includes making false or unprivileged statements or representations about an individual or identifiable group of individuals that harm the reputation of the person or the identifiable group by demeaning them on BOCES property, off BOCES property provided the defamation creates a disruption to school, or through social media provided the defamation creates a disruption to school (including electronic media such as via cell phone, texting, emails, website, IM's, chat rooms and the like).
4. Discrimination, bullying, and/or harassment that creates a hostile environment for an employee or students by conduct or by threats, intimidation, or abuse including cyberbullying (through any form of electronic communication or social media) that either:

Has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional and/or physical well-being, including conduct, threats, intimidation or abuse that reasonably causes or would reasonably be expected to cause emotional harm; or

Reasonably causes or would reasonably be expected to cause physical injury to a student or to cause a student to fear for his or her physical safety,

Such conduct shall include acts of harassment and/or bullying that occur:

- (i) on BOCES property,
- (ii) at a BOCES function, or
- (iii) off school property where such acts create or would foreseeably create a risk of substantial disruption within the school environment, where it is foreseeable that the conduct, threats, intimidation or abuse might reach school property.

For purposes of this paragraph, the term “threats, intimidation or abuse” shall include verbal and non-verbal actions.

For purposes of this paragraph, “emotional harm” that takes place in the context of “harassment or bullying” means harm to a student’s emotional well-being through creation of a hostile school environment that is so severe or pervasive as to unreasonably and substantially interfere with a student’s education.

5. Discrimination, harassment, or bullying which includes the use of age, sex, race, color, creed, religion, national origin, marital status, veteran status, disability, military status, sexual orientation, prior criminal offense, domestic violence victim status, ~~or~~ genetic status as a basis for treating another in a negative manner.
6. Harassment/bullying/cyberbullying, which includes severe action or a persistent, pervasive pattern of actions or statements directed at an identifiable individual or group which are intended to be or which a reasonable person would perceive as ridiculing or demeaning, extortion or put down through electronic devices including but not limited to email, iPods, iPads, computer use, website, chat rooms, IM’s, text messaging or cyber image(s) or verbally, including the action known as sexting, upskirting or taking photographs of another without consent.
7. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm.
8. Hazing, which includes any intentional or reckless act directed against another for the purpose of induction or initiation into, affiliating with or maintaining membership in any BOCES sponsored activity, organization, club or team.
9. Selling, distributing, sharing, exchanging, creating, using, or possessing obscene material.
10. Using vulgar or abusive language, cursing or swearing.
11. Smoking, selling, sharing, distributing, using, exchanging, manufacturing and/or possessing a tobacco product and/or any product in any form that contains nicotine. Tobacco shall be defined as any lighted or unlighted cigarette, cigar, cigarillo, pipe, bidi, clove, cigarette, and any other smoking product matter or substance that contains tobacco, and spit tobaccos, (smokeless, dip chew and/or snuff), in any form.
12. Possessing, consuming, selling, distributing, using, sharing, exchanging, manufacturing, or under the influence or appear under the influence of alcoholic beverages in any form such as a powdered alcohol, *e-cigarettes, or vaporizers or a similar instrument*; or illegal substances, or a substance thought by the student to be illegal; or being under the influence of either. “Illegal substances” includes, but is not limited to, inhalants, marijuana, *opioids*, cocaine, LSD, PCP,

amphetamines, heroin, steroids, look-alike drugs, and any substances commonly referred to as “designer drugs.” The police will be called in these instances.

13. Using, selling, distributing, sharing, possessing, consuming, exchanging, manufacturing, being under the influence of, prescription and/or over-the-counter drugs or substances thought by the student to be over-the-counter or prescription drugs.
14. Using, selling, distributing, sharing, possessing, consuming, exchanging, manufacturing, or being under the influence of legal substances that mimic the effects of an illegal substance, or any prescription marijuana.
15. Possessing, using, selling, sharing, distributing, manufacturing, or exchanging drug paraphernalia or items that could be used as drug paraphernalia, including drops, and all substances that are contained in e-cigarettes/vapers.
16. Drug paraphernalia includes but is not limited to any kind of equipment, product, or material intended to be used for or used for the manufacturing, compounding, converting, concealing, producing, processing, preparing, injecting, ingesting, or inhaling.
17. Gambling.
18. Indecent exposure, that is, exposure to sight of the private parts of the body in person, sexting, or through Internet websites, IM’s, text messaging, chat rooms, emails, cell phones, upskirting, and the like.
19. Initiating a report warning of fire, a bomb threat, or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher.
20. Engaging in off-campus misconduct that interferes with or can reasonably be expected to substantially disrupt the student(s) education and/or the educational process in BOCES or at a BOCES function. Examples include but are not limited to:
  1. Cyberbullying
  2. Threatening or harassing student(s) over the phone or any electronic media.

F. Engage in misconduct while on school transportation. It is crucial for students to behave appropriately while riding on school vehicles to ensure their safety and that of other passengers and to avoid distracting the driver. Students are required to conduct themselves in a manner consistent with established standards for classroom behavior while on the bus or in a school vehicle. Excessive noise; pushing, shoving and fighting, etc., will not be tolerated.

## VII. Reporting Violations

All students are expected to promptly report violations of the Code of Conduct to a BOCES staff member including observing a student possessing a weapon, firearm, alcohol, powdered alcohol, ~~or~~ any illegal substance, *prescription medications, vaporizer, or e-cigarettes or a similar instrument*, on BOCES property or at a BOCES function.

All BOCES staff who are authorized to impose disciplinary sanctions are expected to do so in a prompt, fair and lawful manner. BOCES staff who are not authorized to impose disciplinary



sanctions are expected to promptly report violations of the Code of Conduct to their supervisor, who shall in turn impose an appropriate disciplinary sanction, if so authorized, or refer the matter to a BOCES staff member who is authorized to impose an appropriate sanction.

The authorized BOCES official or his or her designee may notify the appropriate local law enforcement agency of any of those Code violations but mostly for those that constitute a crime or substantially affect the order or security of school *or a BOCES program* as soon as practical.

For discrimination, harassment or bullying violations, the procedures in Regulation 6462 outline how to report, respond and investigate.

### **VIII. Disciplinary Penalties, Procedures and Referrals**

Discipline is most effective when it deals directly with the problem at the time and place it occurs, and in a way that students view as fair and impartial. BOCES staff who interact with students are expected to use disciplinary action only when necessary and to place emphasis on the students' ability to grow in self-discipline.

Disciplinary action, when necessary, will be firm, fair and consistent so as to be the most effective in changing student behavior. In determining the appropriate disciplinary action, BOCES staff authorized to impose disciplinary penalties will consider the following:

1. The student's age,
2. The nature of the offense and the circumstances which led to the offense,
3. The student's prior disciplinary record,
4. The effectiveness of other forms of discipline,
5. Information from parents, teachers and/or others, as appropriate, and
6. Other extenuating circumstances.

As a general rule, discipline will be progressive. This means that a student's first violation will usually merit a lighter penalty than subsequent violations.

Under no circumstance however will a child in the pre-school aged program be disciplined or expelled.

If the conduct of a student is related to a disability or suspected disability, the student shall be referred to the Committee on Special Education and discipline, if warranted, shall be administered consistent with the separate requirements of this Code of Conduct for disciplining students with disability or presumed to have a disability. A student having a disability shall not be disciplined for behavior related to his/her disability.

For incidents of harassment or bullying and/or discrimination on or off BOCES property *or at a BOCES function* disciplinary measures will be taken using a progressive model of discipline consistent with this code and where measured, balanced, and age-appropriate remedies and procedures that make use of prevention, education, intervention, and discipline and considers among other things, the nature and severity of the offending students, behavior(s), the

developmental age of the student, the previous disciplinary record and other extenuating circumstances and the impact the behavior had on the individual who was physically injured and/or emotionally harmed. Responses shall be reasonably calculated to end the harassment, bullying and/or discrimination, prevent recurrence, and eliminate the hostile environment.

A. Penalties

Students who are found to have violated the BOCES' Code of Conduct may be subject to the following penalties, either alone or in combination. The BOCES staff identified after each penalty are authorized to impose that penalty, consistent with the student's right to due process.

1. Oral warning – any member of the BOCES staff.
2. Written warning – District Superintendent/~~designee~~, director, ~~assistant superintendent~~, program supervisor, executive principal, principal, assistant principal, counselor, teachers, and security personnel.
3. Suspension from social or extracurricular activities – District Superintendent/~~designee~~, executive principal, principal, program supervisor, assistant principal, director, ~~teacher~~ *instructional staff*.
4. Suspension of other privileges – District Superintendent/~~designee~~, ~~assistant superintendent~~ director, executive principal, principal, program supervisor, assistant principal.
5. Removal from classroom, property, or function – District Superintendent/~~designee~~ ~~assistant superintendent~~, executive principal, principal, director, assistant principal, program supervisor, ~~teachers~~ *instructional staff*, security personnel.
6. In-school suspension – District Superintendent/~~designee~~, program supervisor, director, executive principal, principal, assistant principal.
7. Short-term (five days or less) suspension from school – District Superintendent/~~designee~~, director, program supervisor, executive principal, principal.
8. Long-term (more than five days) suspension from school – superintendent of home district.
9. Dismissal from program – District Superintendent/~~designee~~.

B. Procedures

The amount of due process a student is entitled to receive before a penalty is imposed depends on the penalty being imposed. In all cases, regardless of the penalty imposed, the BOCES staff authorized to impose the penalty must inform the student of the alleged misconduct and investigate, to the extent necessary, the facts surrounding the alleged misconduct. All students will have an opportunity to present their version of the facts to the BOCES staff imposing the disciplinary penalty in connection with the imposition of the penalty. Students who are to be given penalties other than an oral warning, or written warning are entitled to additional rights before the penalty is imposed. These additional rights are explained below.

1. *Teacher removal of disruptive students:*

*A student's behavior can affect a teacher's ability to teach and can make it difficult for other students in the classroom to learn. In most instances the classroom teacher can control a student's behavior and maintain or restore control over the classroom by using good classroom management techniques. These techniques may involve the teacher directing a student to briefly leave the classroom to give the student an opportunity to regain his or her composure and self-control in an alternative setting. Such techniques may include, but are not limited to: (1) short term "time out"<sup>1</sup> in a classroom or in an administrator's office; (2) sending a student into the hallway briefly; (3) sending a student to the office for the remainder of the class time only; or (4) sending a student to a counselor or other staff member for counseling. Time-honored classroom management techniques such as these do not constitute discipline removals for purposes of this Code.*

*On occasion, a student's behavior may become disruptive. For purpose of this Code of Conduct, a disruptive student is a student who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom. A substantial disruption of the educational process or substantial interference with a teacher's authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher's instructions or repeatedly violates the teacher's classroom behavior rules.*

*A classroom teacher may remove a disruptive student from class for one day. The removal from class applies to the class of the removing teacher only.*

*If the disruptive student does not pose a danger or ongoing threat of disruption to the academic process, the teacher must provide the student with an explanation for why he or she is being removed and an opportunity to explain his or her version of the relevant events before the student is removed. Only after the informal discussion may a teacher remove a student from class.*

*If the student poses a danger or ongoing threat of disruption, the teacher may request that the student be removed immediately. The teacher must, however, explain to the student why he or she was removed from the classroom and give the student a chance to present his or her version of the relevant events within 24 hours.*

*The teacher must complete a BOCES established disciplinary removal form and contact the authorized BOCES official or his or her designee as soon as possible, but no later than the end of the school day, to explain the circumstances of the removal and to present the removal form.*

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<sup>1</sup> These "time out" sessions are not the same as the time out rooms defined and controlled by Commissioner Regulations.

*Within 24 hours of the student's removal, the teacher must notify the student's parents, in writing, that the student has been removed from class and state the reasons for removal. The notice must also inform the parent that he or she has the right, upon request, to meet informally with the authorized BOCES official and the teacher to discuss the reasons for the removal.*

*The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the student's removal at the last known address for the parents. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents.*

*The authorized BOCES official will require the teacher who ordered the removal to attend the informal conference.*

*If at the informal meeting the student denies the charges, the teacher must explain why the student was removed and give the student and the student's parents a chance to present the student's version of the relevant events. The informal meeting must be held within 48 hours of the student's removal. The timing of the informal meeting may be extended by mutual agreement of the parent and authorized BOCES official.*

*The authorized BOCES official may overturn the removal of the student from class if the authorized BOCES official finds any one of the following:*

- a. The charges against the student are not supported by competent and substantial evidence;*
- b. The student's removal is otherwise in violation of law, including the Code of Conduct;*
- c. The conduct warrants suspension from school pursuant the Education Law § 3214 and a suspension will be imposed.*

*The authorized BOCES official may overturn a removal at any point between receiving the referral form issued by the teacher and the close of business on the day following the 48 hour period for the informal conference, if a conference is requested. No student removed from the classroom by the classroom teacher will be permitted to return to the classroom until the authorized BOCES official makes a final determination, or the period of removal expires, whichever is less.*

*Any disruptive student removed from the classroom by the classroom teacher shall be offered continued educational programming until he or she is permitted to return to the classroom.*

*Each teacher must keep a complete log (on a BOCES provided form) for all cases of removal of students from his or her class. The authorized BOCES official must keep a log of all removals of students from class.*

*Removal of a student with a disability, under certain circumstances, may constitute a change in the student's placement. Accordingly, no teacher may remove a student with a disability from his or her class until he or she has verified with the authorized BOCES official that the removal will not violate the student's rights under state or federal law or regulation.*

2. Suspension from extracurricular activities and other privileges:

A student subjected to a suspension from extracurricular activities or other privileges is not entitled to a full hearing pursuant to Education Law § 3214. However, the student and the student's parents will be provided with a reasonable opportunity for an informal conference with the BOCES official imposing the suspension to discuss the conduct and the penalty involved.

3. In-School suspension:

The BOCES must balance the need of students to attend school and the need for order in the classroom to establish an environment conducive to learning. As such, the board authorizes the executive principal, building principal, assistant principal, program supervisors, and the District Superintendent to place students who would otherwise be suspended from school as the result of a Code of Conduct violation in "in-school suspension." A student subjected to an in-school suspension is not entitled to a full hearing pursuant to Education Law § 3214. However, the students and the student's parents will be provided with a reasonable opportunity for an informal conference with the authorized BOCES official imposing the in-school suspension to discuss the conduct and the penalty involved.

4. Suspension from school:

Suspension from school is a severe penalty, which may be imposed only upon students who are insubordinate, disorderly, engages in misconduct, violent or disruptive, or whose conduct otherwise endangers the safety, morals, health or welfare of ~~self and/or~~ others. The BOCES retains its authority to suspend students, but places primary responsibility for the suspension of the students with the District Superintendent and the authorized BOCES official. Any staff member may recommend to the District Superintendent or the authorized BOCES official that a student be suspended. All staff members must immediately report and refer a violation of the Code of Conduct. All recommendations and referrals shall be made in writing unless the conditions underlying the recommendation or referral warrant immediate attention. In such cases a written report is to be prepared as soon as possible by the staff member recommending the suspension.

The authorized BOCES official upon receiving a recommendation or referral for suspension or when processing a case for suspension, shall gather the facts relevant to the matter and record them for subsequent presentation, if necessary.

a. Short-term (5 days or less) suspension from school

When the authorized BOCES official or District Superintendent (referred to as the “suspending authority”) propose to suspend a student for five days or less pursuant to Education Law § 3214 (3), the suspending authority must immediately notify the student orally. If the student denies the misconduct, the suspending authority must provide an explanation of the basis for the proposed suspension. The suspending authority must also notify the student’s parents in writing that the student may be suspended from school. The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the decision to propose suspension at the last known address for the parents. Where possible, notice should be provided by telephone also if the school has been provided with a telephone number(s) for the purpose of contacting the parents.

The notice shall provide a description of the charges against the student and the incident for which suspension is proposed and shall inform the parents of the right to request an immediate informal conference prior to suspension. The notice shall also be in the dominant language of the parents.

The notice and opportunity for an informal conference shall take place before the student is suspended unless the student’s presence in school poses a continuing danger to persons or property or is an ongoing threat of disruption to the academic process. If the student’s presence does pose such a danger or threat of disruption, suspension is immediate and the notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt within 24 hours of the suspension at the last known address for the parents. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting the parents. The notice shall provide an opportunity for an informal conference to take place as soon after the suspension as is reasonably practicable.

At the conference, the parents shall be permitted to ask questions of complaining witnesses under such procedures as the authorized BOCES official may establish.

After the conference, the authorized BOCES official shall promptly advise the parents in writing of his or her decision. The authorized BOCES official shall advise the parents that if they are not satisfied with the decision and wish to pursue the matter, they must file a written appeal to the District Superintendent within five business days, unless they can show extraordinary circumstances precluding them from doing so. The District Superintendent shall issue a written

decision regarding the appeal within 10 business days of receiving the appeal. If the parents are not satisfied with the District Superintendent's decision, they may file a written appeal to the Board with the District Clerk within 10 business days of the date of the District Superintendent's decision, unless they can show extraordinary circumstances precluding them from doing so. A final decision by the Board may be appealed to the New York State Commissioner of Education.

- b. Long-term (more than 5 days) suspension from school.

When the District Superintendent or authorized BOCES official determines that a suspension for more than five days may be warranted, he or she shall give reasonable notice to the student and student's parents of their right to a fair hearing. The hearings and all correspondence related thereto will be conducted by the home school district.

### C. Minimum Periods of Suspension

1. Students who bring a firearm or weapon to school.

Any student found guilty of bringing a firearm or weapon onto school or BOCES' property or at a BOCES' function would be subject to suspension from school for at least one calendar year from the date of the incident. Before being suspended, the student will have an opportunity for a hearing pursuant to Education Law § 3214 *conducted through the home school district*.

The home district superintendent has the authority to modify the one-year suspension on a case-by-case basis. In deciding whether to modify the penalty, the home district superintendent may consider the following:

- a. The student's age,
- b. The student's grade in school,
- c. The student's prior disciplinary record,
- d. The Superintendent's belief that other forms of discipline may be more effective,
- e. Input from parents, teachers and/or others, and
- f. Other extenuating circumstances.

A student with a disability may be suspended only in accordance with the requirements of state and federal law.

2. Students who commit or threaten violent acts other than bringing a firearm or weapon to school.

Any student who is found to have committed or threatened a violent act, other than bringing a firearm or weapon onto school or BOCES' property, or at a BOCES function, vandalizes or violates a student's civil rights, or harasses shall be subject to suspension from school for at least

five days. A student with a disability may be suspended only in accordance with the requirements of state and federal law.

3. Students who are repeatedly substantially disruptive of the educational process or repeatedly substantially interfere with the teacher's authority over the classroom.

Any student who repeatedly is substantially disruptive to the educational process or substantially interferes with the teacher's authority over the classroom, will be suspended from school for at least five days. For purposes of this Code of Conduct, "repeatedly substantially disruptive" means engaging in conduct that results in the student being removed from the classroom by the teacher(s) pursuant to Education Law § 3214(3)(a) and this Code on four or more occasions during a semester. The student and the student's parent will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. A student with a disability may be suspended only in accordance with the requirements of state and federal law.

D. Referrals

1. Counseling:

The School Based Mental Health Staff shall handle all referrals of students to counseling. At the CTE program during the re-entry meeting or in other circumstances, the counseling office will be utilized to assist students or make referrals.

2. PINS Petition:

The BOCES and/or home district may file a PINS (Person In Need of Supervision) Petition in Court on any student under the age of 18 who demonstrates that he or she requires supervision and treatment by but not limited to:

- a. Being habitually truant and not attending school as required by part one of Article 65 of the Education Law.
- b. Engaging in an ongoing or continual course which makes the student ungovernable or habitually disobedient and beyond the lawful control of the school.
- c. Knowingly and unlawfully possesses marijuana in violation of Penal Law § 221.05.

3. Juvenile Delinquents and Juvenile Offenders:

The home school district superintendent is required to refer the following students to the County Attorney for a juvenile delinquency proceeding before the Family Court:

- a. Any student under the age of 16 who is found to have brought a firearm or weapon to school, or
- b. Any student 14 or 15 years old who qualifies for juvenile offender status under the Criminal Procedure Law § 1.20(42). The District Superintendent is required



to refer students age 16 or older or any student 14 or 15 years old who qualifies for juvenile offender status to the appropriate law enforcement authorities.

## **IX. Alternative Instruction**

When a student of compulsory attendance age is suspended from school pursuant to the Education Law § 3214, the home district will take immediate steps to provide alternative means of instruction for the student. For students suspended in school, or removed from the classroom, BOCES will take the necessary steps to ensure continued educational programming and activities.

## **X. Discipline of Students with Disabilities**

The BOCES recognizes that it may be necessary to suspend, remove or otherwise discipline students with disabilities to address disruptive or problem behavior. The BOCES also recognizes that students with disabilities are afforded certain procedural protections whenever staff intend to impose discipline upon them. The BOCES is committed to ensuring that the procedures followed for suspending, removing or otherwise disciplining students with disabilities are consistent with the procedural safeguards required by applicable laws and regulations.

This Code of Conduct affords students with disabilities subject to disciplinary action no greater or lesser rights than those expressly afforded by applicable federal and state law and regulations.

### **A. Authorized Suspensions or Removals of Students with Disabilities**

#### **1. For purposes of this section of the Code of Conduct, the following definitions apply.**

A “suspension” means a removal for disciplinary reasons from the student’s current educational placement (other than a suspension and change in placement to an interim alternative educational setting (IAES) ordered by an impartial hearing officer *or the home school district’s superintendent* because the student poses a risk of harm to himself or herself or others.

An “IAES” means a temporary educational placement for a period of up to 45 days, other than the student’s current placement at the time the behavior precipitating the IAES placement occurred, that enables the student to continue to progress in the general curriculum, although in another setting, to continue to receive those services and modifications, including those described on the student’s current individualized education program (IEP), that will enable the student to meet the goals set out in such IEP, and include services and modifications to address the behavior which precipitated the IAES placement that are designed to prevent the behavior from recurring.

#### **2. Authorized BOCES official staff may order the suspension or removal of a student with a disability from his or her current educational placement as follows:**

- a. A suspension for a period not to exceed five consecutive school days and not to exceed the amount of time a non-disabled student would be subject to suspension for the same behavior.
- b. The home school Superintendent may order the placement of a student with a disability into an IAES, another setting or suspension for up to 10 consecutive school days, inclusive of any period in which the student has been suspended or removed under subparagraph (a) above for the same behavior, if it is determined that the student has engaged in behavior that warrants a suspension and the suspension or removal does not exceed the amount of time non-disabled students would be subject to suspension for the same behavior.
- c. The home school Superintendent may order the placement of a student with a disability in an IAES to be determined by the Committee on Special Education (CSE), for the same amount of time that a student without a disability would be subject to discipline, but not more than 45 school days, if the student possesses a weapon on BOCES property or at a BOCES function, or the student possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at or on BOCES' property or a BOCES' function, or inflicts serious bodily injury upon another at BOCES or on BOCES' property or at a BOCES function. Serious bodily injury is defined as one of the following: substantial risk of death or extreme physical pain or obvious disfigurement or protracted loss or impairment of the function of a bodily member, organ or faculty.
  - 1) "Weapon" means the same as "dangerous weapon" under 18 USC § 930 (g)(3) which includes "a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except for a pocket knife with a blade less than 2 ½ inches in length" (See section II for a full definition of a weapon).
  - 2) "Controlled substance" means a drug or other substance identified in certain provisions of the Federal Controlled Substance Act specified in both federal and state law and regulations applicable to this policy.
  - 3) "Illegal drugs" means a controlled substance except for those legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substance Act or any other federal law.
3. Subject to specified conditions required by both federal and state law and regulations, an impartial hearing officer may order the placement of a student with a disability in an IAES setting for up to 45 school days at a time, if maintaining the student in his or her current educational placement poses a risk of harm to the student or others.

**B. Change of Placement Rules**

1. A disciplinary change in placement means a suspension or removal from a student's current educational placement that is either:
  - a. For up to 10 school days in a school year that do not constitute a change in placement;
  - b. For subsequent suspensions for periods of ten (10) consecutive school days or less in the aggregate total more than ten (10) school days in a school year, but do not constitute a disciplinary change in placement;
  - c. For periods in excess of ten (10) school days in a school year which do not constitute a disciplinary change in placement.
2. BOCES staff may not suspend or remove a student with disabilities if imposition of the suspension or removal would result in a disciplinary change in placement based on a pattern of suspension or removal.

However, the BOCES may impose a suspension or removal, which would otherwise result in a disciplinary change of placement, based on a pattern of suspensions or removals if the manifestation team has determined that the behavior was not a manifestation of the student's disability, or the student is placed in an IAES for behavior involving weapons, illegal drugs or controlled substances or inflicted serious bodily injury.

#### C. Special Rules Regarding the Suspension or Removal of Students with Disabilities

BOCES will consult with the home school district's Committee on Special Education concerning suspension or removal of students with disabilities.

#### D. Expedited Due Process Hearings

BOCES will defer to the home school district's Committee on Special Education concerning expediting due process hearings.

### **XI. Corporal Punishment**

Corporal punishment is any act of physical force upon a student for the purpose of punishing that student. Corporal punishment of a student by BOCES staff is strictly forbidden. However, in situations where alternative procedures and methods that do not involve the use of physical force cannot reasonably be used, reasonable physical force may be used; meaning staff may implement emergency physical interventions.

The BOCES will file all paperwork/forms on use of corporal punishment with the Commissioner of Education in accordance with Commissioner's regulations.

### **XII. Student Searches and Interrogations**

The BOCES is committed to ensuring an atmosphere on its owned or leased property and at BOCES' functions that is safe and orderly. To achieve this kind of environment, any authorized BOCES official may impose a disciplinary penalty on a student, and may question a student

about an alleged violation of law or the district Code of Conduct. Students are not entitled to any sort of “Miranda”-type warning before being questioned by authorized BOCES officials, nor are authorized BOCES officials required to contact a student’s parent before questioning the student. However, authorized BOCES officials will tell all students why they are being questioned.

An authorized BOCES official may search a student and/or student’s belongings. Prior to that search, the authorized BOCES official will first initiate a conversation with the student in an effort to have the student admit to their behavior that is violating the law or the Code of Conduct and/or turn over the contraband in lieu of having to perform a search.

An authorized BOCES official may conduct a search of a student’s belongings that is minimally intrusive, such as touching the outside of a book bag or the like, without reasonable suspicion, so long as the BOCES official has a legitimate reason for the very limited search.

An authorized BOCES official may search a student or the student’s belongings (including but not limited to shoes/footwear, car, purse, cell phone, book bag, electronic device) based upon reasonable suspicion or information received from a reliable informant. Individuals will be considered reliable informants if they have previously supplied information that was accurate and verified, or they make an admission against their own interest, or they provide the same information that is received independently from other sources, or they appear to be credible and the information they are communicating relates to an immediate threat to safety. BOCES staff will be considered reliable informants unless they are known to have previously supplied information that they knew was not accurate.

Whenever practicable, searches will be conducted in the privacy of administrative offices and students could be present when their possessions are being searched, *with and* two adults if possible.

#### A. Student Lockers, Desks and Other School Storage Places

The rules in this Code of Conduct regarding searches of students and their belongings do not apply to student lockers, desks, rooms, cabinets, computers, and other BOCES property such as compartments, equipment, supplies and/or storage places. Students have no reasonable expectation of privacy with respect to these places and authorized BOCES officials retain complete control over ~~them~~ *these items*. This means that student lockers, desks, rooms, cabinets, computers, and other BOCES storage places may be subject to search at any time by authorized BOCES officials, without prior notice to students and without their consent.

#### B. Strip Search

A strip search is a search that requires a student to remove any or all of his or her clothing, other than an outer coat or jacket. It is permissible for the BOCES official to ask a student to pull up their pants leg up to their knees, turn over their waistband, or lift the shirt forward, and shake. If an authorized BOCES official believes it is necessary to conduct a strip search, the BOCES official may do so only if the search is authorized in advance by the District Superintendent or the BOCES attorney. The only exception to this rule requiring advanced authorization is when

the BOCES official believes there is an emergency situation that could threaten the safety of the student or others.

Strip searches may only be conducted by an authorized staff member of the same sex as the student being searched and in the presence of another authorized BOCES official who is also of the same sex as the student.

Before conducting a strip search, the authorized BOCES official must consider the nature of the alleged violation, the student's age, the student's record and the need for such a search.

Authorized BOCES officials will attempt to notify the student's parents by telephone before conducting a strip search or in writing after the fact if the parent could not be reached by telephone prior to the search.

#### C. Documentation of Searches

The authorized BOCES official conducting any search shall be responsible for promptly recording the following information about each search:

1. Name, age and grade of student searched;
2. Reason(s) for the search;
3. Name of any informant(s), unless confidential;
4. Purpose of search (that is, what item(s) were being sought);
5. Type and scope of search;
6. Person conducting search and his or her title and position;
7. Witnesses, if any, to the search;
8. Time and location of search;
9. Results of search (that is, what item(s) were found);
10. Disposition of item(s) found;
11. Time, manner and results of parental notification.

The authorized BOCES official shall be responsible for the custody, control and disposition of any item taken from the student. The authorized BOCES official shall clearly label each item taken from the student and retain exclusive, restricted control of the item(s), until the items are turned over to the police or hearing officer. The authorized BOCES official shall be responsible for personally delivering dangerous or illegal items to police authorities.

#### D. Police Involvement in Searches and Interrogations of Students

Authorized BOCES officials are committed to cooperating with police officials and other law enforcement authorities to maintain a safe school environment. Police officials, however, have limited authority to interview or search students in BOCES or at BOCES functions, or to use BOCES facilities in connection with police work. Police officials may enter BOCES-owned or leased property or a BOCES function to question a student or to conduct a formal investigation involving students only if they have:

1. A search or an arrest warrant; or
2. Probable cause to believe a crime has been committed on school *or BOCES* property or at a BOCES function; or
3. Been invited by BOCES.

Before police officials are permitted to question or search any student, the authorized BOCES official or police or home school district representative shall first try to notify the student's parent to give the parent the opportunity to be present during the police questioning or search. If the parent can't be contacted, the police will still question the student. The authorized BOCES official will also be present during any police questioning or search of a student on BOCES property or at a BOCES function.

Students who are questioned by police officials on BOCES property or at a BOCES function will be afforded the same rights they have outside the BOCES. This means:

1. They must be informed of their legal rights;
2. They may remain silent if they so desire;
3. They may request the presence of an attorney.

#### E. Child Protective Services Investigations

Consistent with the BOCES commitment to keep students safe from harm and the obligation of authorized BOCES officials to report to child protective services when they have reasonable cause to suspect that a student has been abused or maltreated, the BOCES will cooperate with and assist CPS representatives and their multi-disciplinary team in accordance with Social Services Law § 425 but have discretion to refuse a meeting with local child protective services workers who wish to conduct interviews of students on BOCES property relating to allegations of suspected child abuse, and/or neglect, or custody investigations.

All requests by child protective services to interview a student on BOCES property shall be made directly to the authorized BOCES official. The authorized BOCES official shall set the time and place of the interview if they determine the interview shall take place. The authorized BOCES official shall decide if it is necessary and appropriate for an authorized BOCES official to be present during the interview, depending on the age of the student being interviewed and the nature of the allegations. If the nature of the allegations is such that it may be necessary for the student to remove any of his or her clothing in order for the child protective services worker to verify the allegations, the BOCES nurse or other district medical personnel must be present during that portion of the interview. No student will be required to remove his or her clothing in front of a child protective worker or authorized BOCES official of the opposite sex.

A child protective services worker may not remove a student from school property without a court order, unless the worker reasonably believes that the student would be subject to danger or abuse, if he or she were not removed from school before a court order can reasonably be obtained. If the worker believes the student would be subject to danger of abuse, the worker may remove the student without a court order and without the parent's consent.

### **XIII. Visitors to the Schools**

The BOCES encourages parents and other district citizens to visit the BOCES schools/programs and classrooms to observe the work of students, teachers and staff. Since schools are a place of work and learning, certain limits must be set for such visits. The authorized BOCES official is responsible for all persons in the building and on the grounds. For these reasons, the following rules apply to visitors to the schools:

1. Anyone who is not a regular staff member or student of the school will be considered a visitor.
2. All visitors to the school must report to the office of the authorized BOCES official upon arrival at the school. There they will be required to sign the visitor's registry and will be issued a visitor's identification badge, which must be worn at all times while in the school or on school grounds. The visitor must return the identification badge to the office before leaving the building.
3. Visitors attending school functions that are open to the public, such as parent-teacher organization meetings or public gatherings, are not required to register.
4. Parents or citizens who wish to observe a classroom while school is in session are required to arrange such visits in advance with the classroom teacher(s) so that class disruption is kept to a minimum.
5. Visitors should not be on the property for social purposes.
6. Any unauthorized person on school property will be reported to the authorized BOCES official. Unauthorized persons will be asked to leave. The authorized BOCES official may be called if the situation warrants.
7. All visitors are expected to abide by the rules for public conduct on BOCES property contained in this Code of Conduct.

### **XIV. Public Conduct on School Property**

The BOCES is committed to providing an orderly, respectful, supportive and safe environment that is conducive to learning. To create and maintain this kind of an environment, it is necessary to regulate public conduct on BOCES property and at BOCES functions. For purposes of this section of the Code, "public" shall mean persons when on BOCES property or attending a BOCES function including students, teachers and district personnel.

The restriction on public conduct on BOCES property and at BOCES functions contained in this Code is not intended to limit freedom of speech or peaceful assembly. The BOCES recognizes that free inquiry and free expression are indispensable to the objectives of the BOCES. The purpose of this Code is to maintain public order and prevent abuse of the rights of others.

All persons on BOCES property or attending a BOCES function shall conduct themselves in a respectful and orderly manner. In addition, all persons on BOCES property or attending a BOCES function are expected to be properly attired for the purpose they are on school property for.

#### **A. Prohibited Conduct**

No person, either alone or with others, shall:

1. Intentionally injure any person or threaten to do so.
2. Intentionally damage or destroy BOCES property or the personal property of a BOCES staff or any person on BOCES property, including graffiti or arson.
3. Disrupt the orderly conduct of classes, BOCES programs or other BOCES activities.
4. Distribute or wear materials on BOCES grounds or at BOCES functions that are obscene, advocate illegal action, appear libelous, obstruct the rights of others, or are disruptive to the BOCES program.
5. Intimidate, harass, discriminate, or bully against any person on the basis of age, sex, race, color, creed, religion, national origin, marital status, veteran status, disability, military status, sexual orientation, prior criminal offense, domestic violence victim status, interns or genetic status.
6. Enter any portion of the premises without authorization or remain in any building or facility after it is normally closed.
7. Obstruct the free movement of any person in any place to which this Code applies.
8. Violate the traffic laws, parking regulations or other restrictions on vehicles.
9. Possess, consume, sell, distribute, share, use, be under the influence, manufacture or exchange alcoholic beverages, powdered alcohol or as in a beverage, controlled substances, illegal substances, over-the-counter, look alike substances, legal substances that mimic the effects of an illegal substance, or be under the influence of either on BOCES property or at a BOCES function.
10. Smoking, selling, sharing, distributing, using, manufacturing, exchanging and/or possessing a tobacco product. Tobacco shall be defined as any lighted or unlighted cigarette, cigar, cigarillo, pipe, bidi, clove, cigarette, and any other smoking product matter or substance that contains tobacco, and spit tobaccos, (smokeless, dip chew and/or snuff), in any form. The use of e-cigarettes and any other products containing nicotine is also prohibited.
11. *The use or possession of e-cigarettes, vaporizers or a similar instrument.*
12. Possess, use, or threaten the use of firearm(s) or weapon(s) in or on BOCES property or at a BOCES function, except in the case of law enforcement officers or except as specifically authorized by the school district.
13. Loiter on or about BOCES property or at a BOCES' function.
14. Gamble on BOCES property or at BOCES functions.
15. Refuse to comply with any reasonable order of identifiable BOCES authorized officials performing their duties.
16. Incite others to commit any of the acts prohibited by this Code or law.
17. Violate any federal or state statute, local ordinance or BOCES policy while on BOCES property or while at a BOCES function.

B. Penalties

Persons who violate this Code shall be subject to the following penalties:



1. Visitors. Their authorization, if any, to remain on BOCES grounds or at the BOCES function shall be withdrawn and they shall be directed to leave the premises. If they refuse to leave, they shall be subject to ejection by law enforcement authorities. They could also be permanently banned or barred from BOCES' property *and/or functions wherever the function(s) takes place.*
2. Students. They shall be subject to disciplinary action as the facts may warrant, in accordance with the due process requirements.
3. Tenured staff members. They shall be subject to removal or disciplinary action as the facts may warrant in accordance with Educational Law § 3020-a if applicable *and/or any legal rights that they may have and possibly the subject of a Part 83 report.*
4. Staff members in the classified service of civil service ~~shall~~ *may* be subject to ~~immediate ejection and to removal or~~ disciplinary action as the facts may warrant in accordance with Civil Service Law § 75 if applicable *and/or any other legal rights that they may have.*
5. Staff members other than those described in subdivisions 3 and 4 shall be subject to *ejection, banning,* warning, reprimand, suspension or dismissal as the facts may warrant in accordance with any legal rights they may have.

C. Enforcement

The District Superintendent and the authorized BOCES official shall be responsible for enforcing the conduct required by this Code.

When the District Superintendent, or the authorized BOCES official sees an individual engaged in prohibited conduct, which in his or her judgment does not pose any immediate threat of injury to persons or property, he or she shall tell the individual that the conduct is prohibited and attempt to persuade the individual to stop. The authorized BOCES official shall also warn the individual of the consequences for failing to stop. If the person refuses to stop engaging in the prohibited conduct, or if the person's conduct poses an immediate threat of injury to persons or property, the authorized BOCES official shall have the individual removed immediately from BOCES property or the BOCES function. If necessary, local law enforcement authorities will be contacted to assist in removing the person.

The BOCES shall initiate disciplinary action against any student or staff member, as appropriate, with the "Penalties" section above. In addition, the BOCES reserves its right to pursue a civil or criminal legal action against any person violating the Code.

**XV. Dissemination, Review, Training, and Dignity Act Coordinators**

A. **Dissemination of Code of Conduct**

The Board will work to ensure that the community is aware of this Code of Conduct by:

1. Providing copies of a plain language, age appropriate summary of the Code to all students at the beginning of each school year.
2. Making copies of the Code available to all parents at the beginning of the school year.
3. Mailing a summary of the Code of Conduct written in plain language to all parents of district students before the beginning of the school year and making this summary available later upon request.
4. Providing all current teachers and other staff members with a copy of the Code, after its initial adoption, and a copy of any amendments to the Code as soon as practicable after adoption.
5. Providing all new employees with a copy of the current Code of Conduct when they are first hired.
6. Making copies of the Code available for review by students, parents, staff and other community members.

The Board will review this Code of Conduct every year and update it as necessary. In conducting the review, the BOCES will consider how effective the Code's provisions have been and whether the Code has been applied fairly and consistently.

The Board may appoint an advisory committee to assist in reviewing the Code and the BOCES' response to Code of Conduct violations. The committee will be made up of representatives of students, teachers, administrators, and parent organizations, school safety personnel and other school personnel.

Before adopting any revisions to the Code, the Board will hold at least one public hearing at which school personnel, parents, students and any other interested party may participate.

The Code of Conduct and any amendments will be posted on BOCES website. The link to the BOCES posting will be requested annually by New York Stated Education Department via the Uniform Violent Incident Reporting System [VADIR] and will serve as the submission to the Commissioner of Education.

**B. DASA Training**

Training needs in support of the DASA Policy 6462 and intervention program will be reflected in the BOCES annual professional development plan, new teacher orientation and in curriculum. Staff shall receive training to support implementation of that policy, regulation and on related legal developments.

**C. Dignity Act Coordinators**

The following people have been designated as the Dignity for All Students Act Coordinators:

<u>Name</u>	<u>Building</u>	<u>Phone</u>	<u>E-mail</u>
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Timothy Dobbertin	BOCES-wide/ESC	352-2415	<a href="mailto:tdobbert@monroe2boces.org">tdobbert@monroe2boces.org</a>
<del>Elizabeth Beairsto</del>	<del>Alternative H. S.</del>	<del>617-2931</del>	<del><a href="mailto:psehneid@monroe2boces.org">psehneid@monroe2boces.org</a></del>
Barbara Martorana	Alternative H.S.	617-2448	<a href="mailto:bmartora@monroe2boces.org">bmartora@monroe2boces.org</a>
Maria Tantillo	TDP-SAB	352-9566 x229	<a href="mailto:mtantill@monroe2boces.org">mtantill@monroe2boces.org</a>
Ken Sharp	Taylor	352-3753	<a href="mailto:ksharp@monroe2boces.org">ksharp@monroe2boces.org</a>
<del>Frank Cimino</del>	<del>Rochester Tech Park</del>	<del>349-9177</del>	<del><a href="mailto:fcimino@monroe2boces.org">fcimino@monroe2boces.org</a></del>
<del>Heather Malone</del>	<del>Rochester Tech Park</del>	<del>617-2320</del>	<del><a href="mailto:hmalone@monroe2boces.org">hmalone@monroe2boces.org</a></del>
Jim Jewell	Transition Classroom	349-2944 x102	<a href="mailto:jejewell@monroe2boces.org">jejewell@monroe2boces.org</a>
Susan Hall	Ridgecrest Academy	671-2964 x29413	<a href="mailto:shall@monroe2boces.org">shall@monroe2boces.org</a>
Robert Hill	WEMOCO-CTE	352-2480	<a href="mailto:rhill@monroe2boces.org">rhill@monroe2boces.org</a>
<del>Sandy DiStefano</del>	<del>Westside Academy</del>	<del>247-5050 x2664</del>	<del><a href="mailto:sdistefa@monroe2boces.org">sdistefa@monroe2boces.org</a></del>

## PLAIN LANGUAGE SUMMARY OF THE DIGNITY FOR ALL STUDENTS ACT (DASA)

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BOCES adopted and will review annually a policy on Dignity for All Students Act (DASA) or commonly referred to as the anti-bullying policy. The complete policy may be found on the BOCES website, policy #6462.

The policy explains that the Board is committed to providing an educational environment that promotes dignity, respect, and equality. The Board condemns and prohibits all forms of discrimination, harassment, hazing, bullying, and cyberbullying wherever they occur whether ~~at~~ *on* a BOCES-owned or leased grounds or facilities, buses, BOCES-sponsored activities, programs, or work based learning locations.

Bullying that occurs outside of BOCES that materially and substantially interferes with the operation of the school or program, or impinges on the rights of a student is prohibited and discipline could result.

The policy defines the terms discrimination, hazing, harassment, bullying, and cyberbullying in accordance with law. Discrimination is an act of denying benefits, rights, or equitable treatment because of a group or class in which that person belongs. Hazing is an induction or initiation process involving harassment or public humiliation and could involve discomfort or injury or ridicule. Harassment is the creation of a hostile environment by conduct, verbal threats, intimidation, or abuse that has the effect of unreasonably and substantially interfering with educational performance, mental, emotional or physical well-being, or cause a fear of safety. Bullying is a hostile activity that harms or induces fear through the threat of further aggression ~~and/or creates terror~~. Cyberbullying is harassment or discrimination, or hazing, or bullying through any form of electronic communication. The harassing/bullying behavior may be based on or perception of:

- Race
- Color
- Weight
- National origin
- Ethnic group
- Religion
- Disability
- Sex
- Sexual orientation
- Gender (including gender identity and expression)

### Prevention

Bullying prevention programs will be integrated into classroom instruction through BOCES-wide training on warning signs of bullying and the responsibility to become actively involved in prevention of bullying before it starts.

## Coordinators

A BOCES-wide Dignity Act Coordinator and a number of school-level Dignity Act Coordinators will be appointed to coordinate, implement, and review trends, investigate, track, and remedy allegations of bullying. The following people are designated as Dignity Act Coordinators:

<u>Name</u>	<u>Building</u>	<u>Phone</u>	<u>E-mail</u>
Timothy Dobbertin	BOCES-wide/ESC	352-2415	<a href="mailto:tdobbert@monroe2boces.org">tdobbert@monroe2boces.org</a>
<del>Paula Schneider</del>	<del>Alternative H. S.</del>	<del>617-2931</del>	<del><a href="mailto:lbeirst@monroe2boces.org">lbeirst@monroe2boces.org</a></del>
Barbara Martorana	Alternative H.S.	617-2448	<a href="mailto:bmartora@monroe2boces.org">bmartora@monroe2boces.org</a>
Maria Tantillo	TDP-SAB	352-9566 x229	<a href="mailto:mtantill@monroe2boces.org">mtantill@monroe2boces.org</a>
Ken Sharp	Taylor	352-3753	<a href="mailto:ksharp@monroe2boces.org">ksharp@monroe2boces.org</a>
<del>Frank Cimino</del>	<del>Rochester Tech Park</del>	<del>349-9177</del>	<del><a href="mailto:fcimino@monroe2boces.org">fcimino@monroe2boces.org</a></del>
<del>Heather Malone</del>	<del>Rochester Tech Park</del>	<del>617-2320</del>	<del><a href="mailto:hmalone@monroe2boces.org">hmalone@monroe2boces.org</a></del>
Jim Jewell	Transition Classroom	349-2944 x102	<a href="mailto:jjewell@monroe2boces.org">jjewell@monroe2boces.org</a>
Susan Hall	Alcott Road	671-2964 x29413	<a href="mailto:shall@monroe2boces.org">shall@monroe2boces.org</a>
Robert Hill	WEMOCO-CTE	352-2480	<a href="mailto:rhill@monroe2boces.org">rhill@monroe2boces.org</a>
<del>Sandy DiStefano</del>	<del>Westside Academy</del>	<del>247-5050 x2664</del>	<del><a href="mailto:sdistefa@monroe2boces.org">sdistefa@monroe2boces.org</a></del>

## Intervention

Intervention is an important step in preventing escalation and resolving issues at the earliest stages. Successful intervention may involve remediation, which includes measures to correct the behavior and prevent another occurrence. Staff is expected to refer students or intervene where bullying is suspected.

### Provisions for not feeling safe at school

Students who do not feel safe at school lose the capacity to learn. Staff, principals/building administrators, and parents should work together to define and implement needed accommodations to help ensure student safety. This effort will be collaborative and handled individually.

## Training

Training to support prevention and intervention will be reflected in the Annual Professional Development Plan, new teacher orientation, and in the curriculum.

## Reporting and Investigation

Students, staff, and parents should report bullying behavior they have observed or experienced. Complaints will be documented, treated and handled in accordance with the DASA regulations or BOCES Code of Conduct. Staff is expected to report an incident of bullying even if the student did not complain. The results of an investigation should be reported to the

complainant and accused who can appeal based on the procedures outlined in the DASA regulation 6462.

### Disciplinary Consequences/Remediation

Disciplinary action including involving law enforcement if criminal conduct is involved will be in accordance with the Code of Conduct. A clear message needs to be given that bullying actions are wrong and the behavior must discontinue. The consequences will be unique to the individual incident and vary depending on the severity of the behavior, child's age, and student's history of problem behaviors.

### Non-Retaliation

All complainants and those who initiate, testify, assist, report, or participate in the investigation of a complaint in conformity with state law and BOCES policies, who have acted reasonably and in good faith, have the right to be free from retaliation of any kind.

### Dissemination, monitoring, review, and reporting

This policy will be reviewed annually. The Board will review the VADIR report annually with attention to bullying and may consider further action based on the data. A complaint form will be posted on the BOCES website. This plain language summary will be sent to parents in the parent packet and will be included in the Code of Conduct and posted on the BOCES website.

Plain Language Summary of the Dignity for All Students (DASA): Created May 2012, Revised February 2013, Reviewed April 2014, Reviewed May 2016, Revised April 2017.  
Code of Conduct: Revised February 2013, Revised April 2014, Revised April 2015, Revised May 2016, Revised April 2017, *Revised April 2018*.

11. New Business

4. Resolution to Approve the Monroe 2-Orleans BOCES Classified Staff and Teacher Calendars for 2018-2019 School Year

**2018-2019 SCHOOL CALENDAR**  
**Monroe 2-Orleans BOCES**  
**Classified Calendar**

**JULY 2018**

Wednesday	July 4	Fourth of July
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**SEPTEMBER**

Monday	September 3	Labor Day
Tuesday	September 4	Opening Day Ceremony
Wednesday	September 5	School Opens: full day session

**OCTOBER**

Monday	October 8	Columbus Day
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**NOVEMBER**

Monday	November 12	Veteran's Day Observed
Wednesday-Friday	November 21-23	Thanksgiving Recess

**DECEMBER**

Tuesday	December 25	Holiday Recess
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**JANUARY 2019**

Tuesday	January 1	New Year's Day
Monday	January 21	Martin Luther King, Jr. Day

**FEBRUARY**

Monday	February 18	President's Day
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**MARCH**

**APRIL**

Monday	April 8	Superintendent's Conference Day
Friday	April 19	Good Friday

**MAY**

Monday	May 27	Memorial Day
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**JUNE**

Tuesday	June 25	Last day for students, teacher aides/SBAs
Wednesday	June 26	Last day for teachers

**Note:** There is also one floating holiday for classified staff to use at their discretion.

Board Approved: \_\_\_\_\_



**2018-2019 SCHOOL CALENDAR  
Monroe 2-Orleans BOCES  
Faculty/Students**

			<u>Number of School Days in Attendance</u>		
			<u>Faculty</u>	<u>Tchr Aides/SBAs</u>	<u>Students</u>
<b><u>SEPTEMBER 2018</u></b>					
Monday-Thursday	August 27-30	New Staff Orientation	4		
Monday	September 3	Labor Day (No school)			
Tuesday	September 4	**Faculty Orientation	1	1	
Wednesday	September 5	**School Opens: full day session	18	18	18
<b><u>OCTOBER</u></b>					
Friday	October 5	**Superintendent's Conference Day (No school for students)	22	22	21
Monday	October 8	Columbus Day (No school)			
<b><u>NOVEMBER</u></b>					
Monday	November 12	Veteran's Day Observed (No school)	18	18	18
Wednesday-Friday	November 21-23	Thanksgiving Recess (No school)			
<b><u>DECEMBER</u></b>					
Monday-Monday	December 24-31	Holiday Recess (No school)	15	15	15
<b><u>JANUARY 2019</u></b>					
Tuesday	January 1	New Year's Day (No school)	21	21	21
Wednesday	January 2	School Reopens			
Monday	January 21	Martin Luther King, Jr. Day (No school)			
Tuesday-Friday	January 22-25	Regents Exams (School in session)			
<b><u>FEBRUARY</u></b>					
Monday-Friday	February 18-22	President's Week, Mid-Winter Recess (No school)	15	15	15
<b><u>MARCH</u></b>					
Friday	March 22	March Break (No school)	20	20	20
<b><u>APRIL</u></b>					
Monday	April 8	**Superintendent's Conference Day (No school for students)	17	17	16
Monday-Friday	April 15-19	Spring Recess (No school)			
<b><u>MAY</u></b>					
Friday-Monday	May 24-27	Memorial Day Recess (No school)	21	21	21
<b><u>JUNE</u></b>					
Monday	June 3	Regents Exams (School in session)	18	17	17
Tuesday-Tuesday	June 18-25	Regents Exams (School in session) and last day for students, teacher aides/SBAs			
Wednesday	June 26	** Regents Exam Rating Day and last day for teachers			
			<hr/>		
			Total	186 (190)	185
					182

\*\*Subject to local determination

Board Approved: \_\_\_\_\_

11. New Business

5. Resolution to Approve 2018-2019 Board Meeting Dates

## **MONROE 2-ORLEANS BOCES 2018-19 BOARD MEETING DATES**

The Monroe 2-Orleans Board of Cooperative Educational Services typically holds its regular meetings August through June on the third Wednesday of the month **at 7:00 p.m.** in the Board Room of the Richard E. Ten Haken Educational Services Center, 3599 Big Ridge Road, Spencerport, New York 14559.

**PLEASE NOTE:** The July, November, February, and April meetings will **NOT** fall on the third Wednesday.

Wednesday, July 11, 2018 Noon Reorganizational-Regular Meeting; Audit Committee Meeting will immediately follow

Wednesday, August 15, 2018

Wednesday, September 19, 2018

Wednesday, October 17, 2018

Wednesday, November 14, 2018 (due to Thanksgiving Recess)

Wednesday, December 19, 2018

Wednesday, January 16, 2019

Wednesday, February 13, 2019

Wednesday, March 20, 2019

Wednesday, April 3, 2019 6:00 p.m. BOCES 2 Annual Meeting (Location: Big Ridge Road Campus)

Wednesday, April 10, 2019

Tuesday, April 23, 2019 Component Districts Annual Voting on BOCES 2 Administrative Budget and Board Member Elections

Wednesday, May 15, 2019 (*May meeting must occur on or before May 15 each year*)

Wednesday, June 19, 2019

11. New Business
  6. Monroe 2-Orleans BOCES 2016-2017 Report Card Review  
(Tim Dobbertin)

11. New Business

7. Resolution to Approve 2018 Extended School Year Classroom Lease Template

2018 EXTENDED SCHOOL YEAR  
CLASSROOM LEASE  
TEMPLATE

THIS AGREEMENT OF LEASE made this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the (District), a municipal corporation with offices at (address), hereinafter referred to as the “District,” and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, MONROE-ORLEANS COUNTIES, hereinafter referred to as “Tenant”;

WITNESSETH:

The District owns certain buildings located in said District and the Tenant is desirous of leasing a portion of those facilities for use by the Tenant for educational purposes and whereas such a lease has been approved by the (District) Central School District Board of Education.

NOW, THEREFORE, in consideration of the rents, covenants, and agreements hereinafter set forth, the District does lease to the Tenant, and the Tenant does lease from the District space consisting of (# sq. ft.) (see Attachment A) with the appurtenances and privileges herein described upon the following terms and conditions:

1. The term of lease is from (dates).
2. The District and Tenant agree the provisions of this lease, except for the square footage rate and sum of rent, will be in full force and effect. The agreed on square footage rate and sum of rent will be executed as an amendment to this agreement.

**(THIS PARAGRAPH IS OPTIONAL DEPENDING ON THE CIRCUMSTANCES OR USE PARAGRAPH #3).**

3. The Tenant shall pay as and for rent of said premises at the (school) building, the sum of the annual 12-month rental rate based on a formula using (District’s) total (school year) O&M costs which is yet to be determined, multiplied by the square footage, prorated to (#) days. The rent is

payable in one installment by August 31, (year) upon invoice from District and payable to the District School Treasurer.

4. The Tenant will be entitled to deduct from said rent, amounts of expenses Tenant incurred to make repairs that were the responsibility of the Landlord and the Landlord failed to rectify within five (5) calendar days.

5. Tenant must give District prompt notice of fire, accident, damage, dangerous or defective condition. A dangerous or defective condition includes damage or injury resulting from snow and/or ice buildup, and/or melting ice/snow on sidewalks, and parking lots utilized by Tenant. If any portion of the space cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the premises are unusable on the unusable portion of the space. District is responsible to incur costs not covered by Tenant's insurance to repair any damaged portion of the building interior or exterior unless such damage is the result of the Tenant's gross negligence.

6. It is agreed that the Tenant may terminate this lease at any time in the event that enrollment increases or declines, non-funding by component districts, similar occurrences cause continuation of the program to be impractical, or requests for services change.

7. It is further understood if requests for services change, either an increase or decrease, then the square footage leased may be altered provided ten (10) work days written notification is provided to the District. However, in the event of a need for an increase in square footage it is understood that such increase is subject to the availability of space and with the mutual agreement of both parties concerning this additional space.

8. The Tenant agrees to provide general liability insurance, not less than \$3,000,000 for the general aggregate and not less than \$1,000,000 for each occurrence, for any damage or injury resulting

from the negligence of the Tenant, its employees or student body. Said policy will name the District as an additional insured.

9. The District shall maintain insurance covering its own liability, not less than \$3,000,000 for the general aggregate and not less than \$1,000,000 for each occurrence, for any damage or injury, regarding the lease and shall provide all other types of insurance including but not limited to fire insurance. Said policy will name the Tenant as an additional insured. District maintains and can produce proof of New York State Workers' Compensation insurance for its employees if requested by Tenant.

10. The Tenant shall not assign this agreement or underlet or underlease the premises, or any part thereof, without the District's consent in writing unless said subletting is related to its purpose as specified above; or occupy, or permit or suffer the same to be occupied for any business other than that specified above.

11. The Tenant agrees that the District, the District's agents and other representatives shall have the right to enter into and upon said space at all reasonable hours, or any part thereof, with a Tenant representative present, for the purpose of examining and using the same, performing maintenance and custodial functions, making such repairs or alterations thereon that may be necessary for the safety and preservation thereof or making modifications per District, legal or contractual obligations.

12. The Tenant shall take good care of the space at its own cost and expense; make any and all interior cosmetic repairs, except structural, to the space resulting from its occupancy and/or use, normal wear and tear excepted. The District agrees to give ten (10) days' notice to Tenant with regard to any contemplated structural changes or modifications of the space. The Tenant agrees to provide



for repair of broken glass in windows in Tenant's portion of the space, provided such breakage is caused by Tenant's gross negligence.

13. Any space and or alterations/changes which are contemplated by the Tenant, except those which enhance the program or benefit the District, must first be approved by the District. The District is responsible for making all structural, HVAC, exterior, plumbing, not limited to pipes and fixtures, and the like changes and/or repairs. During construction, renovation or the performance of maintenance functions, Tenant will be relocated to a convenient location with the same amount of space with thirty (30) days' notice. The District will provide security for all Tenant's materials, supplies, and equipment during the relocation.

14. The District further agrees to provide the following:

- (a) Provide Tenant with outside keys and interior keys as applicable. In the event of loss of keys, the Tenant agrees to inform the District immediately. The Tenant agrees to pay the cost of replacement of individual keys. If in the judgment of the District and competent police authority the building ought to be re-keyed due to the Tenant's negligence or inadvertence, the Tenant agrees to pay the cost of re-keying for the affected areas of the facility. (The cost of re-keying is not to exceed \$500.00.)
- (b) Snow and ice removal of the parking lots and all exterior areas of the building not limited to roof and sidewalks.
- (c) Trash removal and small or bulk items removed associated with the premises.
- (d) Provide all non-structural common area maintenance costs.
- (e) Maintain fire alarm and sprinkler system and costs associated with such.
- (f) Pay for all heat, water, sewer, electric and all other utilities except telephone.

- (g) Provide adequate parking facilities for Tenant personnel adjacent to the building where space is being leased.
- (h) Custodial and janitorial services; landscaping.
- (i) Maintain present fire extinguishers, smoke detectors, and carbon monoxide detectors.
- (j) Comply with and provide legally required safety and fire drills.
- (k) Allow Tenant to peaceably and quietly enjoy the premises.
- (l) District will pay all county state, local property and other taxes.
- (m) Free Internet access and/or Wi-Fi access and cable if applicable.
- (n) Maintain maintenance and mowing of grounds and flower beds.
- (o) Potable and drinkable water in compliance with all legal standards in all plumbing and on all fixtures and faucets.

15. The Tenant shall be free to use the space pursuant to Tenant's calendar and guidelines as to time and days.

16. If after default in payment of rent or violation of any other provisions of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other personal property prior to such default, removal, expiration of lease, or prior to the issuance of the final order of execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the District except for any fiber optic type cables if installed by Tenant. However, the Tenant reserves the right to remove any fixtures and/or materials at the termination of the lease or any extensions thereof.

17. The Tenant agrees not to erect any signs without District's approval.

18. The Tenant's use of facilities shall be limited to those areas as specified above.

19. The District further covenants that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid shall and may peacefully and quietly have, hold and enjoy the said premises for the term aforesaid, provided however, that this covenant shall not be conditioned upon the retention of title to the premises by the District.

20. Any changes or amendments to this lease shall be in writing and executed by both parties.

21. In the event any provisions of this agreement shall be held invalid, and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or condition or covenant shall be construed by the other party as a waiver of subsequent breach of the same by the other party.

22. The District covenants that the leased premises are in compliance with all federal and state regulations and requirements relating to buildings and school buildings including but not limited to occupational safety and health and environment protection, the New York School Asbestos Safety Act, and the Federal Asbestos Hazard Emergency Response Act. The District agrees to maintain the leased premises during the lease term in compliance with any and all such statutes and all regulations at its sole cost and expense. The District shall furnish to the Tenant any and all reports filed with or received from federal and state governmental agencies, when filed or received, with respect to such matters described in this paragraph.

23. Notwithstanding the limits of any policy of insurance provided by the District pursuant to this Agreement, the District agrees to indemnify and hold harmless the Tenant and at the request of the Tenant, defend the Tenant against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the Tenant may incur, suffer or be required to pay by reason of or in consequence, directly or indirectly, of the fault, failure, omission or negligence of the District, its agents, officers, members, directors, or employees, including any misrepresentations

contained in the Agreement or the breach of any warranty made herein or the failure of the District to carry out its duties under this Agreement or otherwise arising out of or in connection with, directly or indirectly, this Agreement. The Tenant shall not be required to indemnify the District for any damage or loss arising out of any negligent acts or willful misconduct of the District, its officers or agents. If a conflict arises between the indemnification contained in this Agreement and the insurance certificate provided by the District pursuant to this Agreement, the indemnification under this paragraph controls.

24. This lease will be construed in accordance with New York State Law.

25. This represents the entire lease between the parties. Any previous lease between the parties, oral or in writing, is superseded by this lease.

26. Tenant can terminate the lease with five (5) work day's written notice notwithstanding the exceptions in paragraph #6 above.

27. District will comply with Federal Law with regard to Part Z chemicals and maintain Safety Data Sheets (SDS) on file.

28. The District shall observe and apply the appropriate standard of confidentiality to records and information or be subject to liability including breach of confidentiality penalties. No records shall be disclosed, re-disclosed, or used for personal gain/benefit. All student and/or staff records, or information gathered in the course of on the leased premises, will be maintained as confidential by District employees and/or subcontractors in accordance with FERPA & HIPAA.

29. The District will establish and maintain appropriate standards of health, safety, and other work conditions to ensure that students/staff are adequately protected against hazards or activities that may affect their health or safety.

30. Any notice required or permitted by this Agreement shall be made by personal delivery (effective when delivered) or by certified mail, return receipt requested (effective two (2) business days after proper posting) to the addresses first set forth above. Notices and Service of Process sent to the District shall be to the attention of \_\_\_\_\_. Notices and Service of Process sent to Tenant shall be to the attention of its District Clerk.

31. District hereby acknowledges that Tenant is under no obligation to utilize District premises under this Agreement on an exclusive basis.

32. The Monroe 2-Orleans Board of Cooperative Educational Services does **(Both parties agree)** not discriminate on the basis of age, sex, race, color, national origin, disability, creed, marital status, veteran status, sexual orientation, prior criminal offense, domestic violence victim status, or genetic status in its programs or activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle complaints/inquiries regarding the BOCES non-discrimination's policies: Director of Human Resources, 3599 Big Ridge Road, Spencerport, New York 14559, 585-352-2420, and is also the Title VII and Title IX Officer. For further information on notice of non-discrimination, visit <http://wdcrobcop01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area, or call 1-800-421-3481. Please note that those wishing to file a complaint may also do so through the Department of Education's Office for Civil Rights at <http://www2.ed.gov/about/offices/list/ocr/qa-complaints.html>. See also New York State Executive Law 296-a.

33. Any original materials created by Tenant under this lease are Tenant-owned material and the Tenant retains the copyright ownership of those materials. None of those materials, nor any part

thereof, may be copied, reproduced, and/or distributed, modified, displayed, or published in any form whatsoever without Tenant's explicit written permission.

AND, IT IS MUTUALLY UNDERSTOOD AND AGREED, that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors, and administrators.

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

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

BY \_\_\_\_\_  
JO ANNE L. ANTONACCI  
DISTRICT SUPERINTENDENT

\_\_\_\_\_ DATE

(District) CENTRAL SCHOOL

BY \_\_\_\_\_  
SUPERINTENDENT

\_\_\_\_\_ DATE

11. New Business

8. Resolution to Approve 2018 Regional Summer School Classroom Lease Template for Churchville-Chili and Greece Central School Districts

2018 REGIONAL SUMMER SCHOOL  
CLASSROOM LEASE  
TEMPLATE

THIS AGREEMENT OF LEASE made this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the (District), a municipal corporation with offices at (address), hereinafter referred to as the “District,” and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, MONROE-ORLEANS COUNTIES, hereinafter referred to as “Tenant”;

WITNESSETH:

The District owns certain buildings located in said District and the Tenant is desirous of leasing a portion of those facilities for use by the Tenant for educational purposes and whereas such a lease has been approved by the (District) Central School District Board of Education.

NOW, THEREFORE, in consideration of the rents, covenants, and agreements hereinafter set forth, the District does lease to the Tenant, and the Tenant does lease from the District space with the appurtenances and privileges herein described upon the following terms and conditions:

1. The term of lease is from (dates).

2. The District and Tenant agree the provisions of this lease, except for the square footage, square footage rate and sum of rent, will be in full force and effect. The agreed on square footage, square footage rate and sum of rent will be executed as an amendment to this agreement.

**(THIS PARAGRAPH IS OPTIONAL DEPENDING ON THE CIRCUMSTANCES OR USE PARAGRAPH #3).**

3. The Tenant shall pay as and for rent of said premises at the (school) building the sum of the annual 12-month rental rate based on a formula using (District’s) total (school year) O&M costs which is yet to be determined. The rent is payable in one installment by August 31, (year) upon invoice from District and payable to the District School Treasurer.



4. The Tenant will be entitled to deduct from said rent, amounts of expenses Tenant incurred to make repairs that were the responsibility of the Landlord and the Landlord failed to rectify within five (5) calendar days.

5. Tenant must give District prompt notice of fire, accident, damage, dangerous or defective condition. A dangerous or defective condition includes damage or injury resulting from snow and/or ice buildup, and/or melting ice/snow on sidewalks, and parking lots utilized by Tenant. If any portion of the space cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the premises are unusable on the unusable portion of the space. District is responsible to incur costs not covered by Tenant's insurance to repair any damaged portion of the building interior or exterior unless such damage is the result of the Tenant's gross negligence.

6. It is agreed that the Tenant may terminate this lease at any time in the event that enrollment increases or declines, non-funding by component districts, similar occurrences cause continuation of the program to be impractical, or requests for services change.

7. It is further understood if requests for services change, either an increase or decrease, then the square footage leased may be altered provided ten (10) work days written notification is provided to the District. However, in the event of a need for an increase in square footage it is understood that such increase is subject to the availability of space and with the mutual agreement of both parties concerning this additional space.

8. The Tenant agrees to provide general liability insurance, not less than \$3,000,000 for the general aggregate and not less than \$1,000,000 for each occurrence, for any damage or injury resulting from the negligence of the Tenant, its employees or student body. Said policy will name the District as an additional insured.

9. The District shall maintain insurance covering its own liability, not less than \$3,000,000 for the general aggregate and not less than \$1,000,000 for each occurrence, for any damage or injury, regarding the lease and shall provide all other types of insurance including but not limited to fire insurance. Said policy will name the Tenant as an additional insured. District maintains and can produce proof of New York State Workers' Compensation insurance for its employees if requested by Tenant.

10. The Tenant shall not assign this agreement or underlet or underlease the premises, or any part thereof, without the District's consent in writing unless said subletting is related to its purpose as specified above; or occupy, or permit or suffer the same to be occupied for any business other than that specified above.

11. The Tenant agrees that the District, the District's agents and other representatives shall have the right to enter into and upon said space at all reasonable hours, or any part thereof, with a Tenant representative present, for the purpose of examining and using the same, performing maintenance and custodial functions, making such repairs or alterations thereon that may be necessary for the safety and preservation thereof or making modifications per District, legal or contractual obligations.

12. The Tenant shall take good care of the space at its own cost and expense, make any and all interior cosmetic repairs, except structural, to the space resulting from its occupancy and/or use, normal wear and tear excepted. The District agrees to give ten (10) days' notice to Tenant with regard to any contemplated structural changes or modifications of the space. The Tenant agrees to provide for repair of broken glass in windows in Tenant's portion of the space, provided such breakage is caused by Tenant's gross negligence.

13. Any space and or alterations/changes which are contemplated by the Tenant, except those which enhance the program or benefit the District, must first be approved by the District. The District is responsible for making all structural, HVAC, exterior, plumbing, not limited to pipes and fixtures, and the like changes and/or repairs. During construction, renovation or the performance of maintenance functions, Tenant will be relocated to a convenient location with the same amount of space with thirty (30) days' notice. The District will provide security for all Tenant's materials, supplies, and equipment during the relocation.

14. The District further agrees to provide the following:

- (a) Provide Tenant with outside keys and interior keys as applicable. In the event of loss of keys, the Tenant agrees to inform the District immediately. The Tenant agrees to pay the cost of replacement of individual keys. If in the judgment of the District and competent police authority the building ought to be re-keyed due to the Tenant's negligence or inadvertence, the Tenant agrees to pay the cost of re-keying for the affected areas of the facility. (The cost of re-keying is not to exceed \$500.00.)
- (b) Snow and ice removal of the parking lots and all exterior areas of the building not limited to roof and sidewalks.
- (c) Trash removal and small or bulk items removed associated with the premises.
- (d) Provide all non-structural common area maintenance costs.
- (e) Maintain fire alarm and sprinkler system and costs associated with such.
- (f) Pay for all heat, water, sewer, electric and all other utilities except telephone.
- (g) Provide adequate parking facilities for Tenant personnel adjacent to the building where space is being leased.

- (h) Custodial and janitorial services; landscaping.
- (i) Maintain present fire extinguishers, smoke detectors, and carbon monoxide detectors.
- (j) Comply with and provide legally required safety and fire drills.
- (k) Allow Tenant to peaceably and quietly enjoy the premises.
- (l) District will pay all county state, local property and other taxes.
- (m) Free Internet access and/or Wi-Fi access and cable if applicable.
- (n) Maintain maintenance and mowing of grounds and flower beds.
- (o) Potable and drinkable water in compliance with all legal standards in all plumbing and on all fixtures and faucets.

15. The Tenant shall be free to use the space pursuant to Tenant's calendar and guidelines as to time and days.

16. If after default in payment of rent or violation of any other provisions of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other personal property prior to such default, removal, expiration of lease, or prior to the issuance of the final order of execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the District except for any fiber optic type cables if installed by Tenant. However, the Tenant reserves the right to remove any fixtures and/or materials at the termination of the lease or any extensions thereof.

17. The Tenant agrees not to erect any signs without District's approval.

18. The Tenant's use of facilities shall be limited to those areas as specified above.

19. The District further covenants that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid shall and may peacefully and quietly have, hold and enjoy the

said premises for the term aforesaid, provided however, that this covenant shall not be conditioned upon the retention of title to the premises by the District.

20. Any changes or amendments to this lease shall be in writing and executed by both parties.

21. In the event any provisions of this agreement shall be held invalid, and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or condition or covenant shall be construed by the other party as a waiver of subsequent breach of the same by the other party.

22. The District covenants that the leased premises are in compliance with all federal and state regulations and requirements relating to buildings and school buildings including but not limited to occupational safety and health and environment protection, the New York School Asbestos Safety Act, and the Federal Asbestos Hazard Emergency Response Act. The District agrees to maintain the leased premises during the lease term in compliance with any and all such statutes and all regulations at its sole cost and expense. The District shall furnish to the Tenant any and all reports filed with or received from federal and state governmental agencies, when filed or received, with respect to such matters described in this paragraph.

23. Notwithstanding the limits of any policy of insurance provided by the District pursuant to this Agreement, the District agrees to indemnify and hold harmless the Tenant and at the request of the Tenant, defend the Tenant against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the Tenant may incur, suffer or be required to pay by reason of or in consequence, directly or indirectly, of the fault, failure, omission or negligence of the District, its agents, officers, members, directors, or employees, including any misrepresentations contained in the Agreement or the breach of any warranty made herein or the failure of the District to carry out its duties under this Agreement or otherwise arising out of or in connection with, directly or

indirectly, this Agreement. The Tenant shall not be required to indemnify the District for any damage or loss arising out of any negligent acts or willful misconduct of the District, its officers or agents. If a conflict arises between the indemnification contained in this Agreement and the insurance certificate provided by the District pursuant to this Agreement, the indemnification under this paragraph controls.

24. This lease will be construed in accordance with New York State Law.

25. This represents the entire lease between the parties. Any previous lease between the parties, oral or in writing, is superseded by this lease.

26. Tenant can terminate the lease with five (5) work day's written notice notwithstanding the exceptions in paragraph #6 above.

27. District will comply with Federal Law with regard to Part Z chemicals and maintain Safety Data Sheets (SDS) on file.

28. The District shall observe and apply the appropriate standard of confidentiality to records and information or be subject to liability including breach of confidentiality penalties. No records shall be disclosed, re-disclosed, or used for personal gain/benefit. All student and/or staff records, or information gathered in the course of on the leased premises, will be maintained as confidential by District employees and/or subcontractors in accordance with FERPA & HIPAA.

29. The District will establish and maintain appropriate standards of health, safety, and other work conditions to ensure that students/staff are adequately protected against hazards or activities that may affect their health or safety.

30. Any notice required or permitted by this Agreement shall be made by personal delivery (effective when delivered) or by certified mail, return receipt requested (effective two (2) business days after proper posting) to the addresses first set forth above. Notices and Service of Process sent

to the District shall be to the attention of \_\_\_\_\_. Notices and Service of Process sent to Tenant shall be to the attention of its District Clerk.

31. District hereby acknowledges that Tenant is under no obligation to utilize District premises under this Agreement on an exclusive basis.

32. The Monroe 2-Orleans Board of Cooperative Educational Services does **(Both parties agree)** not discriminate on the basis of age, sex, race, color, national origin, disability, creed, marital status, veteran status, sexual orientation, prior criminal offense, domestic violence victim status, or genetic status in its programs or activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle complaints/inquiries regarding the BOCES non-discrimination's policies: Director of Human Resources, 3599 Big Ridge Road, Spencerport, New York 14559, 585-352-2420, and is also the Title VII and Title IX Officer. For further information on notice of non-discrimination, visit <http://wdcrobcop01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area, or call 1-800-421-3481. Please note that those wishing to file a complaint may also do so through the Department of Education's Office for Civil Rights at <http://www2.ed.gov/about/offices/list/ocr/qa-complaints.html>. See also New York State Executive Law 296-a.

33. Any original materials created by Tenant under this lease are Tenant-owned materials and the Tenant retains the copyright ownership of those materials. None of those materials, nor any part thereof, may be copied, reproduced, and/or distributed, modified, displayed, or published in any form whatsoever without Tenant's explicit written permission.

AND, IT IS MUTUALLY UNDERSTOOD AND AGREED, that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors, and administrators.

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

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

BY \_\_\_\_\_  
JO ANNE L. ANTONACCI  
DISTRICT SUPERINTENDENT

\_\_\_\_\_  
DATE

(District) CENTRAL SCHOOL

BY \_\_\_\_\_  
SUPERINTENDENT

\_\_\_\_\_  
DATE



11. New Business

9. Resolution to Approve 2018 Regional Summer School Credit Recovery Program Lease Template

2018 REGIONAL SUMMER SCHOOL  
CREDIT RECOVERY PROGRAM LEASE  
TEMPLATE

THIS AGREEMENT OF LEASE made this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the (District), a municipal corporation with offices at (address), hereinafter referred to as the “District,” and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, MONROE-ORLEANS COUNTIES, hereinafter referred to as “Tenant”;

WITNESSETH:

The District owns certain buildings located in said District and the Tenant is desirous of leasing a portion of those facilities for use by the Tenant for educational purposes and whereas such a lease has been approved by the (Board).

NOW, THEREFORE, in consideration of the rents, covenants, and agreements hereinafter set forth, the District does lease to the Tenant, and the Tenant does lease from the District space with the appurtenances and privileges herein described upon the following terms and conditions:

1. The term of lease is from (dates).
2. The District and Tenant agree the provisions of this lease will be in full force and effect.
3. There is no charge to the Tenant for the use of classrooms and associated space for the BOCES 2 Regional Summer School Credit Recovery Program.
4. Tenant must give District prompt notice of fire, accident, damage or dangerous or defective condition. A dangerous or defective condition includes damage or injury resulting from snow and/or ice buildup, and/or melting on sidewalks, and parking lots utilized by Tenant. District is responsible to incur costs not covered by Tenant’s insurance to repair any damaged portion of the building interior or exterior unless such damage is the result of the Tenant’s gross negligence.

5. It is agreed that the Tenant may terminate this lease at any time in the event that enrollment increases or declines, non-funding by component districts, similar occurrences cause continuation of the program to be impractical, or requests for services change.

6. It is further understood if requests for services change, either an increase or decrease, then the square footage leased may be altered provided ten (10) work days written notification is provided to the District. However, in the event of a need for an increase in square footage it is understood that such increase is subject to the availability of space and with the mutual agreement of both parties concerning this additional space.

7. The Tenant agrees to provide general liability insurance, not less than \$3,000,000 for the general aggregate and not less than \$1,000,000 for each occurrence, for any damage or injury resulting from the negligence of the Tenant, its employees or student body. Said policy will name the District as an additional insured.

8. The District shall maintain insurance covering its own liability, not less than \$3,000,000 for the general aggregate and not less than \$1,000,000 for each occurrence, for any damage or injury, regarding the lease and shall provide all other types of insurance including but not limited to fire insurance. Said policy will name the Tenant as an additional insured. District maintains and can produce proof of New York State Workers' Compensation insurance for its employees if requested.

9. The Tenant shall not assign this agreement or underlet or underlease the premises, or any part thereof, without the District's consent in writing unless said subletting is related to its purpose as specified above; or occupy, or permit or suffer the same to be occupied for any business other than that specified above.

10. The Tenant agrees that the District, the District's agents and other representatives shall have the right to enter into and upon said space at all reasonable hours, or any part thereof, with a

Tenant representative present, for the purpose of examining and using the same, performing maintenance and custodial functions or making such repairs or alterations thereon that may be necessary for the safety and preservation thereof.

11. The Tenant shall take good care of the space at its own cost and expense; make any and all interior cosmetic repairs, except structural, to the space resulting from its occupancy and/or use, normal wear and tear excepted. The District agrees to give ten (10) days' notice to Tenant with regard to any contemplated structural changes or modifications of the space. The Tenant agrees to provide for repair of broken glass windows in Tenant's portion of the space, provided such breakage is caused by Tenant's gross negligence.

12. Any space and or alterations/changes which are contemplated by the Tenant, except those which enhance the program or benefit the District, must first be approved by the District. The District is responsible for making all structural, HVAC, exterior, plumbing, and the like changes and/or repairs. During construction, renovation or the performance of maintenance functions, Tenant will be relocated to a convenient location with same amount of space with thirty (30) days' notice. The District will provide security for all Tenant's materials, supplies, and equipment during the relocation.

13. The District further agrees to provide the following:

- (a) Provide Tenant with outside keys and interior keys as applicable. In the event of loss of keys, the Tenant agrees to inform the District immediately. The Tenant agrees to pay the cost of replacement of individual keys. If in the judgment of the District and competent police authority the building ought to be re-keyed due to the Tenant's negligence or inadvertence, the Tenant agrees to pay the cost of re-keying for the affected areas of the facility. (The cost of re-keying is not to exceed \$500.00.)

- (b) Snow and ice removal of the parking lots and all exterior areas of the building not limited to roof and sidewalks.
- (c) Trash removal and small or bulk items removed associated with the premises.
- (d) Provide all non-structural common area maintenance costs.
- (e) Maintain fire alarm and sprinkler system and costs associated with such.
- (f) Pay for all heat, water, sewer, electric and all other utilities except telephone.
- (g) Provide adequate parking facilities for Tenant personnel adjacent to the building where space is being leased.
- (h) Custodial and janitorial services; landscaping.
- (i) Maintain present fire extinguishers, smoke detectors, and carbon monoxide detectors.
- (j) Comply with and provide legally required safety and fire drills.
- (k) Allow Tenant to peaceably and quietly enjoy the premises.
- (l) District will pay all county state, local property and other taxes.
- (m) Free Internet access and/or Wi-Fi access and cable if applicable.
- (n) Maintain maintenance and mowing of grounds, and flower beds.

14. The Tenant shall be free to use the space pursuant to Tenant's calendar and guidelines as to time and days.

15. If after default in payment of rent or violation of any other provisions of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other personal property prior to such default, removal, expiration of lease, or prior to the issuance of the final order of execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the District except for any fiber optic

type cables if installed by Tenant. However, the Tenant reserves the right to remove any fixtures and/or materials at the termination of the lease or any extensions thereof.

16. The Tenant agrees not to erect any signs without District's approval.

17. The Tenant's use of facilities shall be limited to those areas as specified above.

18. The District further covenants that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid shall and may peacefully and quietly have, hold and enjoy the said premises for the term aforesaid, provided however, that this covenant shall not be conditioned upon the retention of title to the premises by the District.

19. Any changes or amendments to this lease shall be in writing and executed by both parties.

20. In the event any provisions of this agreement shall be held invalid, and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or condition or covenant shall be construed by the other party as a waiver of subsequent breach of the same by the other party.

21. The District covenants that the lease premises are in compliance with all federal and state regulations and requirements relating to buildings and school buildings including but not limited to occupational safety and health and environment protection, the New York School Asbestos Safety Act, and the Federal Asbestos Hazard Emergency Response Act. The District agrees to maintain the leased premises during the lease term in compliance with all such statutes and regulations at its sole cost and expense. The District shall furnish to the Tenant any and all reports filed with or received from federal and state governmental agencies, when filed or received, with respect to such matters described in this paragraph.

22. Notwithstanding the limits of any policy of insurance provided by the District pursuant to this Agreement, the District agrees to indemnify and hold harmless the Tenant and at the request

of the Tenant, defend the Tenant against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the Tenant may incur, suffer or be required to pay by reason of or in consequence, directly or indirectly, of the fault, failure, omission or negligence of the District, its agents, officers, members, directors, or employees, including any misrepresentations contained in the Agreement or the breach of any warranty made herein or the failure of the District to carry out its duties under this Agreement or otherwise arising out of or in connection with, directly or indirectly, this Agreement. The Tenant shall not be required to indemnify the District for any damage or loss arising out of any negligent acts or willful misconduct of the District, its officers or agents. If a conflict arises between the indemnification contained in this Agreement and the insurance certificate provided by the District pursuant to this Agreement, the indemnification under this paragraph controls.

23. This lease will be construed in accordance with New York State Law.

24. This is the final lease and supersedes any and all oral or previously written agreement.

25. Tenant can terminate the lease with five (5) days written notice notwithstanding the exceptions in paragraph #5 above.

26. District will comply with Federal Law with regard to Part Z chemicals and maintain Safety Data Sheets (SDS) on file for any Tenant staff and student exposed to Part Z Chemicals.

27. The District shall observe and apply the appropriate standard of confidentiality to records and information or be subject to liability including breach of confidentiality penalties. No records shall be disclosed, re-disclosed, or used for personal gain/benefit. All student and/or staff records, or information gathered in the course of on the leased premises, will be maintained as confidential by District employees and/or subcontractors in accordance with FERPA & HIPAA.

28. The District will establish and maintain appropriate standards of health, safety, and other work conditions to ensure that students/staff are adequately protected against hazards or activities that may affect their health or safety.

29. Any notice required or permitted by this Agreement shall be made by personal delivery (effective when delivered) or by certified mail, return receipt requested (effective two (2) business days after proper posting) to the addresses first set forth above. Notices and Service of Process sent to the District shall be to the attention of ----- . Notices and Service of Process sent to Tenant shall be to the attention of its District Clerk.

30. District hereby acknowledges that Tenant is under no obligation to utilize District premises services under this Agreement on an exclusive basis.

31. Both parties agree that neither party will discriminate based on race, color, creed, religion, national origin, age, disability, marital status, sexual orientation, gender, military/veteran status, genetic status, victim of domestic violence. The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration or any other protected class protected under New York State Executive Law and or Title VII under Federal Law.

AND, IT IS MUTUALLY UNDERSTOOD AND AGREED, that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors, and administrators.

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



BOARD OF COOPERATIVE EDUCATIONAL SERVICES

BY \_\_\_\_\_  
JO ANNE L. ANTONACCI  
DISTRICT SUPERINTENDENT

\_\_\_\_\_  
DATE

(District) CENTRAL SCHOOL

BY \_\_\_\_\_  
SUPERINTENDENT

\_\_\_\_\_  
DATE

12. Personnel and Staffing
  1. Resolution to approve the Personnel and Staffing Agenda

13. Bids/Lease Purchases

1. Resolution to Accept Cooperative Fine Paper Bid
2. Resolution to Accept Cooperative Office Supplies Bid
3. Resolution to Accept Cooperative Classroom Supplies Bid
4. Resolution to Accept Cooperative Calculators Bid
5. Resolution to Accept Monroe 2-Orleans BOCES participation in Cooperative bid with The BOCES of Nassau County for Various Commodities and/or Services – Furniture: Classroom & Office

14. Executive Officer's Reports
  1. Albany D.S. Report
  2. Local Update

15. Committee Reports

- Labor Relations Committee (J. Abbott/J. Heise)
- Legislation Committee (J. Heise/J. Abbott)
- Information Exchange Committee (D. Laba/R. Charles Phillips)

## 16. Upcoming Meetings/Calendar Events

- April 18 Noon MCSBA Information Exchange (Double Tree)  
April 23 Superintendent's Conference Day – Classified Staff  
April 24 Component Districts Annual Voting on BOCES 2 Administrative Budget and Board Member Elections  
April 25 Noon MCSBA Labor Relations Committee  
April 25 5:45pm MCSBA Executive Committee (Fedele's Brook House)
- May 2 Noon MCSBA Legislative Committee (Double Tree Inn)  
May 2 5:45pm MCSBA Board Presidents Meeting  
May 3 2pm Board Officer Agenda Review  
May 4 6:15pm Spring Dinner Dance  
May 5 2:30pm BELL Graduation  
May 8 8:30am New Visions District Counselor Appreciation  
May 9 4-5:30pm MCSBA Information Exchange: Every Student Succeeds Act (ESSA) Presentation by Antonacci/Ryan/White (Double Tree)
- May 9 7pm Regular Board Meeting (ESC, Board Room)  
May 10 4pm GVASCD Awards Reception  
May 14 5:30pm Make All the Difference Scholarship Recipients' Reception  
May 15 Component District Budget Votes  
May 17 6pm National Technical Honor Society  
May 23 8:15-9:45am and 12:45-2:15pm CTE Services and Trades Showcase (WEMOCO Conference Room)
- May 23 3pm Construction Celebration for 2018 House (Student Constructed House Site)  
May 23 5:30pm MCSBA Annual Meeting (Shadow Lake Golf Club)  
May 24 3:30pm DS Forum  
May 28 BOCES 2 Closed
- June 5 7pm CWD High School Equivalency Graduation  
June 7 6:30pm CTE Recognition Ceremony  
June 8 9:30-1:30 SEPTO Fun Fair  
June 9 7:30am MCSBA New Board Member Training  
June 11 9-10am Therapeutic Day Program Graduation  
June 11 1pm Alternative High School Graduation  
June 11 6-7pm Westside Academy's Senior Celebration  
June 12 11:30am Meet and Greet/Noon Retirees Luncheon Ceremony (ESC, PDC)  
June 12 7pm Moving-On Ceremony  
June 13 Noon Board Officer Agenda Review  
June 19 6pm Special Education End-of-the-Year Meeting  
June 20 7pm Regular Board Meeting (ESC, Board Room)

17. Other Items

18. Anticipated Executive Session to discuss the employment history of a particular person(s).



## 19. Adjournment