

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, March 17, 2021 at 6:30 p.m. in PDC 1 & 2 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 collective negotiations pursuant to Article 14 of the Civil Service Law (the Taylor Law), and the employment history of a particular person.

BOARD MEMBERS

Dennis Laba, President

R. Charles Phillips, Vice President

John Abbott

Kathleen Dillon

Gerald Maar

Michael May

Constance Rockow

Elizabeth VenVertloh

AGENDA

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Agenda Item(s) Modifications
4. Approval of Minutes: February 10, 2021 Regular Meeting Minutes
5. Public Interaction
6. Financial Reports
  1. Resolution to Accept Treasurer's Report
  2. Resolution to Accept WinCap Report
  3. Internal Claims Exception Log
7. Board Presentation: Heavy Equipment and Maintenance – James Slocum/Shawna Gareau-Kurtz
8. Old Business
  - 1.
9. New Business
  1. First Reading Policy #1440 – NON-DISCRIMINATION
  2. First Reading Policy #2219 – GENDER NEUTRAL SINGLE OCCUPANCY BATHROOMS
  3. First Reading Policy #6463/6463F– TITLE IX AND SEX DISCRIMINATION
  4. First Reading of Amendment to 2020-21 District-Wide School Safety (SAVE) Plan
  5. Resolution to Accept Donation of 16 Solar Modules (Q cells) from CED Greentech
  6. Resolution to Accept Donation of new solar installation hardware from CED Greentech
  7. CTE Salitan and Davison scholarship Interviews
  8. Determine 2021 Reorganizational Meeting and Board staff development
10. Personnel and Staffing
  1. Resolution to Approve Personnel and Staffing Agenda

11. Bids/Lease Purchases
  1. Resolution to Accept Cooperative Art Supplies Bid
  
12. Executive Officer's Reports
  1. Albany D.S. Report
  2. Local Update
  
13. Committee Reports
  - Labor Relations Committee (J. Abbott)
  - Legislation Committee (D. Laba/K. Dillon)
  - Information Exchange Committee (R. Charles Phillips/L. VenVertloh)
  
14. Upcoming Meetings/Calendar Events

March 17	6:30pm Board Meeting (ESC, PDC 1&2)
March 20	8:00am Prospective Candidate Seminar (Double Tree)
March 24	Noon MCSBA Labor Relations Committee (Double Tree)
April 4	Noon Board Officer Agenda Review (ESC, CR 1)
April 7	Noon MCSBA Legislative Committee (Double Tree)
	5:45pm MCSBA Board Presidents Meeting (Double Tree)
April 10-11	NSBA Annual Conference, Chicago
April 14	Noon MCSBA Information Exchange Committee (Double Tree)
	6:30pm BOCES 2 Annual Meeting (Big Ridge Road Campus-ESC, PDC 1&2)
	immediately followed by April BOCES 2 Regular Board Meeting; Code of Conduct Public Hearing
April 16	8:30am District Clerks Conference (Remote)
April 21	Noon MCSBA Steering Committee ( <b>Rescheduled from 3/17</b> Double Tree)
	<del>6:30pm Board Meeting (ESC, PDC 1&amp;2) Code of Conduct Public Hearing</del> ( <b>Moved to 4/14</b> )
April 27	Component Districts Annual Voting on BOCES 2 Administrative Budget and Board Member Elections
  
15. Other Items
  
16. Executive Session
  
17. Adjournment

## 1. Call the Meeting to Order

## 2. Pledge of Allegiance

### 3. Agenda Item(s) Modifications

#### 4. Approval of Minutes: February 10, 2021 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 February 10, 2021 at 6:30 p.m. at the Richard E. Ten Haken Educational Services Center, Spencerport, New York 14559.

Members Present:

Dennis Laba, President  
John Abbott  
Kathleen Dillon  
Gerald Maar (Remote)

Michael May  
Constance Rockow (Remote)  
Elizabeth VenVertloh (Remote)

Members Absent: R. Charles Phillips, Vice President

Staff Present:

Jo Anne Antonacci  
Karen Brown, Esq.  
Steve Dawe  
Timothy Dobbertin

Kelly Mutschler  
Dr. Marijo Pearson  
Steve Roland  
Dr. Michelle Ryan

1. Call the Meeting to Order  
The meeting was called to order by President Laba at 6:30 p.m.
2. Pledge of Allegiance
3. Agenda/Items(s) Modifications  
There were no agenda modifications.
4. Approval of Minutes  
Resolved: To approve the January 20, 2021 Regular Meeting Minutes as presented.  
  
Moved by J. Abbott, seconded by K. Dillon; passed unanimously.
5. Public Interaction  
There was no public interaction.
6. Financial Reports  
S. Roland reported on the Treasurer's Report, WINCAP Report, Internal Claims Exception Log, and the Rochester Area Community Foundation Fund (for the Monroe 2-Orleans Educational Foundation) April 1 through December 31, 2020, Statement.  
  
Resolved: To approve the Treasurer's and WINCAP Reports as presented.  
  
Motion by M. May, seconded by J. Abbott; passed unanimously.  
  
Resolved: To approve the Internal Claims Log as presented.  
  
Motion by J. Abbott, seconded by Kathy Dillon; passed unanimously.

7. Board Presentation: Steve Roland presented the 2021-22 proposed budget. The Monroe 2-Orleans BOCES budget will be presented to component superintendents, board members, and staff at the April 14, 2021, Annual Meeting. The board asked questions and thanked Steve for his presentation.

8. Old Business

9. New Business

1. Resolved: To Accept Donation of welding gloves from Haun Welding

Motion by M. May seconded by K. Dillon; passed unanimously

2. Resolved To Accept Donation of aluminum gutter from Monroe Insulation and Gutter (MIG)

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

10. Personnel and Staffing

1. 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. FY 2020 – 2021 Instructional Technology State-Wide Licensing Agreements, Add-on #2

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

12. Executive Officer's Report

New York State Education Commissioner, Dr. Betty Rosa has been affirmed.

Dr. Dadey, long time superintendent of Gates Chili CSD, and a founding member of the Educational Foundation Board passed away. Dr. Dadey is remembered for his contributions to education and support for the Monroe 2-Orleans BOCES and students.

The Educational Foundation needs two BOCES board members to review foundation scholarships. Terms are two years. This will be Mr. May's second year and Mr. Laba has volunteered for a two-year term.

Green Card Youth Voices: Immigration Stories from Upstate New York High Schools is a collection of personal essays written by students from 15 different countries and Puerto Rico. The board members will all receive a copy of our local chapter's stories.

District Superintendent Antonacci discussed the present status of COVID-19. Superintendents continue weekly meetings with Monroe County Department of Health Commissioner, Michael Mendoza to discuss the many COVID related matters including vaccine distribution and safe school protocols. The Department of Health is working with school officials to get educators vaccinated



Beginning March 1, 2021, all CTE students will have 4 days per week in person. The students, parents and teachers are excited! Increased cleaning protocols will be in place for a safe, more robust experience for the students.

The annual meeting is coming up. Like last year, we will be unable to hold the annual meeting in its traditional manner. A virtual presentation of the BOCES 2 administrative budget and student voice will be sent to our component districts.

Advocacy day will be held remotely. We are setting up legislator meetings with union representatives focusing on the 2021-2022 state budget

Component districts are in the process of recommending candidates for the BOCES board seats from Holley, Kendall, and Wheatland-Chili. This summer there will be more board development with the full board and it's 3 newest members.

13. Committee Reports

- Labor Relations Committee (J. Abbott) –
- Legislation Committee (D. Laba/K. Dillon) –
- Information Exchange Committee (L. VenVertloh)–

14. Upcoming Meetings/Events

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

15. Other Items

16. At 7:15 p.m., a motion was made by J. Abbott to adjourn the meeting, seconded by M. May passed unanimously.

Respectfully submitted,

Kelly Mutschler  
Clerk of the Board



## 5. Public Interaction

## 6. Financial Reports

1. Resolution to Accept Treasurer's Report
2. Resolution to Accept WinCap Report
3. Internal Claims Exception Log

**Monroe #2-Orleans BOCES**

**Treasurer's Report**

Period Ending January 31, 2021

<u>GENERAL FUND</u>		<u>MONTHLY</u>	
<b>CASH</b>	<b>BEGINNING BALANCE:</b>	6,378,328.35	<u><b>6,378,328.35</b></u>
<b>RECEIPTS:</b>	CHARGES FOR SERVICES	5,002,333.77	
	NON-CONTRACT CHARGES	130,151.08	
	INTEREST EARNED	633.03	
	TRANSFERS FROM SPECIAL AID	1,600,000.00	
	TRANSFERS FROM TRUST AND AGENCY	8,172.00	
	TRANSFERS FROM UNEMPLOYMENT	0.00	
	STATE AID DUE DISTRICTS	0.00	
	MISCELLANEOUS RECEIPTS	46,402.99	
	<b>TOTAL RECEIPTS:</b>	6,787,692.87	<u><b>6,787,692.87</b></u>
<b>DISBURSEMENTS:</b>	PAYROLL	3,338,533.96	
	WARRANTS	2,379,887.14	
	TRANSFERS TO:		
	- Special Aid	0.00	
	- Trust & Agency	0.00	
	- Unemployment Reserve	0.00	
	- Capital	0.00	
	RAN PAYMENT	0.00	
	MISCELLANEOUS DISBURSEMENTS	23,238.75	
	<b>TOTAL DISBURSEMENT:</b>	5,741,659.85	<u><b>(5,741,659.85)</b></u>
	GENERAL FUND CHECKING	7,134,600.67	
	GENERAL FUND SAVINGS	289,760.70	
<b>CASH</b>	<b>ENDING BALANCE:</b>	7,424,361.37	<u><b>7,424,361.37</b></u>

<u>SPECIAL AID FUND</u>		<u>MONTHLY</u>	
<b>CASH</b>	<b>BEGINNING BALANCE:</b>	3,885,897.39	<u><b>3,885,897.39</b></u>
<b>RECEIPTS:</b>	INTEREST EARNED	29.69	
	TRANSFER FROM GENERAL	0.00	
	TRANSFER FROM TRUST AND AGENCY	0.00	
	STATE, FEDERAL & LOCAL SOURCES	430,683.09	
	MISCELLANEOUS RECEIPTS	32,812.22	
	<b>TOTAL RECEIPTS:</b>	463,525.00	<u><b>463,525.00</b></u>
<b>DISBURSEMENTS:</b>	WARRANTS	66,296.02	
	TRANSFER TO TRUST & AGENCY	0.00	
	TRANSFER TO GENERAL	1,600,000.00	
	MISCELLANEOUS DISBURSEMENTS	1,534.86	
	<b>TOTAL DISBURSEMENTS:</b>	1,667,830.88	<u><b>(1,667,830.88)</b></u>
<b>CASH</b>	<b>ENDING BALANCE:</b>	2,681,591.51	<u><b>2,681,591.51</b></u>

<u>RISK RETENTION FUND</u>		<u>MONTHLY</u>	
<b>CASH</b>	<b>BEGINNING BALANCE:</b>	1,584,277.18	<u><b>1,584,277.18</b></u>
<b>RECEIPTS:</b>	INTEREST EARNED	99.95	
	TRANSFER FROM GENERAL	0.00	
	MISCELLANEOUS RECEIPTS	0.00	
	<b>TOTAL RECEIPTS:</b>	99.95	<u><b>99.95</b></u>
<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	<u><b>0.00</b></u>
	CASH- LIABILITY RESERVE	1,179,197.49	
	CASH- UNEMPLOYMENT RESERVE	126,619.13	
	CD-LIABILITY RESERVE	0.00	
	CD-UNEMPLOYMENT RESERVE	278,560.51	
<b>CASH</b>	<b>ENDING BALANCE:</b>	1,584,377.13	<u><b>1,584,377.13</b></u>

<b>TRUST AND AGENCY FUND</b>		<b>MONTHLY</b>	
<b>CASH</b>	<b>BEGINNING BALANCE:</b>	164,228,477.72	<u>164,228,477.72</u>
<b>RECEIPTS:</b>	INTEREST EARNED	1,972.24	
	PAYROLL	3,338,533.96	
	TRANSFER FROM GENERAL	0.00	
	TRANSFER FROM SPECIAL AID	0.00	
	RASWC	1,913,660.10	
	RASHP I	2,152,285.94	
	RASHP II	28,456,199.31	
	MISCELLANEOUS RECEIPTS	307,929.04	
	<b>TOTAL RECEIPTS:</b>	36,170,580.59	<u>36,170,580.59</u>
<b>DISBURSEMENTS:</b>	PAYROLL AND BENEFITS	4,503,037.26	
	RASWC	558,574.83	
	RASHP I	621,229.93	
	RASHP II	20,377,516.16	
	TRANSFER TO GENERAL FUND	8,172.00	
	TRANSFER TO SPECIAL AID	0.00	
	MISCELLANEOUS DISBURSEMENTS	354,376.18	
	<b>TOTAL DISBURSEMENTS:</b>	26,422,906.36	<u>(26,422,906.36)</u>
	CASH-CHECKING	1,619,513.30	
	CASH-PAYROLL	12,779.04	
	CASH-RASWC	4,148,276.07	
	CASH-WC WFL	288,861.60	
	CASH-FSA	35,814.61	
	CASH-RASHP I	4,318,293.69	
	CASH-RASHP II	71,666,338.67	
	CASH-SELF FUNDED DENTAL	331,857.55	
	CASH-GIFT FUNDS	100,111.94	
	MONEY MARKET / INVESTMENTS - RASHP II	38,747,688.57	
	MONEY MARKET - RASHP II - M&T	15,461,676.66	
	CERTIFICATE OF DEPOSIT-RASWC	24,562,771.60	
	CERTIFICATE OF DEPOSIT/SAVINGS - RASHP	12,682,168.65	
	CERTIFICATE OF DEPOSIT - RASHP II		
<b>CASH</b>	<b>ENDING BALANCE:</b>	173,976,151.95	<u>173,976,151.95</u>

<u>CAPITAL FUND</u>		<u>MONTHLY</u>	
<b>CASH</b>	<b>BEGINNING BALANCE</b>	2,320,059.19	<u><b>2,320,059.19</b></u>
<b>RECEIPTS:</b>	INTEREST EARNED	97.43	
	TRANSFER FROM GENERAL	0.00	
	COMPONENT REVENUE	0.00	
	MISCELLANEOUS REVENUE	0.00	
	<b>TOTAL RECEIPTS</b>	<b>97.43</b>	<u><b>97.43</b></u>
<b>DISBURSEMENTS:</b>	WARRANTS	41,435.65	
	MISCELLANEOUS DISBURSEMENTS	0.00	
	TRANSFER TO:		
	- General Fund	0.00	
	- Equipment Reserve	0.00	
	<b>TOTAL DISBURSEMENTS</b>	<b>41,435.65</b>	<u><b>(41,435.65)</b></u>
	CAPITAL FUND CHECKING	1,376,424.84	
	CAPITAL FUND SAVINGS	109,198.32	
	CAPITAL FUND CTE EQUIPMENT RESERVE	793,097.81	
<b>CASH</b>	<b>ENDING BALANCE:</b>	<b>2,278,720.97</b>	<u><b>2,278,720.97</b></u>



# MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 02/28/2021

Fiscal Year: 2021

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
<b>0 Administration</b>							
100 SALARIES		1,146,030.00	0.00	1,146,030.00	746,795.61	380,629.62	18,604.77
200 EQUIPMENT		15,650.00	-1,185.00	14,465.00	598.05	714.29	13,152.66
300 SUPPLIES		19,550.00	-460.88	19,089.12	8,188.23	6,168.28	4,732.61
400 CONTRACTUAL		2,618,415.00	-33,493.14	2,584,921.86	1,580,421.90	721,198.41	283,301.55
700 INTEREST ON REVENUE NOTES		15,000.00	-445.80	14,554.20	0.00	0.00	14,554.20
800 EMPLOYEE BENEFITS		579,927.00	-4,554.20	575,372.80	317,500.93	157,168.64	100,703.23
899 Oth Post Retirement Benft		5,652,488.00	0.00	5,652,488.00	3,337,329.65	896,948.46	1,418,209.89
910 TRANSFER TO CAPITAL FUND		500,000.00	0.00	500,000.00	500,000.00	0.00	0.00
950 TRANSFER FROM O & M		66,746.00	27.00	66,773.00	27.00	0.00	66,746.00
960 TRANSFER CHARGE		257,217.00	40,112.02	297,329.02	40,112.02	0.00	257,217.00
<b>Subtotal of 0 Administration</b>		<b>10,871,023.00</b>	<b>0.00</b>	<b>10,871,023.00</b>	<b>6,530,973.39</b>	<b>2,162,827.70</b>	<b>2,177,221.91</b>
<b>1 Career Education</b>							
100 SALARIES		3,861,872.00	0.00	3,861,872.00	2,048,898.57	1,697,792.56	115,180.87
200 EQUIPMENT		35,000.00	293,767.78	328,767.78	259,792.38	164,449.40	-95,474.00
300 SUPPLIES		354,750.00	124,403.34	479,153.34	335,090.34	77,930.43	66,132.57
400 CONTRACTUAL		291,250.00	3,958.98	295,208.98	190,347.16	68,217.44	36,644.38
490 SCH DIST AND OTHER BOCES		18,120.00	4,055.20	22,175.20	11,087.60	0.00	11,087.60
800 EMPLOYEE BENEFITS		1,809,119.00	-16,350.00	1,792,769.00	939,324.20	574,223.78	279,221.02
950 TRANSFER FROM O & M		1,294,189.00	6,261.08	1,300,450.08	6,261.08	0.00	1,294,189.00
960 TRANSFER CHARGE		553,852.00	5,010.18	558,862.18	5,010.18	0.00	553,852.00
970 TR CREDTS FR SERVICE PROGR		0.00	-2,574.06	-2,574.06	-2,574.06	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-6,000.00	0.00	-6,000.00	0.00	0.00	-6,000.00
<b>Subtotal of 1 Career Education</b>		<b>8,212,152.00</b>	<b>418,532.50</b>	<b>8,630,684.50</b>	<b>3,793,237.45</b>	<b>2,582,613.61</b>	<b>2,254,833.44</b>
<b>2 Special Education</b>							
100 SALARIES		6,859,672.00	149,642.03	7,009,314.03	3,442,849.49	3,032,168.83	534,295.71
200 EQUIPMENT		78,014.00	93,895.08	171,909.08	120,527.42	5,277.02	46,104.64
300 SUPPLIES		141,931.00	-16,114.44	125,816.56	46,463.59	6,203.03	73,149.94
400 CONTRACTUAL		1,472,937.00	169,648.53	1,642,585.53	248,134.82	690,255.66	704,195.05
490 SCH DIST AND OTHER BOCES		5,920,930.00	366,066.50	6,286,996.50	3,720,110.94	2,000.00	2,564,885.56
800 EMPLOYEE BENEFITS		3,563,530.00	500,347.87	4,063,877.87	2,165,316.98	1,344,657.30	553,903.59
950 TRANSFER FROM O & M		335,806.00	0.00	335,806.00	0.00	0.00	335,806.00
960 TRANSFER CHARGE		16,023,321.00	719,158.74	16,742,479.74	4,657.74	0.00	16,737,822.00
970 TR CREDTS FR SERVICE PROGR		0.00	-2,398.23	-2,398.23	-2,398.23	0.00	0.00
<b>Subtotal of 2 Special Education</b>		<b>34,396,141.00</b>	<b>1,980,246.08</b>	<b>36,376,387.08</b>	<b>9,745,662.75</b>	<b>5,080,561.84</b>	<b>21,550,162.49</b>
<b>3 Itinerent Services</b>							
100 SALARIES		12,240,392.00	120,047.44	12,360,439.44	5,922,764.82	5,360,352.53	1,077,322.09
200 EQUIPMENT		206,415.00	12,380.01	218,795.01	121,397.11	0.00	97,397.90
300 SUPPLIES		43,601.00	-3,484.90	40,116.10	15,329.81	2,706.81	22,079.48
400 CONTRACTUAL		802,831.00	490,395.65	1,293,226.65	90,615.62	105,528.92	1,097,082.11

# MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 02/28/2021

Fiscal Year: 2021

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
490 SCH DIST AND OTHER BOCES		50,903.00	568,093.87	618,996.87	314,718.35	0.00	304,278.52
800 EMPLOYEE BENEFITS		6,176,059.00	-205,325.11	5,970,733.89	3,059,482.52	1,945,662.72	965,588.65
950 TRANSFER FROM O & M		7,938.00	18,201.65	26,139.65	18,201.65	0.00	7,938.00
960 TRANSFER CHARGE		1,209,309.00	25,030.10	1,234,339.10	1,546.10	0.00	1,232,793.00
970 TR CREDTS FR SERVICE PROGR		-11,766,756.00	-438,516.00	-12,205,272.00	0.00	0.00	-12,205,272.00
<b>Subtotal of 3 Itinerent Services</b>		<b>8,970,692.00</b>	<b>586,822.71</b>	<b>9,557,514.71</b>	<b>9,544,055.98</b>	<b>7,414,250.98</b>	<b>-7,400,792.25</b>
<b>4 General Instruction</b>							
100 SALARIES		1,868,356.00	-312,778.62	1,555,577.38	883,941.85	419,535.82	252,099.71
200 EQUIPMENT		5,600.00	827.44	6,427.44	1,577.52	0.00	4,849.92
300 SUPPLIES		11,375.00	5,291.50	16,666.50	2,900.01	1,496.42	12,270.07
400 CONTRACTUAL		684,335.00	391,964.48	1,076,299.48	364,676.16	97,442.00	614,181.32
490 SCH DIST AND OTHER BOCES		69,747.00	215,484.20	285,231.20	250,133.63	80.00	35,017.57
800 EMPLOYEE BENEFITS		722,170.00	-52,639.49	669,530.51	308,986.02	149,861.09	210,683.40
950 TRANSFER FROM O & M		127,696.00	0.00	127,696.00	0.00	0.00	127,696.00
960 TRANSFER CHARGE		178,964.00	3,583.56	182,547.56	2,166.56	0.00	180,381.00
970 TR CREDTS FR SERVICE PROGR		-16,290.00	0.00	-16,290.00	0.00	0.00	-16,290.00
990 TRANS CREDTS FR OTHER FUND		-2,025.00	0.00	-2,025.00	0.00	0.00	-2,025.00
<b>Subtotal of 4 General Instruction</b>		<b>3,649,928.00</b>	<b>251,733.07</b>	<b>3,901,661.07</b>	<b>1,814,381.75</b>	<b>668,415.33</b>	<b>1,418,863.99</b>
<b>5 Instruction Support</b>							
100 SALARIES		6,032,367.00	87,781.21	6,120,148.21	3,395,745.13	2,152,623.82	571,779.26
200 EQUIPMENT		3,116,595.00	3,346,769.42	6,463,364.42	3,602,041.43	1,035,265.50	1,826,057.49
300 SUPPLIES		737,361.00	146,167.26	883,528.26	406,469.88	104,241.13	372,817.25
400 CONTRACTUAL		4,673,400.00	1,202,352.35	5,875,752.35	3,379,860.44	753,936.53	1,741,955.38
490 SCH DIST AND OTHER BOCES		358,709.00	35,247.88	393,956.88	239,827.52	0.00	154,129.36
800 EMPLOYEE BENEFITS		2,819,990.00	5,826.18	2,825,816.18	1,519,240.63	862,751.42	443,824.13
950 TRANSFER FROM O & M		647,258.00	1,453.08	648,711.08	1,453.08	0.00	647,258.00
960 TRANSFER CHARGE		1,045,444.00	10,327.66	1,055,771.66	3,132.66	0.00	1,052,639.00
970 TR CREDTS FR SERVICE PROGR		-2,695,110.00	-91,804.20	-2,786,914.20	-17,100.20	0.00	-2,769,814.00
990 TRANS CREDTS FR OTHER FUND		-80,302.00	-8,939.18	-89,241.18	-8,939.18	0.00	-80,302.00
<b>Subtotal of 5 Instruction Support</b>		<b>16,655,712.00</b>	<b>4,735,181.66</b>	<b>21,390,893.66</b>	<b>12,521,731.39</b>	<b>4,908,818.40</b>	<b>3,960,343.87</b>
<b>6 Other Services</b>							
100 SALARIES		2,321,226.00	-42,090.29	2,279,135.71	1,457,960.67	739,602.59	81,572.45
200 EQUIPMENT		435,385.00	137,255.77	572,640.77	240,094.15	87,501.87	245,044.75
300 SUPPLIES		39,875.00	6,092.17	45,967.17	9,211.74	5,974.48	30,780.95
400 CONTRACTUAL		3,471,936.00	223,763.99	3,695,699.99	1,557,197.25	1,350,499.18	788,003.56
490 SCH DIST AND OTHER BOCES		6,106,003.00	776,012.33	6,882,015.33	5,254,319.37	0.00	1,627,695.96
800 EMPLOYEE BENEFITS		1,084,227.00	-35,223.91	1,049,003.09	571,683.27	335,852.10	141,467.72
950 TRANSFER FROM O & M		117,445.00	15,968.61	133,413.61	15,968.61	0.00	117,445.00
960 TRANSFER CHARGE		98,636.00	3,627.74	102,263.74	3,627.74	0.00	98,636.00
970 TR CREDTS FR SERVICE PROGR		-1,699,387.00	-58,172.71	-1,757,559.71	-58,172.71	0.00	-1,699,387.00

# MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 02/28/2021

Fiscal Year: 2021

## Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
990	TRANS CRED FR OTHER FUND	-105,190.00	-90.00	-105,280.00	-850.00	0.00	-104,430.00
<b>Subtotal of 6 Other Services</b>		<b>11,870,156.00</b>	<b>1,027,143.70</b>	<b>12,897,299.70</b>	<b>9,051,040.09</b>	<b>2,519,430.22</b>	<b>1,326,829.39</b>
<b>7 Undefined</b>							
100	SALARIES	3,076,171.00	172,199.76	3,248,370.76	1,977,757.78	999,533.01	271,079.97
200	EQUIPMENT	58,500.00	47,781.72	106,281.72	62,527.19	21.89	43,732.64
300	SUPPLIES	223,280.00	134,084.29	357,364.29	306,136.89	72,055.97	-20,828.57
400	CONTRACTUAL	1,920,437.00	-86,619.36	1,833,817.64	1,329,361.06	364,590.18	139,866.40
800	EMPLOYEE BENEFITS	1,457,658.00	49,812.93	1,507,470.93	756,665.71	414,006.65	336,798.57
950	TRANSFER FROM O & M	566,322.00	16,955.70	583,277.70	16,955.70	0.00	566,322.00
960	TRANSFER CHARGE	1,363,283.00	19,992.20	1,383,275.20	19,992.20	0.00	1,363,283.00
970	TR CRED FR SERVICE PROGR	-7,715,883.00	-292,244.12	-8,008,127.12	-58,867.12	0.00	-7,949,260.00
990	TRANS CRED FR OTHER FUND	-949,768.00	-4,073.38	-953,841.38	-4,737.98	0.00	-949,103.40
<b>Subtotal of 7 Undefined</b>		<b>0.00</b>	<b>57,889.74</b>	<b>57,889.74</b>	<b>4,405,791.43</b>	<b>1,850,207.70</b>	<b>-6,198,109.39</b>
<b>Total GENERAL FUND</b>		<b>94,625,804.00</b>	<b>9,057,549.46</b>	<b>103,683,353.46</b>	<b>57,406,874.23</b>	<b>27,187,125.78</b>	<b>19,089,353.45</b>

7. Board Presentation: Heavy Equipment and Maintenance – James Slocum/Shawna Gareau-Kurtz

## 8. Old Business

- 1.

9. New Business

1. First Reading Policy #1440 – NON-DISCRIMINATION

## VARIOUS POLICY UPDATES CHART

### *POLICY 1440, 2219, 6463 and 6463F*

Italics means added in, strikethrough means to delete. Review means no substantive changes.

<b><i>POLICY NUMBER</i></b>	<b><i>RATIONALE</i></b>
1440 Non-Discrimination	Changes made in accordance with the new Title IX Policy.
2219 Gender Neutral Single-Occupancy Bathrooms	New Policy to be in compliance with law taking effect May 2021.
6463 Title IX and Sex Discrimination	New Policy to be in accordance with new OCR regulations.
6463F Monroe 2-Orleans BOCES Title IX Formal Complaint Form	New form that corresponds with the new policy.

**Monroe 2-Orleans BOCES Policy**  
**Series 1000 – By-Laws**  
**Policy #1440 – NON-DISCRIMINATION**

The BOCES shall not discriminate on the basis of age, sex, race, color, creed, religion, national origin, marital status, veteran status, disability, military status, sexual orientation, gender identity, gender expression, prior criminal offense, domestic violence victim status, or genetic status, in the educational programs or activities which it operates, or against any employee or applicant seeking a position of employment. The BOCES will be in full compliance with all applicable rules and regulations pertaining to civil rights for students and employees (e.g., Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990).

Appropriate procedures shall be developed to insure the implementation of these rules and regulations concerning civil rights. The Board shall appoint a Civil Rights Compliance Officer, *who are also the Title IX Coordinators*, to coordinate civil rights activities applicable to the BOCES (see subheading below).

**Civil Rights Compliance Officer**

The Civil Rights Compliance Officer shall be appointed by the Board and shall be responsible for providing information, including complaint procedures, and for handling complaints relative to civil rights (e.g., Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans With Disabilities Act of 1990) for any student, parent, employee or employment applicant.

Title VII of the Civil Rights Act of 1964, 42 United States Code (U.S.C.) Section 2000-e, et seq. Prohibits discrimination on the basis of race, color, religion, sex or national origin.

Title VI of the Civil Rights Act of 1964, 42 United States Code (U.S.C.) Section 2000-d, et seq. Prohibits discrimination on the basis of race, color or national origin.

Section 504 of the Rehabilitation Act of 1973, 29 United States Code (U.S.C.) Section 794 et seq.; The Americans With Disabilities Act, 42 United States Code (U.S.C.)

Section 12101 et seq. - Prohibits discrimination on the basis of disability.

Title IX of the Education Amendments of 1972, 20 United States Code (U.S.C.) Section 1681 et seq. - Prohibits discrimination on the basis of sex.

New York State Executive Law Section 290 et seq. - Prohibits discrimination on the basis of age, military, veteran, race, creed, color, national origin, sex, sexual orientation, prior conviction, disability, marital status, or domestic violence victim status.

Age Discrimination in Employment Act, 29 United States Code (U.S.C.) Section 621.

Military Law Sections 242 and 243



**Monroe 2-Orleans BOCES Policy**  
**Series 1000 – By-Laws**  
**Policy #1440 – NON-DISCRIMINATION**

**Policy References:**

Refer also to Policies #5120, #5121, #5170, #6440, #6460, #6461, #6463, #7120, and #7140.

Adopted: 7/13/1999  
Revised: 3/17/2010  
Reviewed: 9/15/2010  
Revised: 8/21/2013  
Reviewed: 8/17/2016  
Revised: 9/18/2019  
Revised: \_\_\_\_\_/2021

9. New Business

2. First Reading Policy #2219 – GENDER NEUTRAL SINGLE OCCUPANCY BATHROOMS

**Monroe 2-Orleans BOCES Policy**  
**Series 2000 – Community Relations**  
**Policy #2219 – GENDER NEUTRAL SINGLE-OCCUPANCY BATHROOMS**

BOCES will ensure that all single-occupancy bathroom facilities are designated as gender neutral for use by no more than one occupant at a time or for family or assisted use.

“Single-occupancy bathroom” means a bathroom intended for use by no more than one occupant at a time or for family or assisted use and which has a door for entry into and egress from the bathroom that may be locked by the occupant to ensure privacy and security.

All gender neutral bathroom facilities will be clearly designated by the posting of signage either on or near the entry door of each bathroom facility.

Education law § 409-m  
Public buildings Law § 145

Adopted: \_\_\_\_\_/2021

9. New Business

3. First Reading Policy #6463 – TITLE IX AND SEX  
DISCRIMINATION

**Monroe 2-Orleans BOCES Policy  
Series 6000 – Students  
Policy #6463 – TITLE IX AND SEX DISCRIMINATION**

**SUBJECT: TITLE IX AND SEX DISCRIMINATION**

**A. OVERVIEW**

Title IX prohibits discrimination on the basis of sex in any education program or activity operated by BOCES that receives federal financial assistance.

The Board is committed to creating and maintaining education programs and activities which are free from sex discrimination and sexual harassment and does not discriminate on the basis of sex in its education programs and activities. This policy addresses complaints of sex discrimination, including sexual harassment, made under federal law, Title IX of the Education Amendments Act of 1972, and its implementing regulations.

This policy provides for the prompt and equitable resolution of complaints of sex discrimination, including sexual harassment complaints filed under Title IX. The investigations will be conducted within a reasonably prompt time frame which provides due process protections to complainant and respondent, impose sanctions when warranted and implement remedies when warranted.

Inquiries about this policy or the application of Title IX may be directed to the BOCES' Title IX Coordinators, who are the Director of Human Resources and the Director of Finance, or to the Assistant Secretary for Civil Rights of the United States Department of Education, or all three.

**B. SCOPE AND APPLICATION OF POLICY**

This policy applies to any individual student or employee participating in or attempting to participate in a BOCES' education program or activity, provided the student or individual is in the United States.

Other policies, procedures and documents (like the Code of Conduct) address sex-based misconduct and may have different definitions, standards of review, and grievance procedures than this policy. Those policies and procedures must be read in conjunction with this Title IX policy as those policies may cover incidents of sex-based misconduct not addressed by Title IX.

If the Title IX Coordinator reviews the allegations and determines the allegations are proven, the allegations constitute prohibited conduct under Title IX, then the grievance process outlined in this policy would be applied to the investigation and adjudication of all the allegations. Depending on the nature of the allegations, additional grievance procedures may apply.

The dismissal of a complaint under Title IX does not preclude action under another policy, procedure, collective bargaining agreement, or other document.

**C. DEFINING SEX DISCRIMINATION INCLUDING SEXUAL HARASSMENT**

Title IX prohibits various types of sex discrimination including, but not limited to: sexual harassment; the failure to provide equal athletic opportunity; sex-based discrimination in a science, technology, engineering, and math (STEM) course and/or program; and/or discrimination based on pregnancy.

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**Series 6000 – Students**  
**Policy #6463 – TITLE IX AND SEX DISCRIMINATION**

Under Title IX, sexual harassment includes conduct on the basis of sex that satisfies one or more of the following elements:

- a) An employee of BOCES or of a component District conditioning the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct;
- b) Unwelcome sexual conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the BOCES' education program or activity;
- c) Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
- d) Dating violence, meaning violence committed by a person:
  1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  2. Where the existence of such a relationship will be determined based on a consideration of the following factors:
    - (a) The length of the relationship;
    - (b) The type of relationship; and
    - (c) The frequency of interaction between the persons involved in the relationship.
- e) Domestic violence, meaning felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or
- f) Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  1. Fear for his or her safety or the safety of others; or
  2. Suffer substantial emotional distress.

**D. TITLE IX COORDINATORS**

The Board has designated and authorized the following BOCES employees to serve as its Title IX Coordinators who are responsible for coordinating BOCES efforts to comply with Title IX:

Steve Roland, Director of Finance  
Monroe 2-Orleans BOCES  
3599 Big Ridge Road, Spencerport, NY 14559  
[sroland@monroe2boces.org](mailto:sroland@monroe2boces.org); 585-352-2413

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**Series 6000 – Students**  
**Policy #6463 – TITLE IX AND SEX DISCRIMINATION**

Karen Brown, Esq.  
Director of Human Resources  
Monroe 2-Orleans BOCES  
3599 Big Ridge Road, Spencerport, NY 14559  
[kbrown@monroe2boces.org](mailto:kbrown@monroe2boces.org); 585-352-2420

The Title IX Coordinator may seek the assistance of the Civil Rights Compliance Officer (CRCO(s)) and/or Dignity Act Coordinator(s) (DASA(s)) in investigating, responding to, and remedying complaints of sex discrimination, including sexual harassment.

**E. REPORTS OF ALLEGATIONS OF SEX DISCRIMINATION**

Any person may report sex discrimination, including sexual harassment, regardless of whether they are the alleged victim. Reports may be made in person, by using the contact information for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's oral or written report. This report may be made during business or non-business hours by using the telephone number or email address, or by mail to the office address listed for the Title IX Coordinators.

Reports of sex discrimination may also be made to any BOCES employee. All reports of sex discrimination, including sexual harassment, will be forwarded to the BOCES' Title IX Coordinator. The report will be redirected to the alternate Title IX Coordinator if the Title IX Coordinator is unavailable due to a conflict of interest or other disqualifying reason.

If any employee witnesses or receives an oral or written report of sex discrimination, they must immediately inform the Title IX Coordinator and, if not, subject the employee to possible discipline up to and including termination in accordance with law and collective bargaining agreements. Requests for confidentiality or use of anonymous reporting may limit how the BOCES is able to respond to a report of sexual harassment.

Reporting a sexual discrimination incident is not the same as filing a formal complaint. A formal complaint is a document filed either by a complainant or a parent or legal guardian who has a right to act on behalf of the complainant or by the Title IX Coordinator which alleges sexual discrimination against a respondent and requests that the BOCES investigate the allegations. BOCES will respond to all reports of sexual discrimination, but the Title IX grievance process herein is only followed with the filing of a formal complaint.

The Title IX Coordinator may file and sign a complaint if initiating this process is not clearly unreasonable and the filing is necessary to comply with the obligation not to be deliberately indifferent or the complainant withdrew the complaint out of fear.

**F. AFTER A REPORT OF SEXUAL HARASSMENT HAS BEEN MADE**

After receiving a report of sexual harassment, the Title IX Coordinator will:

- a) Promptly contact the complainant (and if complainant is a student, notify parent/guardian) to discuss and offer supportive measures;

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**Policy #6463 – TITLE IX AND SEX DISCRIMINATION**

- b) Inform the complainant both of the range of supportive measures available and indicate that these measures are available regardless of whether a formal complaint is filed;
- c) Consider the complainant’s wishes with respect to supportive measures; and
- d) Explain to the complainant the process for filing a formal complaint.
- e) Contact the respondent to discuss and offer and implement supportive measures.

**G. FILING AND INVESTIGATING A FORMAL COMPLAINT**

A complainant may file a formal complaint with the Title IX Coordinator in person or by mail, email, or by phone. The complainant must be participating in or attempting to participate in the education program or activity of the BOCES at the time of filing the complaint. The filing of a formal complaint initiates the grievance process.

A formal complaint must be signed by the complainant, the complainant parent or legal guardian as appropriate, or the Title IX Coordinator in limited circumstances. Where a parent or legal guardian signs the complaint, the parent or legal guardian does not become the complainant; rather the parent or legal guardian acts on behalf of the complainant. The Title IX Coordinator may sign the formal complaint, but his or her signature does not make him or her a complainant or a party to the complaint. If the formal complaint is signed by the Title IX Coordinator, the Title IX Coordinator is still obligated to comply with the grievance process outlined in this policy.

The complainant, or the complainant parent or legal guardian, must physically or digitally sign the formal complaint, or otherwise indicate that the complainant is the person filing the formal complaint. When a formal complaint is filed, the Title IX Coordinator must send a written notice of allegations to all parties which includes the identities of all known parties.

The formal complaint form may be obtained from the BOCES' Title IX Coordinator or found on the BOCES' website.

1. Consolidation of Formal Complaints

The BOCES may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondent, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

2. Written Notice of Allegations

Upon receipt of a formal complaint, the BOCES will send all known parties written notice of:

- a) The BOCES' grievance process, including any informal resolution process; and
- b) The allegations of sexual harassment which will:
  - 1. Provide sufficient details known at the time and sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties



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- involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
2. State that the respondent is presumed not to be responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
  3. Inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney;
  4. Inform the parties that they may inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint;
  5. Include notice of any provision in any applicable BOCES policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct* that prohibits knowingly making false statements or knowingly submitting false information during the grievance process; and
  6. Notice of Title IX grievance process.

If, in the course of an investigation, the BOCES decides to investigate allegations about any complainant or respondent that were not included in the initial notice, the BOCES will provide another notice of the additional allegations to the parties whose identities are known.

### 3. Investigation of a Formal Complaint

The Title IX Coordinator will oversee the BOCES' investigation of all formal complaints. During the investigation of a formal complaint, another BOCES employee may serve as the BOCES' investigator or the Title IX Coordinator provided the Title IX Coordinator is not the decision maker. The BOCES may also outsource all or part of an investigation to appropriate third parties. The outsourcing of all or part of an investigation does not relieve the BOCES from its obligation to comply with law and regulation.

Most investigations will be completed within 90 days after the signing of a formal complaint or after completion of the informal process if unsuccessful.

During the investigation of a formal complaint, the investigator will, as appropriate:

- a) Collect, review, and preserve all evidence including, but not limited to, any relevant documents, videos, electronic communications, and phone records.
- b) Interview all relevant persons including, but not limited to, any complainant, respondent, and witnesses. Interviews of complainant and respondent will be conducted separately. If a student is involved, the BOCES will follow any applicable BOCES' policy, procedure, or other document such as the BOCES' *Code of Conduct* regarding the questioning of students.
- c) Create written documentation of the investigation (such as a letter, memo, or email), which contains the following:

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1. A list of all documents reviewed, along with a detailed summary of relevant documents;
  2. A list of names of those interviewed, along with a detailed summary of their statements, using initials for students;
  3. A timeline of events; and
  4. A summary of prior relevant incidents, reported or unreported.
- d) Keep any written documentation and associated documents in a secure and confidential location.
  - e) Send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties will have at least ten days to submit a written response, which the investigator will consider prior to completion of the investigative report.
  - f) Require the parties and their advisors to sign an agreement not to disseminate, photograph or copy any of the evidence subject to inspection and review or use such evidence for any purpose unrelated to the Title IX grievance process.
  - g) At least ten days prior to a hearing (if applicable) or other determination regarding responsibility, the investigative report will be sent to each party and the party's advisor, if any, in an electronic format or a hard copy, for their review and written response.
  - h) At the end of the investigation and the ten (10) day period, an investigative report will be created that fairly summarizes all relevant evidence and may make a recommendation but the decision maker is obligated to objectively review the relevant evidence and cannot defer to the recommendation.
  - i) This report will be sent to the decision maker within ten (10) days.

4. Dismissal of a Formal Complaint

a) Dismiss Prior to Formal Complaint

The BOCES must dismiss a formal complaint prior to conducting the investigation under Title IX if the conduct alleged:

- i) Would not constitute sexual harassment even if proven;
- ii) Did not occur in the BOCES' education program or activity; or
- iii) Did not occur against a person in the United States.

b) Dismiss During Complaint

The BOCES may dismiss a formal complaint or any of its allegations under Title IX, if at any time during the investigation or hearing if:

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- i) A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any of its allegations;
- ii) The respondent is no longer enrolled or employed by the BOCES; or
- iii) Specific circumstances prevent the BOCES from gathering evidence sufficient to reach a determination as to the formal complaint or any of its allegations, such as passage of several years between the allegations and incident or complainant's failure to cooperate.

Upon a dismissal of a formal complaint, the BOCES must promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties. Any party may appeal the dismissal of the complaint.

The dismissal of a formal complaint under Title IX does not preclude action under another related BOCES' policy, procedure, collective bargaining agreement, or other document such as the BOCES' *Code of Conduct*.

#### 5. Informal Resolutions

Before reaching a determination regarding responsibility, but only after a formal complaint is filed, the BOCES may offer and facilitate the use of an informal resolution process, such as mediation, that does not involve a full investigation and adjudication of the formal complaint.

Most informal resolutions will be completed within twenty (20) days. The 90-day formal complaint time frame begins if the informal process does not resolve the complaint.

The BOCES will not require that parties participate in an informal resolution process. The BOCES will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student, BOCES will not require the waiver of the right to an investigation and adjudication of formal complaints of sexual harassment as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right.

If the use of an informal resolution process, is implemented, the Title IX Coordinator will:

- a) Provide written notice to all known parties which details:
  - 1. The allegations in the formal complaint;
  - 2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint;
  - 3. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared in the formal resolution process; and
  - 4. Whether the facilitator could be a witness in a proceeding.

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5. Note the facilitator could be the Title IX Coordinator.
- b) Obtain the parties' voluntary, written consent to the informal resolution process.

#### **H. GRIEVANCE PROCESS FOR FORMAL COMPLAINTS**

BOCES will respond to allegations of sexual harassment in a manner that is not deliberately indifferent whenever it has actual knowledge of sexual harassment in an education program or activity of the BOCES.

Imposition of any disciplinary sanctions or other actions that are not supportive measures against the respondent will be implemented only after following the grievance process herein.

The BOCES will conduct the grievance process in a time frame designed to provide all parties with a prompt and equitable resolution pursuant to this policy.

##### **1. Definitions**

- a) "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the Title IX Coordinator or any official of the BOCES who has authority to institute corrective measures on behalf of the BOCES, or for elementary and secondary students notice can be made to any BOCES employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the BOCES with actual knowledge is the respondent. The mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the BOCES.
- b) "Education Program or Activity" means occurring on BOCES owned or leased premises; any off-campus location that BOCES has substantial control over, this includes work based learning sites; activity occurring within computer and internet networks, digital platforms, and computer hardware or software owned or operated by, or used in the operations of BOCES' programs and activities over which the BOCES has substantial control.
- c) "Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual discrimination as defined in this policy.
- d) "Days" means business days, but excludes any weekday during which the BOCES facilities are closed.
- e) "Deliberately Indifferent" means the response is unreasonable in light of the known circumstances.
- f) "Formal complaint" means a document filed by the complainant or signed by the Title IX Coordinator alleging sexual harassment against the respondent and requesting that the BOCES investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the BOCES. A formal complaint may be filed with the Title IX Coordinator in person, by mail, by phone, or by email, by using the contact information required to be listed for the Title IX Coordinator. As used in this paragraph,

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the phrase "document filed by the complainant" means a document or electronic submission (such as by email or through an online portal provided for this purpose) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party.

- g) "Respondent" means an individual who has been reported to be the respondent of conduct that could constitute sexual harassment as defined in this policy.
- h) "Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. These measures are designed to restore or preserve equal access to the BOCES' education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the BOCES' educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, escort services, mutual restrictions on contact between the parties, changes in work or building locations, safe rooms, change in classroom transition rules, mental health services, leaves of absence, increased security and monitoring of certain areas, and other similar measures. The BOCES must maintain as confidential any supportive measures provided, to the extent that maintaining such confidentiality would not impair the ability of the BOCES to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- i) "Relevant" evidence and questions refer to any questions and evidence that tends to make an allegation of sexual harassment more or less likely to be true. "Relevant" evidence and questions do not include the following types of evidence and questions, which are deemed "irrelevant" at all stages of the Title IX Grievance Process:
  - Evidence and questions about the complainant's sexual predisposition or prior sexual behavior unless:
    - The evidence is offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or
    - The evidence concerns specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.
  - Evidence and questions that constitute, or seek disclosure of, information protected under a legally-recognized privilege.
  - Any party's medical, psychological, and similar records unless the party has given voluntary, written consent.
- j) Inculpatory evidence implicates or tends to implicate an individual in a crime or wrongdoing. Exculpatory evidence frees or tends to free an individual from blame or accusation.

2. General Requirements for the Investigative and Grievance Process

During the investigation of a formal complaint and throughout the grievance process, the BOCES will ensure that:

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- a) Complainant and respondent are treated equitably. This includes applying any provisions, rules, or practices incorporated into the BOCES' grievance process, equally to both parties.
- b) All relevant evidence is objectively evaluated, including both inculpatory and exculpatory evidence.
- c) The Title IX Coordinator, investigator and decision-maker involved in the grievance process, or any person designated by the BOCES to facilitate any informal resolution process does not have a conflict of interest or bias for or against complainant or respondent generally or an individual complainant or respondent.
- d) Respondent is presumed not to be responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- e) The grievance process, including any appeals or informal resolutions, is concluded within a reasonably prompt time frame and the process is only temporarily delayed or extended for good cause shown. Good cause includes, but is not limited to, considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; legal or administrative holidays; law enforcement activities, or the need for language assistance or accommodation of disabilities. Whenever the time frame is temporarily delayed or extended, written notice will be provided to all parties about the delay or extension and the reasons for the action.
- f) The range of possible disciplinary sanctions and remedies that may be implemented by the BOCES following any determination regarding responsibility are described to any known party.
- g) The same standard of evidence is used to determine responsibility in all formal complaints.
- h) The procedures and permissible bases for an appeal are known to the complainant and respondent.
- i) The range of all available supportive measures are explained to the complainant and respondent.
- j) There is no requirement, allowance of, reliance on, or otherwise use of questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding the privilege has waived the privilege.
- k) The burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests with the BOCES and not with the parties.
- l) The Title IX Coordinator, the investigator, any decision-maker, or any other person participating on behalf the BOCES does not access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the BOCES obtains that party's voluntary, written consent to do so for the grievance process. If the party is not an eligible student, as defined in FERPA as a student who has reached 18 years

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- of age or is attending a post-secondary institution, the BOCES will obtain the voluntary, written consent of a parent.
- m) The parties have an equal opportunity to present relevant witnesses, including fact and expert witnesses, and other relevant inculpatory and exculpatory evidence.
  - n) Credibility determinations are not be based on a person's status as a complainant, respondent, or witness.
  - o) The ability of either party to discuss the allegations under investigation (however to be cautious to avoid a retaliation charge) or to gather and present relevant evidence is not restricted.
  - p) The parties are provided with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for any complainant or respondent in any meeting or grievance proceeding. However, the advisor cannot directly participate in the process and BOCES may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties. A meeting or interview will not be delayed more than five (5) days due to the advisor's unavailability.
  - q) Written notice of the date, time, location, participants, and purpose of all hearings (if applicable), investigative interviews, or other meetings, is provided to any party whose participation is invited or expected with sufficient time for the party to prepare to participate.
  - r) The parties are provided with equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the BOCES does not intend to rely on in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.
  - s) Any document sent to a minor or legally incompetent person is also sent to the party's parent or legal guardian.
  - t) Any document sent to a party is also sent to the party's advisor, if known.

**I. HEARINGS AND DETERMINATION REGARDING RESPONSIBILITY**

The BOCES will designate an individual decision-maker or a panel of decision-makers to issue a written determination regarding responsibility. A decision-maker can either be a BOCES employee or, where appropriate, a third-party, but cannot be the same individual as either the Title IX Coordinator or the investigator(s).

A live hearing will be conducted where the formal complaint is filed by a CWD student where the allegations are related to an adult student in the CWD Program. Title IX does not require a live hearing for allegations filed by a student in the kindergarten through 12<sup>th</sup> program setting. If a live

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hearing is held, the BOCES will make all evidence subject to the parties' inspection and review available to give each party equal opportunity to refer to this evidence during the hearing, including for purposes of cross-examination.

With or without a live hearing, before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to:

- a) Submit written, relevant questions that a party wants asked of any party or witness within five days after the parties have received the investigative report;
- b) Provide each party with the answers given by any party or witness within five days of receiving the questions;
- c) Allow for additional, limited follow-up questions and responses from each party to occur within three days after the parties have received responses to their initial questions;
- d) Questions and evidence about a complainant's sexual predisposition or prior sexual behavior will not be considered, unless the questions and evidence about the complainant's prior sexual behavior is offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent;
- e) The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant and why; and
- f) The decision maker will not draw an inference about responsibility based on a party's refusal to answer a relevant question and may not rely on the party or third party's statement in reaching a determination of responsibility where the party did not submit to cross-examination.
- g) Independently evaluate the relevant evidence including the evidence summarized in the investigative report and consider all relevant evidence.

The decision-maker(s) will issue a written determination regarding responsibility to the Title IX Coordinator, the District Superintendent (if not the decision maker), and all parties simultaneously within ten days after all follow-up questions have been responded to or after the live hearing (if applicable).

To reach this determination, the decision-maker(s) will use the preponderance of the evidence standard which is the standard of evidence that will be applied in all formal complaints of sexual harassment. This standard is understood to mean that the party with the burden of persuasion must prove that a proposition is more probably true than false meaning a probability of truth greater than 50 percent.

The written notice of the determination regarding responsibility will include:

- a) Identification of the allegations potentially constituting sexual harassment;
- b) A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with



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parties and witnesses, site visits, methods used to gather other evidence, and hearings held (if applicable);

- c) Findings of fact supporting the determination;
- d) Conclusions regarding the application of any applicable BOCES' policy, procedure, collective bargaining agreement, or other document such as the BOCES' *Code of Conduct* to the facts;
- e) A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the BOCES is imposing on the respondent, and whether remedies designed to restore or preserve equal access to the BOCES' education program or activity will be provided by the BOCES to the complainant; and
- f) The procedures and permissible bases for the complainant and respondent to appeal.

**J. EMERGENCY REMOVAL AND ADMINISTRATIVE LEAVE**

At any point after receiving a report or formal complaint of sexual harassment, and during the process the BOCES may immediately remove the respondent, who is a student, from the BOCES' education program or activity on an emergency basis provided that the BOCES:

- a) Undertakes an individualized safety and risk analysis;
- b) Determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal;
- c) Provides the respondent with notice and an opportunity to challenge the decision immediately following the removal; and
- d) Coordinates with home district special education staff when initiating an emergency removal of a student with a disability from an education program or activity as the removal could constitute a change of placement under the IDEA or Section 504.

An employee and a non-student employee may be placed on a paid or unpaid leave in accordance with law and/or collective bargaining agreement.

**K. LIVE HEARINGS (IF APPLICABLE)**

**1) General Rules of Hearings**

The live hearing may be conducted with all parties physically present in the same geographic location, or, at BOCES' discretion, any or all parties, witnesses, and other participants may appear at the live hearing virtually through a virtual video conferencing format that will be recorded. This technology will enable participants simultaneously to see and hear each other. At its discretion, BOCES may delay or adjourn a hearing based on technological errors not within a party's control.

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All proceedings will be recorded through audio recording or audiovisual recording depending on whether the hearing is conducted in-person or remotely. That recording will be made available to the parties for inspection and review.

Prior to obtaining access to any evidence, the parties and their advisors must sign an agreement not to disseminate any of the testimony heard or evidence obtained in the hearing or use such testimony or evidence for any purpose unrelated to the Title IX Grievance Process, or photograph or record the hearing or pieces of evidence themselves. Once signed, this Agreement may not be withdrawn.

**2) Continuances or Granting Extensions**

BOCES may determine that multiple sessions, an extension or a continuance (i.e. a pause on the current hearing until a later date or time) is needed to complete a hearing. If so, BOCES will notify all participants and accommodate all participants' schedules and complete the hearing as promptly as practicable.

**3) Participants in the live hearing**

Live hearings are not public, and the only individuals permitted to participate in the hearing are as follows:

*1. Complainant and Respondent (The Parties)*

- The parties cannot waive the right to a live hearing.
- BOCES may still proceed with the live hearing in the absence of a party, and may reach a determination of responsibility in their absence, including through any evidence gathered that does not constitute a “statement” by that party.
- For example, a verbal or written statement constituting part or all of the sexual harassment itself is not a “prior statement” that must be excluded if the maker of the statement does not submit to cross-examination about that statement. In other words, a prior statement would not include a document, audio recording, audiovisual reading, and digital media, including but not limited to text messages, emails, and social media postings, that constitute the conduct alleged to have been the act of sexual harassment under the formal complaint. [See, OCR Blog (May 22, 2020), available at <https://www2.ed.gov/about/offices/list/ocr/blog/20200522.html>].
- BOCES will not threaten, coerce, intimidate or discriminate against the party in an attempt to secure the party's participation. See 34 C.F.R. § 106.71.
- If a party does not submit to cross-examination, the District Superintendent/designee cannot rely on any prior statements made by that party in reaching a determination regarding responsibility, but may reach a determination regarding responsibility based on evidence that does not constitute a “statement” by that party.

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- The District Superintendent/designee cannot draw an inference about the determination regarding responsibility based solely on a party's absence from the live hearing or refusal to answer cross examination or other relevant questions. See 34 C.F.R. §106.45(b)(6)(i).
2. *The Decision-maker*
- The decision-maker will consist of the District Superintendent/designee.
  - The hearing officer could be the Title IX Coordinator, provided their rule is limited to controlling order and decorum.
  - The hearing officer will not have a conflict of interest or bias in favor of or against complainants or respondents generally, or in favor or against the parties to the particular case.
  - The hearing officer will be trained on topics including how to serve impartially, issues of relevance, including how to apply the rape shield protections provided for complainants, and any technology to be used at the hearing.
  - The parties will have an opportunity to raise any objections regarding a decision-maker's actual or perceived conflicts of interest or bias at the commencement of the live hearing.
3. *Advisor of choice*
- The parties have the right to select an advisor of their choice, who may be, but does not have to be, an attorney.
  - The advisor of choice may accompany the parties to any meeting or hearing they are permitted to attend, but may not speak for the party, except for the purpose of cross-examination.
  - The parties are not permitted to conduct cross-examination; it must be conducted by the advisor. As a result, if a party does not select an advisor, the BOCES will select an advisor to serve in this role for the limited purpose of conducting the cross-examination at no fee or charge to the party and the advisor may be a BOCES employee.
  - The advisor is not prohibited from having a conflict of interest or bias in favor of or against complainants or respondents generally, or in favor or against the parties to the particular case.
  - The advisor is not prohibited from being a witness in the matter.
  - If a party does not attend the live hearing, the party's advisor may appear and conduct cross-examination on their behalf. [85 Fed. Reg. 30026, 30340 (May 19, 2020)].
  - If neither a party nor their advisor appear at the hearing, BOCES will provide an advisor to appear on behalf of the non-appearing party. See, 85 Fed. Reg. 30026, 30339-40 (May 19, 2020).
4. *Witnesses*
- Witnesses cannot be compelled to participate in the live hearing, and have the right to participate in the hearing free from retaliation. [See, 85 Fed. Reg. 30026, 30360 (May 19, 2020)].
  - If a witness does not submit to cross-examination, as described below, the District Superintendent/designee cannot rely on any statements made by that witness in reaching a

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determination regarding responsibility, including any statement relayed by the absent witness to a witness or party who testifies at the live hearing. [85 Fed. Reg. 30026, 30347 (May 19, 2020)].

**4) Hearing Procedures**

For all live hearings conducted under this Title IX Grievance Process, the procedure will be as follows:

- The District Superintendent/designee will open and establish rules and expectations for the hearing;
- The Parties will each be given the opportunity to provide opening statements;
- The District Superintendent/designee will ask questions of the Parties and Witnesses;
- Parties will be given the opportunity for live cross-examination after District Superintendent/designee conducts its initial round of questioning; During the Parties' cross-examination, District Superintendent/designee will have the authority to pause cross-examination at any time for the purposes of asking the District Superintendent/designee's own follow up questions; and any time necessary in order to enforce the established rules of decorum.
- Should a Party or the Party's Advisor choose not to cross-examine a Party or Witness, the Party shall affirmatively waive cross-examination through a written or oral statement to the District Superintendent/designee. A Party's waiver of cross-examination does not eliminate the ability of the District Superintendent/designee to use statements made by the Party.

**5) Live Cross-Examination Procedure**

Each party's advisor will conduct live cross-examination of the other party or parties and witnesses. During this live cross-examination, the advisor will ask the other party or parties and witnesses relevant questions and follow-up questions, including those challenging credibility directly, orally, and in real time.

Before any cross-examination question is answered, District Superintendent/designee will determine if the question is relevant. Cross-examination questions that are duplicative of those already asked, including by District Superintendent/designee may be deemed irrelevant if they have been asked and answered.

**6) Review of Recording**

The recording of the hearing will be available for review by the parties within 5 business days of the hearing, unless there are any extenuating circumstances. The recording of the hearing will not be provided to parties or advisors of choice.

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**7) General Considerations for Evaluating Testimony and Evidence**

While the opportunity for cross-examination is required in all Title IX hearings, determinations regarding responsibility may be based in part, or entirely, on documentary, audiovisual, and digital evidence, as warranted in the reasoned judgment of the Decision-maker.

Decision-makers shall not draw inferences regarding a party or witness' credibility based on the party or witness' status as a complainant, respondent, or witness, nor shall it base its judgments in stereotypes about how a party or witness would or should act under the circumstances.

Generally, credibility judgments should rest on the demeanor of the party or witness, the plausibility of their testimony, the consistency of their testimony, and its reliability in light of corroborating or conflicting testimony or evidence.

Credibility judgments should not rest on whether a party or witness' testimony is non-linear or incomplete, or if the party or witness is displaying stress or anxiety.

Decision makers will afford the highest weight relative to other testimony to first-hand testimony by parties and witnesses regarding their own memory of specific facts that occurred. Both inculpatory and exculpatory (i.e. tending to prove and disprove the allegations) evidence will be weighed in equal fashion.

Witness testimony regarding third-party knowledge of the facts at issue will be allowed, but will generally be accorded lower weight than testimony regarding direct knowledge of specific facts that occurred.

Parties may call "expert witnesses" for direct and cross-examination. While the expert witness may be allowed to testify and be crossed, the decision-maker may determine the relevance of non-factual testimony of the expert relative to fact witnesses, and any expert testimony that is not directed to the specific facts that occurred in the case may be afforded lower weight relative to fact witnesses, regardless of whether the expert witness testimony is the subject of cross examination and regardless of whether all parties present experts as witnesses.

Character witnesses in these proceedings will not be allowed to testify, however, the decision-maker may consider whether written character statements will be accepted.

Polygraph tests ("lie detector tests") may be admitted and allowed and other procedures that are outside of standard use in academic and non-academic conduct processes. While the processes and testimony about them will be allowed to testify and be crossed, the decision-maker will be instructed to afford lower weight to such processes relative to the testimony of fact witnesses.

Where a party or witness' conduct or statements demonstrate that the party or witness is engaging in retaliatory conduct, including but not limited to witness tampering and intimidation, the Decision-maker may draw an adverse inference as to that party or witness' credibility.

**L. FINALITY OF DETERMINATION REGARDING RESPONSIBILITY**

The determination regarding responsibility becomes final either on the date that the BOCES provides the parties with the written determination of the result of an appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

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Where a determination regarding responsibility for sexual harassment has been made against the respondent, remedies will be provided to a complainant and disciplinary sanctions may be imposed on a respondent. Remedies will be designed to restore or preserve equal access to the BOCES' education program or activity. Remedies and disciplinary sanctions will be implemented in accordance with applicable laws and regulations, as well as any BOCES policy, procedure, collective bargaining agreement, or other document such as the BOCES' *Code of Conduct*.

The Title IX Coordinator is responsible for the effective implementation of any remedies and/or disciplinary sanctions. The Title IX Coordinator will work with other individuals as necessary to effectively implement remedies and/or disciplinary sanctions.

**M. APPEALS**

Either party may file an appeal from a determination regarding responsibility or from the BOCES' dismissal of a formal complaint or any of its allegations. Appeals must be submitted in writing to the Title IX Coordinator within ten days of the written notice of the determination regarding responsibility or dismissal of the formal complaint or any of its allegations. The bases on which a party is seeking an appeal should be specifically stated in the party's written appeal.

An appeal may only be based upon one or more of the following bases, but cannot be based on a finding of responsibility:

- a) Procedural irregularity that affected the outcome of the matter;
- b) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- c) The Title IX Coordinator, investigator, or decision-maker(s) had a conflict of interest or bias for or against complainant or respondent generally or the individual complainant or respondent that affected the outcome of the matter;
- d) Facts demonstrate the conclusion was clearly unfounded; and
- e) Sanction is unreasonably severe in light of the offense.

Upon receipt of an appeal, which meets the basis in (a) through (e) above, the BOCES will:

- a) Notify the other party in writing that an appeal has been filed and implement appeal procedures equally for both parties;
- b) Continue supportive measures;
- c) Ensure that any decision-maker for the appeal:
  1. Is not the same person as any decision-maker that reached the initial determination regarding responsibility or dismissal, investigator, or Title IX Coordinator; and
  2. Does not have any conflict of interest or bias for or against complainant or respondent generally or an individual complainant or respondent.

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- d) Give all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome. Parties will have to submit these written statements within 15 days after the parties have been notified of the appeal and will be limited to three written pages;
- e) Issue a written decision describing the result of the appeal and the rationale for the result; and
- f) Provide the written decision and its rationale simultaneously to the Title IX Coordinator, the District Superintendent, and all parties within 20 days after receiving the parties written statements in support of, or challenging, the outcome.

**N. PROHIBITION OF RETALIATORY BEHAVIOR (COMMONLY KNOWN AS "WHISTLE-BLOWER" PROTECTION)**

BOCES prohibits retaliation against any individual in form of coercion, intimidation, or discrimination, for the purpose of interfering with his or her Title IX rights or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in an investigation, proceeding, or hearing under Title IX.

Charging an individual with *Code of Conduct* or other applicable violations that do not involve sex discrimination, including sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation. Charging an individual with a *Code of Conduct* or other applicable violation for making a materially false statement in bad faith during a grievance proceeding does not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

All complaints alleging retaliation will be handled in a manner consistent with the BOCES' policies and procedures regarding the investigation of discrimination and harassment complaints.

**O. CONFIDENTIALITY AND PRIVACY**

Except where disclosure may be permitted or required by law or regulation, the BOCES cannot guarantee confidentiality but will keep private to the extent possible, any information reported will be disclosed only as necessary to investigate, seek resolution, implement supportive measures, and in compliance with law. The Title IX Coordinator, Investigator, decision maker, and BOCES' staff will provide privacy, but disclose information as necessary to appropriate individuals and authorities. BOCES could disclose information to the other party necessary to provide due process, mandatory child abuse reports, and information to a parent pursuant to FERPA. Supportive measures will be kept confidential to the extent that does not impair the ability of BOCES to implement these measures. Either party may discuss the allegations to gather and present evidence. The complainant cannot remain anonymous once a formal complaint is filed. The nurse and healthcare providers will provide confidentiality, pursuant to law. Privacy and/or confidentiality will be afforded to the following individuals:

- a) Complainant;
- b) Respondent;
- c) Witness; and

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- d) Person who made the report.

**P. TRAINING**

- a) All Title IX Coordinators, investigators, decision-makers, or persons who facilitate an informal resolution process will receive training on:
  - 1. The definition of sexual harassment as defined in Title IX;
  - 2. The scope of the BOCES' education program or activity;
  - 3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
  - 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- b) All decision-makers receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about a complainant's sexual predisposition or prior sexual behavior are not relevant.
- c) All investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment. Training materials will be made publicly available on the BOCES' website.

**Q. NOTIFICATION**

The BOCES will notify students, applicants for admission to BOCES CWD programs, parents or legal guardians of elementary or secondary students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the BOCES of this policy.

Further, the BOCES will prominently publish this policy and the contact information for the Title IX Coordinator(s) on its website and in other publications, including in each handbook or catalog that it makes available to the individuals and entities referenced above.

**R. RECORDKEEPING**

For a period of seven years, the BOCES will retain the following:

- a) Records of each sexual harassment investigation including any:
  - 1. Determination regarding responsibility;
  - 2. Audio or audiovisual recording or transcript required under law or regulation;



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3. Disciplinary sanctions imposed on the respondent; and
  4. Remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity.
- b) Any appeal and its result.
  - c) Any informal resolution and its result.
  - d) All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
  - e) For each response to sexual harassment where the BOCES had actual knowledge of sexual harassment in its education program or activity against a person in the United States, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the BOCES must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the BOCES' education program or activity. If a BOCES does not provide the complainant with supportive measures, then the BOCES must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the BOCES in the future from providing additional explanations or detailing additional measures taken.

20 USC § 1092(f)(6)(A)(v)  
20 USC § 1681, et. seq.  
34 USC § 12291(a)(8, 10, and 30)  
34 CFR Part 106  
Education Law § 13  
8 NYCRR § 100.2(kk)

Adopted: \_\_\_\_\_/2021

**Monroe 2-Orleans BOCES  
TITLE IX FORMAL COMPLAINT FORM**

Title IX of the Education Amendments Act of 1972 and its implementing regulations prohibit discrimination on the basis of sex in any education program or activity operated by a BOCES that receives federal financial assistance. As required by Title IX, the BOCES does not discriminate on the basis of sex in its education programs and/or activities or when making employment decisions.

The BOCES will promptly respond to reports of sex discrimination and sexual harassment, ensure that all investigations are conducted within a reasonably prompt time frame and under a predictable fair grievance process that provides due process protections to complainants and respondents, and impose sanctions and implement remedies when warranted.

**Instructions**

This form is used to file a formal complaint of sexual harassment under Title IX. Under Title IX, sexual harassment includes conduct on the basis of sex that satisfies one or more of the following:

- a) An employee of the BOCES or component district conditioning the provision of an aid, benefit, or service of the BOCES on an individual's participation in unwelcome sexual conduct;
- b) Unwelcome sexual conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the BOCES' education program or activity; or
- c) Sexual assault, dating violence, domestic violence, or stalking.

Filing a formal complaint of sexual harassment initiates the BOCES' Title IX grievance process which involves, among other things, investigating the allegations of sexual harassment. At the beginning of the grievance process, a written notice of allegations will be sent to all known parties which describes, among other things, details of the allegations being made including the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known.

This form must be completed and signed by either the alleged victim ("the complainant"); a parent or legal guardian who has a right to act on behalf of the complainant; or the Title IX Coordinator, under certain circumstances. This form should be submitted to the Title IX Coordinator in person or by mail, email, or other method made available by the BOCES. Filling this form out as thoroughly as possible will assist the BOCES in providing for the prompt, thorough, and equitable resolution of all allegations. Inquiries about this form or the Title IX grievance process may be directed to the BOCES' Title IX Coordinator(s).

\*The BOCES has designated and authorized the following BOCES employees to serve as its Title IX Coordinators:

Steve Roland, Director of Finance  
Monroe 2-Orleans BOCES  
3599 Big Ridge Road, Spencerport, NY 14559  
[sroland@monroe2boces.org](mailto:sroland@monroe2boces.org); 585-352-2413

Karen Brown, Esq., Director of Human Resources  
Monroe 2-Orleans BOCES  
3599 Big Ridge Road, Spencerport, NY 14559  
[kbrown@monroe2boces.org](mailto:kbrown@monroe2boces.org); 585-352-2420



**Monroe 2-Orleans BOCES**  
**TITLE IX FORMAL COMPLAINT FORM**

You may use additional sheets of paper if needed and attach any relevant materials or evidence.

**Information about the Complainant**

*(The person alleged to have experienced the sex discrimination or sexual harassment.)*

First and last name: \_\_\_\_\_

Complainant's relationship to the BOCES:

Student                       Employee                       Other \_\_\_\_\_

Primary building or location: \_\_\_\_\_

Further details including, if applicable, grade or title: \_\_\_\_\_

\_\_\_\_\_

Complainant's contact information:

Address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Information about the Respondent**

*(The person alleged to have perpetrated the sex discrimination or sexual harassment.)*

First and last name: \_\_\_\_\_

Respondent's relationship to the BOCES:

Student                       Employee                       Other \_\_\_\_\_

Primary building or location: \_\_\_\_\_

Further details including, if applicable, grade or title: \_\_\_\_\_

\_\_\_\_\_

Respondent's contact information:

Address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Email: \_\_\_\_\_



**Monroe 2-Orleans BOCES  
TITLE IX FORMAL COMPLAINT FORM**

**Information about the Alleged Incident(s)**

Describe the alleged incident(s) of sex discrimination or sexual harassment and how it has affected you. **Include any known date(s), time(s), and place(s) of the alleged incident(s).**

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Is the sex discrimination or sexual harassment continuing? [ ] Yes [ ] No

**Information about Witnesses**

List the names and known contact information for any witnesses, individuals who may have information related to this formal complaint, or individuals you have discussed the alleged incident(s) with:

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**Information about Previous Reports**

Have you previously reported or provided information (verbal or written) about this or related incidents? If yes, when and to whom did you report information to? What was the remedy, outcome, or resolution?

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**Information about Legal Counsel**

If you have obtained legal counsel and would like us to work with them, please provide their name and contact information:

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**Monroe 2-Orleans BOCES  
TITLE IX FORMAL COMPLAINT FORM**

**Information about the Person Completing this Form**

Are you the complainant?  Yes  No

If no, fill out the following:

First and last name: \_\_\_\_\_

Relationship to the complainant:

I am the parent/legal guardian of the complainant

I am the Title IX Coordinator for the BOCES

Other \_\_\_\_\_

Your contact information:

Address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Filing a Formal Complaint**

Have you previously met with the BOCES' Title IX Coordinator to discuss the allegations listed in this formal complaint and supportive measures available?  Yes  No

If yes, indicate the first and last name the Title IX Coordinator: \_\_\_\_\_

Are you requesting that the BOCES investigate the allegations being made in this formal complaint?  Yes  No

**Additional Information**

Did you use additional sheets of paper and/or attach any relevant materials or evidence in completing this form?  Yes  No

If yes, please:

Indicate how many additional sheets of paper have been attached: \_\_\_\_\_

Identify all relevant materials and evidence that have been attached: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**Monroe 2-Orleans BOCES  
TITLE IX FORMAL COMPLAINT FORM**

**I certify that the facts in this formal complaint are true to the best of my knowledge, information, and belief.**

First and last name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Notice:** If, after reviewing this form, the Title IX Coordinator finds either that the conduct alleged in the formal complaint would not constitute sexual harassment even if proved, did not occur in the BOCES' education program or activity, or did not occur against a person in the United States, then the BOCES will dismiss the formal complaint. This dismissal does not preclude action under another related BOCES policy, procedure, collective bargaining agreement, or other document such as the BOCES' *Code of Conduct*. Further, you have the right to appeal the dismissal of this formal complaint.

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**For BOCES Use Only**

Formal complaint initially received on: \_\_\_\_\_

Formal complaint initially received by: \_\_\_\_\_  
*(name and title)*

Indicate to whom and the date that this formal complaint was forwarded, if at all:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adopted: \_\_\_\_\_/2021

9. New Business

4. First Reading of Amendment to 2020-21 District-Wide School Safety (SAVE) Plan

# Public Health Emergency Continuation of Operations Plan for Monroe 2-Orleans BOCES

Monroe 2-Orleans BOCES Board approved: March , 2021

This plan has been developed in accordance with NYS legislation S8617B/A10832.



## Declaration

This plan has been developed in accordance with the amended New York State Labor Law section 27-c and New York State Education Law paragraphs k and l of subdivision 2 of section 2801-a (as amended by section 1 of part B of chapter 56 of the laws of 2016), as applicable.

This plan has been developed with the input of the Monroe 2 Orleans BOCES Teachers' Association, Monroe 2-Orleans BOCES Administrative Supervisory Association, Monroe 2-Orleans BOCES Teacher Aides and Student Behavioral Assistants Association, and United Public Service Employees Union, Operations, Maintenance and Security Bargaining Unit, as required by the amended New York State Labor Law.

No content of this plan is intended to impede, infringe, diminish, or impair the rights of us or our valued employees under any law, rule, regulation, or collectively negotiated agreement, or the rights and benefits which accrue to employees through collective bargaining agreements, or otherwise diminish the integrity of the existing collective bargaining relationship.

This plan has been approved in accordance with requirements applicable to the agency, jurisdiction, authority, or district, as represented by the signature of the authorized individual below.

As the authorized official of the Monroe 2-Orleans BOCES, I hereby attest that this plan has been developed, approved, and placed in full effect in accordance with S8617B/A10832 which amends New York State Labor Law section 27-c and New York State Education Law paragraphs k and l of subdivision 2 of section 2801-a (as amended by section 1 of part B of chapter 56 of the laws of 2016), as applicable, to address public health emergency planning requirements.

Signed on this day:

Date: \_\_\_\_\_

By: Jo Anne L. Antonacci

Signature: \_\_\_\_\_

Title: District Superintendent

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## Purpose, Scope, Situation Overview, and Assumptions

### Purpose

On September 7, 2020, Governor Cuomo signed into law Chapter 168 of the Laws of 2020 that requires public employers, including public school districts, to adopt a continuation of operations plan in the event that the governor declares a public health emergency involving communicable disease. The legislation (S.8617-B/A.10832) amends subdivision 2 of section 2801-a of New York Education Law to require that District Safety Plans include protocols for responding to a declared public health emergency involving a communicable disease that are “substantially consistent” with the provisions of section 27-c of the Labor Law.

This plan addresses the seven components necessary to ensure continuity of operations in the event the governor declares a public health emergency involving a communicable disease. Much of its content reflects procedures and protocols currently in place to address the COVID-19 Pandemic taken from the Monroe 2-Orleans BOCES Re-Opening Plan, Pandemic Plan and District-Wide School Safety Plan. Depending on the specific circumstances of a future emergency, adjustments to the plan may be necessary to address the emergency at hand.

### Scope

This plan was developed exclusively for and is applicable to the Monroe 2-Orleans BOCES. This plan is pertinent to a declared public health emergency in the State of New York which may impact our operations; and it is in the interest of the safety of our employees, students, visitors and contractors, and the continuity of our operations that we have promulgated this plan.

### Situation Overview

On March 11, 2020 the World Health Organization declared a pandemic for the novel coronavirus which causes the COVID-19 severe acute respiratory syndrome. This plan has been developed in accordance with amended laws to support continued resilience for a continuation of the spread of this disease or for other infectious diseases which may emerge and cause a declaration of a public health emergency.

The health and safety of our employees and contractors is crucial to maintaining our mission essential operations. We encourage all employees and contractors to use [CDC Guidance for Keeping Workplaces, Schools, Homes, and Commercial Establishments Safe](#). The fundamentals of reducing the spread of infection include:

- Washing hands with soap and water or use of hand sanitizer frequently, including:
  - After using the restroom
  - After returning from a public outing
  - After touching/disposing of garbage
  - After using public computers, touching public tables, and countertops, etc.
- Practicing social distancing whenever possible
- Wearing a mask or acceptable face covering at all times when social distancing cannot be maintained
- If you are feeling ill or have a fever, notify your supervisor immediately and go home
- If you start to experience coughing or sneezing, step away from people and cough or sneeze into the crook of your arm or a tissue; the latter of which should be disposed of immediately
- Other guidance which may be published by the CDC, the State Department of Health, or County health officials.

## Planning Assumptions

This plan was developed based on information, best practices, and guidance available as of the date of publication. The plan was developed to largely reflect the circumstances of the current Coronavirus pandemic but may also be applicable to other infectious disease outbreaks. The primary assumption of this plan is that there will be a minimum of employees present to keep necessary operations functioning. Therefore, the term essential employees refers to those employees that have to be physically present to perform the necessary function. This would be similar to the conditions that existed in March - May 2020.

The following assumptions have been made in the development of this plan:

- The health and safety of our students, employees and contractors, and their families, is of utmost importance.
- The circumstances of a public health emergency may directly impact our own operations.
- Impacts of a public health emergency will take time for us to respond to, with appropriate safety measures put into place and adjustments made to operations to maximize safety.
- The public and our constituency expects us to maintain a level of mission essential operations.
- Resource support from other jurisdictions may be limited based upon the level of impact the public health emergency has upon them.
- Supply chains, particularly those for personal protective equipment (PPE) and cleaning supplies, may be heavily impacted, resulting in delays in procurement.
- The operations of other entities, including the private sector (vendors, contractors, etc.), non-profit organizations, and other governmental agencies and services may also be impacted due to the public health emergency, causing delays or other disruptions in their services.
- Emergency measures and operational changes may need to be adjusted based upon the specific circumstances and impacts of the public health emergency, as well as guidance and direction from public health officials and the governor.

## Concept of Operations

The District Superintendent of the Monroe 2-Orleans BOCES, their designee, or their successor holds the authority to execute and direct the implementation of this plan. Implementation, monitoring of operations, and adjustments to plan implementation may be supported by additional personnel, at the discretion of the District Superintendent.

Upon the determination of implementing this plan, all employees and contractors of Monroe 2-Orleans BOCES shall be notified by email with a link to the plan which will be housed on the Monroe 2-Orleans BOCES Employee Portal. All local law enforcement agencies and fire departments that are within the towns that BOCES programs are located will be notified of pertinent operational changes by way of email by the Safety & Security Coordinator. Other interested parties, such as vendors, will be notified by phone and/or email as necessary. The District Superintendent or their designee will maintain communications with the public and constituents as needed throughout the implementation of this plan.

The District Superintendent of the Monroe 2-Orleans BOCES, their designee, or their successor will maintain awareness of information, direction, and guidance from public health officials and the Governor's office, directing the implementation of changes as necessary.

## Mission Essential Functions

When confronting events that disrupt normal operations, Monroe 2-Orleans BOCES is committed to ensuring that essential functions will be continued even under the most challenging circumstances.

Essential functions are those functions that enable an organization to:

1. Maintain the safety of employees, contractors, and our constituency
2. Provide vital services
3. Provide services required by law
4. Sustain quality operations
5. Uphold the mission and vision and values of Monroe 2-Orleans BOCES

The Monroe 2-Orleans BOCES has identified as critical only those priority functions that are required or are necessary to provide vital services. During activation of this plan, all other activities may be suspended to enable the organization to concentrate on providing the critical functions and building the internal capabilities necessary to increase and eventually restore operations. Appropriate communications with employees, contractors, our constituents, and other stakeholders will be an ongoing priority.

ESSENTIAL FUNCTIONS - POSITIONS/TITLES	JUSTIFICATION
District Superintendent Administrative Assistant	Overall responsibility for operations throughout the entire organization
Director of Finance Administrative Assistant Treasurer Internal Claims Auditor Accounts Payable Clerks Workers Comp Claims Processors Billing Specialist Clerk	Responsible for all business operations
Director of Human Resources Administrative Assistant Payroll Supervisor Payroll Clerk Clerical support, as needed	Responsible for all human resources functions
Assistant Superintendent for Instructional Programs Administrative Assistant Executive Principal Career and Technical Education Director Department of Exceptional Children Director of Center for Workforce Development Principal Westside Academy	Responsible for operation of all remote instructional programs

Assistant Superintendent for Curriculum, Instruction & Professional Development Administrative Assistant Director BOCES 4 Science	Responsible for all curriculum, instruction, and professional development activities
Coordinator of Safety and Security Security workers	Responsible for safety and security at all BOCES locations
Director of Operations & Maintenance Operations & Maintenance Manager Cleaners Mechanics Groundskeeper	Responsible for maintenance and cleaning and disinfecting of all facilities
Assistant Superintendent for Accountability, Assessment & Technology Administrative Assistant Communication & Technology Services Supervising Manager Microcomputer Maintenance Technicians Senior Systems Administrator Communications Group Manager	Responsible for all communications and technology operations
Occupational Health Nurse	Ensure all health and safety protocols are up to date and adhered to

## Reducing Risk Through Remote Work and Staggered Shifts

Through assigning certain staff to work remotely and by staggering work shifts, we can decrease crowding and density at work sites and on public transportation.

### Remote Work Protocols

Working remotely will be enabled to the greatest extent possible, should the District Superintendent or State order a reduction of on-site, in-person work. Working remotely requires:

- Communication of implementation to the employees and contractors
- Approval and assignment of remote work by employee's Cabinet-level supervisor
- Notification of expectations to contractors by contractor's administrator
- Ability for remote work may include expectations of:
  - Internet access
  - Devices capable to receiving and sending digital information, files, video, voice communication
  - Access to the Monroe 2-Orleans BOCES secure network
  - Access to the software and databases necessary to perform work functions
  - Work phone lines forwarded to off-site staff

## Staggered Shifts

Staggering work shifts may be implemented to reduce crowding, or to adhere to NYS Department of Health guidelines. Employees or contractors performing duties which are necessary to be accomplished on-site may be asked to work outside of normally assigned shifts or core business hours. The protocol for staggering shifts and/or reducing contact hours requires:

- Communication of implementation to the employees and contractors
- Approval and assignment of on-site and/or remote work schedules by employee's supervisor
- Notification of expectations to contractors by contractor's administrator

## Personal Protective Equipment

The use of personal protective equipment (PPE) to reduce the spread of infectious disease is important to supporting the health and safety of our employees and contractors. PPE needed may include:

- Masks
- Face shields
- Gloves
- Disposable gowns and aprons

It should be noted that while cleaning supplies are not PPE, there is a related need for cleaning supplies used to disinfect surfaces, as well as hand soap and hand sanitizer. Pandemics have demonstrated that supply chains are not always able to keep up with the increased demand for these products. To that end, we are including these types of supplies in this section as they are critical to protecting the health and safety of our staff and contractors.

The Director of Operations and Maintenance (O&M) will be responsible for ensuring that proper PPE is available at all buildings for required applications by essential personnel. One means of accomplishing this is by participating in a Cooperative Bid for PPE. This Bid provides a comprehensive list of suppliers and products used for maintaining staff safety, and disinfecting and sanitization protocols.

The O&M Department will keep a monthly inventory of PPE with the goal of maintaining a six-month supply of PPE, while ensuring an extra supply is available for essential personnel including O&M staff. The inventory listing will be kept in the O&M office. Surplus PPE will be appropriately stored in a dry, secure location(s).

PPE will be distributed through the generation of an O&M work order. PPE will be pulled from current inventory, packaged, and delivered by O&M staff within 24 hours. Emergency orders should be noted and will be completed as received.

## Staff Exposures, Cleaning, and Disinfection

### Staff Exposures

Staff exposures are organized under several categories based upon the type of exposure and presence of symptoms. Following CDC guidelines, we have established the following protocols:

#### **Daily Screening**

BOCES 2 employees will be required to complete a daily health screening before coming to work each day, via email link. The health screening form can also be accessed at [www.monroe2boces.org](http://www.monroe2boces.org) .

If, after performing the screening, the employee is exhibiting any of the symptoms or answers yes to the screening questions, the employee will:

- Stay home from work;
- Report their absence to their supervisor; and
- Contact his/her health care provider for further guidance.

All contractors and visitors to BOCES 2 buildings and facilities will be required to complete the health screening prior to entering the building. Signage indicating requirements of the self-assessment are posted on the entrance to every BOCES 2 building.

### **If Employee Becomes Ill at Work**

BOCES 2 requires employees, visitors, or contractors with an elevated temperature of 100 degrees or higher and/or other symptoms of the communicable disease to immediately notify their supervisor and exit the building. Employees, visitors, and contractors should contact their healthcare provider as soon as possible.

Symptomatic individuals will not be permitted to return to work until they are symptom free and cleared by their primary care provider and/or the local Department of Health, if required. Documentation must be provided to the Human Resources Office.

We recognize there may be nuances or complexities associated with potential exposures, close contacts, symptomatic persons, and those testing positive. We will follow CDC/Department of Health recommendations and requirements and coordinate with our local public health office for additional guidance and support as needed.

### **Cleaning and Disinfecting**

Once the symptomatic person leaves a building, the supervisor will immediately notify O&M so the area(s) that the person was in can be thoroughly deep cleaned and disinfected according to the following deep cleaning protocol.

- To minimize exposure, cleaners will be provided with 3-ply surgical masks, gloves, apron, and face shield
- O&M will follow Normal Cleaning Procedures using Virex II 256 (disinfectant and cleaner) and
- Cleaners will utilize portable disinfecting misters containing Diversey Oxivir (EPA & CDC approved disinfectant and cleaner) and mist the room where employee, visitor or contractor has been.

All cleaning and disinfection practices are based on doing the following:

- Where disinfectants are used, products should be registered with EPA and the NYS Department of Environmental Conservation (DEC).
- Cleaning and disinfection logs will be maintained in the O&M office that include the date, time, and scope of cleaning and disinfection

### **Employee and Contractor Leave**

In a public health emergency, employees of Monroe 2-Orleans BOCES may need leave time to receive testing, treatment, isolation, or quarantine. Employees may avail themselves of available leave as provided for in their



collective bargaining agreement or benefit handbook. In addition, employees will be covered by any leave provided under federal and New York State law.

Contractors, either independent or affiliated with a contracted firm, are not classified as employees of Monroe 2-Orleans BOCES, and as such are not provided with paid leave time by Monroe 2-Orleans BOCES, unless required by law.

## Documentation of Work Hours and Locations

In a public health emergency, it may be necessary to document work hours and locations of each employee, visitor, and contractor to support contact tracing efforts. Identification of locations shall include on-site work and off-site visits. This information may be used by Monroe 2-Orleans BOCES to support contact tracing within the organization and may be shared with local public health officials.

Contact tracing is a public health function performed by local public health departments to trace all persons who have had contact with a confirmed case of a communicable disease. This allows public health officials to put in place isolation or other measures to limit the spread of the disease. Monroe 2-Orleans BOCES will fully cooperate with all contact tracing efforts as directed by the local health department.

Monroe 2-Orleans BOCES has developed a plan to assist in contact tracing efforts in accordance with the protocols, training, and tools provided through New York State and will modify if necessary, depending on the circumstances of the public health emergency.

Monroe 2-Orleans BOCES will assist with contact tracing by:

- Keeping accurate attendance records of all employees, visitors and contractors
- Requiring all employees, visitors, and contractors to sign an entry log which includes date and entry time, exit time and if visitors or contractors, which rooms in the building they visited
- Assisting in any way possible in tracing all contacts of the individual in accordance with the protocol, training, and tools provided through the NYS Contact Tracing Program

The local health department will take the lead on isolation/quarantine and release orders and provide recommendations to Monroe 2-Orleans BOCES regarding action plans in response to the communicable disease.

## Housing for Essential Employees

There are circumstances within a public health emergency when it may be prudent to have essential employees lodged in such a manner which will help prevent the spread of the subject communicable disease to protect these employees from potential exposures, thus helping to ensure their health and safety and the continuity of Monroe 2-Orleans BOCES essential operations. If emergency housing is needed, BOCES 2 will lodge essential employees at a local hotel.

9. New Business

5. Resolution to Accept Donation of 16 Solar Modules (Q cells) from CED Greentech

9. New Business

6. Resolution to Accept Donation of new solar installation hardware from CED Greentech

9. New Business

7. CTE Salitan and Davison scholarship Interviews

9. New Business

8. Determine 2021 Reorganizational Meeting Date and Board Staff Development

10. Personnel and Staffing

1. Resolution to Approve Personnel and Staffing Agenda

11. Bids/Lease Purchases

1. Resolution to Accept Cooperative Art Supplies Bid

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



### 13. Committee Reports

- Labor Relations Committee (J. Abbott)
- Legislation Committee (D. Laba/K. Dillon)
- Information Exchange Committee (R. Charles Phillips/L. VenVertloh)

14. Upcoming Meetings/Calendar Events

- March 17 6:30pm Board Meeting (ESC, PDC 1&2)
- March 20 8:00am Prospective Candidate Seminar (Double Tree)
- March 24 Noon MCSBA Labor Relations Committee (Double Tree)
- April 4 Noon Board Officer Agenda Review (ESC, CR 1)
- April 7 Noon MCSBA Legislative Committee (Double Tree)  
5:45pm MCSBA Board Presidents Meeting (Double Tree)
- April 14 Noon MCSBA Information Exchange Committee (Double Tree)  
6:30pm BOCES 2 Annual Meeting (Big Ridge Road Campus  
ESC, PDC1&2) immediately followed by April BOCES 2  
Regular Board Meeting; Code of Conduct Public Hearing
- April 16 8:30am District Clerks Conference (Remote)
- April 21 Noon MCSBA Steering Committee (**Rescheduled from 3/17**  
Double Tree)  
~~6:30pm Board Meeting (ESC, PDC 1&2) Code of Conduct  
Public Hearing~~ (**Moved to 4/14**)
- April 27 Component Districts Annual Voting on BOCES 2  
Administrative Budget and Board Member Elections

15. Other Items

16. Executive Session

17. Adjournment