

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

There will be a Regular Meeting of the Board of Cooperative Educational Services on Wednesday, April 19, 2023 at 6:00 p.m. at the Richard E. Ten Haken Educational Services Center, 3599 Big Ridge Road, Spencerport, New York 14559, Board Room.

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

BOARD MEMBERS

Dennis Laba, President

R. Charles Phillips, Vice President

John Abbott

Cindy Dawson

Kathleen Dillon

Trina Lorentz

Gerald Maar

Michael May

Heather Pyke

AGENDA

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Agenda Item(s) Modifications
4. Public Hearing: Code of Conduct
5. Approval of Minutes: March 15, 2023 Regular Meeting Minutes
6. Public Interaction
7. Financial Reports
 1. Resolution to Accept Treasurer's Report
 2. Resolution to Accept WinCap Report
 3. Internal Claims Report
 4. Contractor Report
8. Board Presentation – Diversity, Equity and Inclusion – Assistant Superintendent for Instructional Programs Tom Schulte and Assistant Superintendent for Curriculum Instruction and Professional Development Dr. Marijo Pearson
9. Old Business
 1. Space Update
10. New Business
 1. Resolution to Approve Monroe 2-Orleans BOCES Code of Conduct
 2. First Reading Policies: 5142 – AEDs in Public Schools; 6421 – Student with Serious/Life-threatening Medical Conditions; 7123 – Use of Time Out Rooms
 3. Resolution to Approve 2023 Lease Template – Summer Programs
 4. Resolution to Accept Donation of Non-working Computers and Printer from Town of Brighton
 5. Resolution to Accept Donation of 100 4"x8" Bricks from Miller Brick
 6. Resolution to Accept Donation of Non-working 2007 Toyota 4Runner from Barbara Denigris
 7. Monroe 2-Orleans BOCES 2020-2021 Report Card Review (Tom Schulte)
11. Personnel and Staffing
 1. Resolution to Approve Personnel and Staffing Agenda
 2. Resolution to Create Position

12. Bids/Lease Purchases

1. Resolution to Accept Cooperative Fine Paper Bid
2. Resolution to Accept Cooperative Office and Classroom Supplies Bid
3. Resolution to Accept Calculator Bid
4. Resolution to Accept Wheatland-Chili Lease Purchase of Copier Equipment
5. Resolution to Accept Erie #1 BOCES FY 2002-2023 Instructional Technology State Wide Licensing Agreements, Add-on #2

13. Executive Officer's Reports

1. Albany D.S. Report
2. Local Update

14. Committee Reports

- Labor Relations Committee (J. Abbott, K. Dillon)
- Legislative Committee (K. Dillon, C. Dawson)
- Information Exchange Committee (C. Dawson, C. Phillips)

15. Upcoming Meetings/Calendar Events

April 19	Noon	MCSBA Information Exchange Committee (DoubleTree)
	6:00pm	Board Meeting (ESC, Board Room)
April 25	3:00 pm	BOCES 2 DEI Meeting
April 26	Noon	MCSBA Labor Relations (DoubleTree)
	5:45 pm	MCSBA Executive Committee Meeting (DoubleTree)
April 27	8:00 am	MCSBA Spring Law Conference (DoubleTree)
May 3	Noon	MCSBA Legislative Committee Meeting (DoubleTree)
	4:00 pm	MCSBA Social Hour (All members)
	5:45 pm	MCSBA Board Presidents Meeting
May 5		Spring Dinner Dance

16. Other Items

17. Executive Session

18. Adjournment

1. Call the Meeting to Order

2. Pledge of Allegiance

3. Agenda Item(s) Modifications

4. Public Hearing: Code of Conduct

5. Approval of Minutes: March 15, 2023 Regular Meeting Minutes

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

Minutes of the Regular Meeting of the Board of Cooperative Educational Services, Second Supervisory District of Monroe and Orleans Counties, held on March 15, 2023, at 6:00 p.m. at the Richard E. Ten Haken Educational Services Center, Spencerport, New York 14559.

Members Present:

John Abbott	Gerald Maar
Kathy Dillon	Michael May
Trina Lorentz	Heather Pyke

Members Absent: Dennis Laba, R. Charles Phillips, Cindy Dawson

Staff Present:

Jo Anne Antonacci	Marijo Pearson
Stephen Dawe	Steve Roland
Ian Hildreth	Thomas Schulte
Kelly Mutschler	Melissa Trau
Mark Chase	

1. Call the Meeting to Order
The meeting was called to order by John Abbott at 6:00 p.m.
2. Pledge of Allegiance
3. Agenda Modifications - A walk-in resolution was added at Item 8.2
4. Approval of Minutes
Resolved: To Approve the Minutes of the February 15, 2023, Meeting Minutes as presented.
Moved by G. Maar, seconded by K. Dillon; passed unanimously
5. Public Interaction – There was no public interaction.
6. Financial Reports
 1. Resolved: To Accept the Treasurer’s Report as presented
Moved by M. May, seconded by K. Dillon; passed unanimously.
 2. Resolved: To Accept the WinCap Report as presented
Moved by M. May, seconded by K. Dillon; passed unanimously
7. Board Presentation –New York State Center for School Health Director Melissa Trau provided a program overview to the board. Board members asked questions and thanked Ms. Trau who left the meeting at 6:15 p.m.

8. Old Business

1. Updates were shared from the March 13 Space Committee meeting. Several different options for CTE, PreK and O&M were discussed. Board members ask questions and provided feedback. The next Space Committee meeting is scheduled for April 17, 2023.

2. Whereas, on or about March 15, 2023, the Board passed a resolution authorizing litigation against JUUL LABS, INC.; and

Whereas, the parties have reached a settlement of this litigation in the amount of \$53,147.00 (less disbursements and fees).

Now therefore be it resolved, that the Board approves the settlement of the JUUL LABS, INC. litigation in the amount of \$53,147.00 (less disbursements and fees) and authorizes the District Superintendent to execute any settlement documents on behalf of the Board.

Moved by K. Dillon, seconded by M. May; passed unanimously

9. New Business

1. Resolved: To Approve the Monroe 2-Orleans BOCES Classified Staff and Teacher Calendars for 2023-2024 School Year

Moved by K. Dillon, seconded by H. Pyke; passed unanimously

2. Resolved: To Approve the 2023-2024 Board Meeting Dates

Moved by H. Pyke, seconded by G. Maar; passed unanimously

10. Personnel and Staffing

1. Resolved: To Approve the Personnel and Staffing Agenda as presented

Moved by K. Dillon; seconded by T. Lorentz passed unanimously

2. WHEREAS, the BOCES Board has been provided evidence that the following individuals have completed training which meets the requirements of 8 NYCRR 30-2.10 and the Monroe 2-Orleans BOCES 2022-2023 State-approved Annual Professional Performance Review Plan for certification as a Lead Evaluator of teachers, therefore

BE IT RESOLVED, that, upon recommendation of the District Superintendent, the following individuals be certified as a Lead Evaluator of teachers:

- Adrienne Loftus
- Lisa Zeznick

Moved by K. Dillon, seconded by H. Pyke; passed unanimously

11. Bids/Lease Purchases

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

1. Cooperative Art Supplies Bid - Bid# RFB-2021-23

School Specialty	\$291.80
Pyramid School Products	\$255.24
WB Mason	\$154.40
Cascade School Supplies	\$104.58
National Art & School Supplies	\$27.00

2. Whereas, Board of Cooperative Educational Services, Second Supervisory District of Monroe County (“BOCES 2”), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of New York, is authorized by the laws of the State of New York to purchase, acquire and lease personal property and to enter into contracts with respect thereto; and

Whereas, pursuant to New York State Education Regulations contained at 8 NYCRR Part 170.3(f), and in furtherance of BOCES 2’s mission and essential functions, BOCES 2 desires to purchase, acquire and lease certain equipment constituting personal property in connection BOCES’s ongoing service programs; to wit, the Lessor anticipates entering into a contract with Gates Chili Central School District (the “District”) relating to same; and

Whereas, in order to acquire such equipment, the BOCES 2 proposes to enter into with Toshiba (the “Lessor”), the form of which has been presented to the governing body of the BOCES 2 at this meeting; and

Whereas, the governing body of the BOCES 2 deems it for the benefit of the BOCES 2 and for the efficient and effective administration thereof to enter into the Agreement for the purchase, acquisition and leasing of the equipment therein described on the terms and conditions therein provided;

Now, Therefore, Be It And It Is Hereby Resolved;

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and cross-contracts with the District (collectively, the “Agreements”) are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel to BOCES 2 or other authorized representatives of BOCES 2 executing the same, the execution of such documents being conclusive evidence of such approval; and the BOCES 2 Board President is hereby authorized and directed to execute, and the BOCES 2 District Superintendent is hereby authorized and directed to attest and countersign the Agreements and any related exhibits attached thereto, and the BOCES 2 District Clerk is hereby authorized to affix the seal of BOCES 2 to such documents.

Section 2. Findings - Financial. The BOCES 2 Board finds and determines that it is in BOCES 2’s best financial interest to acquire the Equipment for the benefit of the District because:

- (i) it provides an opportunity to use the equipment without committing to the full costs of purchase; and
- (ii) after seeking competitive quotes, Lessor provides the most financially advantageous lease terms; and

Section 3. Findings - Ordinary Contingent Expense. The BOCES 2 Board finds and determines that the Equipment is necessary to maintain BOCES 2's educational program, preserve property or assure the health and safety of students and staff and thus payments under the Agreements constitute ordinary contingent expenses.

Section 4. Other Actions Authorized. The officers and employees of BOCES 2 shall take all action necessary or reasonably required by the parties to the Agreements to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreements.

Section 5. No General Liability. Nothing contained in this Resolution, the Agreements nor any other instrument shall be construed with respect to BOCES 2 as incurring a pecuniary liability or charge upon the general credit of BOCES 2 or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreements or any other instrument or document executed in connection therewith impose any pecuniary liability upon BOCES 2 or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Agreements are special limited obligations of BOCES 2 as provided in the Agreements.

Section 6. Section 265(b)(3) Designation. BOCES 2 hereby designates the Agreements as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. BOCES 2 further represents that BOCES 2 reasonably anticipates that BOCES 2 and other entities that BOCES 2 controls will not issue tax-exempt obligations (including the Agreement) that exceed the aggregate principal amount of \$10,000,000 during the calendar year in which the Agreement is executed and delivered.

Section 7. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

3. Whereas, Board of Cooperative Educational Services, Second Supervisory District

of Monroe County (“BOCES 2”), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of New York, is authorized by the laws of the State of New York to purchase, acquire and lease personal property and to enter into contracts with respect thereto; and

Whereas, pursuant to New York State Education Regulations contained at 8 NYCRR Part 170.3(f), and in furtherance of BOCES 2’s mission and essential functions, BOCES 2 desires to purchase, acquire and lease certain equipment constituting personal property in connection BOCES’s ongoing service programs; to wit, the Lessor anticipates entering into a contract with Gates Chili Central School District (the “District”) relating to same; and

Whereas, in order to acquire such equipment, the BOCES 2 proposes to enter into with Toshiba (the “Lessor”), the form of which has been presented to the governing body of the BOCES 2 at this meeting; and

Whereas, the governing body of the BOCES 2 deems it for the benefit of the BOCES 2 and for the efficient and effective administration thereof to enter into the Agreement for the purchase, acquisition and leasing of the equipment therein described on the terms and conditions therein provided;

Now, Therefore, Be It And It Is Hereby Resolved;

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and cross-contracts with the District (collectively, the “Agreements”) are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel to BOCES 2 or other authorized representatives of BOCES 2 executing the same, the execution of such documents being conclusive evidence of such approval; and the BOCES 2 Board President is hereby authorized and directed to execute, and the BOCES 2 District Superintendent is hereby authorized and directed to attest and countersign the Agreements and any related exhibits attached thereto, and the BOCES 2 District Clerk is hereby authorized to affix the seal of BOCES 2 to such documents.

Section 2. Findings - Financial. The BOCES 2 Board finds and determines that it is in BOCES 2’s best financial interest to acquire the Equipment for the benefit of the District because:

- (i) it provides an opportunity to use the equipment without committing to the full costs of purchase; and
- (ii) after seeking competitive quotes, Lessor provides the most financially advantageous lease terms; and

Section 3. Findings - Ordinary Contingent Expense. The BOCES 2 Board finds and determines that the Equipment is necessary to maintain BOCES 2's educational program, preserve property or assure the health and safety of students and staff and thus payments under the Agreements constitute ordinary contingent expenses.

Section 4. Other Actions Authorized. The officers and employees of BOCES 2 shall take all action necessary or reasonably required by the parties to the Agreements to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreements.

Section 5. No General Liability. Nothing contained in this Resolution, the Agreements nor any other instrument shall be construed with respect to BOCES 2 as incurring a pecuniary liability or charge upon the general credit of BOCES 2 or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreements or any other instrument or document executed in connection therewith impose any pecuniary liability upon BOCES 2 or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Agreements are special limited obligations of BOCES 2 as provided in the Agreements.

Section 6. Section 265(b)(3) Designation. BOCES 2 hereby designates the Agreements as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. BOCES 2 further represents that BOCES 2 reasonably anticipates that BOCES 2 and other entities that BOCES 2 controls will not issue tax-exempt obligations (including the Agreement) that exceed the aggregate principal amount of \$10,000,000 during the calendar year in which the Agreement is executed and delivered.

Section 7. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

4. Whereas, Board of Cooperative Educational Services, Second Supervisory District of Monroe County ("BOCES 2"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of New York, is authorized by the laws of the State of New York to purchase, acquire and lease personal property and to enter into contracts with respect thereto; and

Whereas, pursuant to New York State Education Regulations contained at 8

NYCRR Part 170.3(f), and in furtherance of BOCES 2's mission and essential functions, BOCES 2 desires to purchase, acquire and lease certain equipment constituting personal property in connection BOCES's ongoing service programs; to wit, the Lessor anticipates entering into a contract with Churchville-Chili Central School District (the "District") relating to same; and

Whereas, in order to acquire such equipment, the BOCES 2 proposes to enter into with Xerox (the "*Lessor*"), the form of which has been presented to the governing body of the BOCES 2 at this meeting; and

Whereas, the governing body of the BOCES 2 deems it for the benefit of the BOCES 2 and for the efficient and effective administration thereof to enter into the Agreement for the purchase, acquisition and leasing of the equipment therein described on the terms and conditions therein provided;

Now, Therefore, Be It And It Is Hereby Resolved;

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and cross-contracts with the District (collectively, the "Agreements") are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel to BOCES 2 or other authorized representatives of BOCES 2 executing the same, the execution of such documents being conclusive evidence of such approval; and the BOCES 2 Board President is hereby authorized and directed to execute, and the BOCES 2 District Superintendent is hereby authorized and directed to attest and countersign the Agreements and any related exhibits attached thereto, and the BOCES 2 District Clerk is hereby authorized to affix the seal of BOCES 2 to such documents.

Section 2. Findings - Financial. The BOCES 2 Board finds and determines that it is in BOCES 2's best financial interest to acquire the Equipment for the benefit of the District because:

- (i) it provides an opportunity to use the equipment without committing to the full costs of purchase; and
- (ii) after seeking competitive quotes, Lessor provides the most financially advantageous lease terms; and

Section 3. Findings - Ordinary Contingent Expense. The BOCES 2 Board finds and determines that the Equipment is necessary to maintain BOCES 2's educational program, preserve property or assure the health and safety of students and staff and thus payments under the Agreements constitute ordinary contingent expenses.

Section 4. Other Actions Authorized. The officers and employees of BOCES 2 shall take all action necessary or reasonably required by the parties to the Agreements to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation,

the execution and delivery of any closing and other documents required to be delivered in connection with the Agreements.

Section 5. No General Liability. Nothing contained in this Resolution, the Agreements nor any other instrument shall be construed with respect to BOCES 2 as incurring a pecuniary liability or charge upon the general credit of BOCES 2 or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreements or any other instrument or document executed in connection therewith impose any pecuniary liability upon BOCES 2 or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Agreements are special limited obligations of BOCES 2 as provided in the Agreements.

Section 6. Section 265(b)(3) Designation. BOCES 2 hereby designates the Agreements as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. BOCES 2 further represents that BOCES 2 reasonably anticipates that BOCES 2 and other entities that BOCES 2 controls will not issue tax-exempt obligations (including the Agreement) that exceed the aggregate principal amount of \$10,000,000 during the calendar year in which the Agreement is executed and delivered.

Section 7. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

5. Whereas, Board of Cooperative Educational Services, Second Supervisory District of Monroe County (“BOCES 2”), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of New York, is authorized by the laws of the State of New York to purchase, acquire and lease personal property and to enter into contracts with respect thereto; and

Whereas, pursuant to New York State Education Regulations contained at 8 NYCRR Part 170.3(f), and in furtherance of BOCES 2’s mission and essential functions, BOCES 2 desires to purchase, acquire and lease certain equipment constituting personal property in connection BOCES’s ongoing service programs; to wit, the Lessor anticipates entering into a contract with Churchville-Chili Central School District (the “District”) relating to same; and

Whereas, in order to acquire such equipment, the BOCES 2 proposes to enter into with Toshiba (the “Lessor”), the form of which has been presented to the governing body of the BOCES 2 at this meeting; and

Whereas, the governing body of the BOCES 2 deems it for the benefit of the BOCES 2 and for the efficient and effective administration thereof to enter into the Agreement for the purchase, acquisition and leasing of the equipment therein described on the terms and conditions therein provided;

Now, Therefore, Be It And It Is Hereby Resolved;

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and cross-contracts with the District (collectively, the “Agreements”) are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel to BOCES 2 or other authorized representatives of BOCES 2 executing the same, the execution of such documents being conclusive evidence of such approval; and the BOCES 2 Board President is hereby authorized and directed to execute, and the BOCES 2 District Superintendent is hereby authorized and directed to attest and countersign the Agreements and any related exhibits attached thereto, and the BOCES 2 District Clerk is hereby authorized to affix the seal of BOCES 2 to such documents.

Section 2. Findings - Financial. The BOCES 2 Board finds and determines that it is in BOCES 2’s best financial interest to acquire the Equipment for the benefit of the District because:

- (i) it provides an opportunity to use the equipment without committing to the full costs of purchase; and
- (ii) after seeking competitive quotes, Lessor provides the most financially advantageous lease terms; and

Section 3. Findings - Ordinary Contingent Expense. The BOCES 2 Board finds and determines that the Equipment is necessary to maintain BOCES 2’s educational program, preserve property or assure the health and safety of students and staff and thus payments under the Agreements constitute ordinary contingent expenses.

Section 4. Other Actions Authorized. The officers and employees of BOCES 2 shall take all action necessary or reasonably required by the parties to the Agreements to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreements.

Section 5. No General Liability. Nothing contained in this Resolution, the Agreements nor any other instrument shall be construed with respect to BOCES 2 as incurring a pecuniary liability or charge upon the general credit of BOCES 2 or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreements or any other instrument or document executed in connection therewith impose any pecuniary liability upon BOCES 2 or any charge upon its general credit or against its taxing power, except to the extent that the

Rental Payments payable under the Agreements are special limited obligations of BOCES 2 as provided in the Agreements.

Section 6. Section 265(b)(3) Designation. BOCES 2 hereby designates the Agreements as a “qualified tax exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. BOCES 2 further represents that BOCES 2 reasonably anticipates that BOCES 2 and other entities that BOCES 2 controls will not issue tax exempt obligations (including the Agreement) that exceed the aggregate principal amount of \$10,000,000 during the calendar year in which the Agreement is executed and delivered.

Section 7. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

6. WHEREAS, various educational and municipal corporations located within the State of New York desire to bid jointly for generally needed services and standardized supply and equipment items; and

WHEREAS, the Monroe 2 – Orleans BOCES, an educational/municipal corporation (hereinafter the “Participant”) is desirous of selectively participating with other educational and/or municipal corporations in the State of New York in joint bidding in the areas mentioned above pursuant to General Municipal Law § 119-o and Education Law Section 1950; and

WHEREAS, the Participant is a municipality within the meaning of General Municipal Law § 119-n and is eligible to participate in the Board of Cooperative Educational Services, First Supervisory District of Suffolk County (hereinafter Eastern Suffolk BOCES) Joint Municipal Cooperative Bidding Program (hereinafter the “Program”) in the areas mentioned above; and

WHEREAS, the Participant acknowledges receipt of the Program description inclusive of Eastern Suffolk BOCES’ standard bid packet and the general conditions relating to said Program; and

WHEREAS, with respect to all activities conducted by the Program, the Participant wishes to delegate to Eastern Suffolk BOCES the responsibility for drafting of bid specifications, advertising for bids, accepting and opening bids, evaluating bids, awarding via Eastern Suffolk BOCES Board approval, and reporting the results to the Participant.

BE IT RESOLVED that the Participant hereby appoints Eastern Suffolk BOCES to

represent it and to act as the lead agent in all matters related to the Program as described above; and

BE IT FURTHER RESOLVED that the Participant hereby authorizes Eastern Suffolk BOCES to place all legal advertisements for any required cooperative bidding in Newsday, which is designated as the official newspaper for the Program; and

BE IT FURTHER RESOLVED that a Participant Meeting shall be held annually consisting of a representative from each Program Participant. Notice of the meeting shall be given to each representative at least five (5) days prior to such meeting; and

BE IT FURTHER RESOLVED that an Advisory Committee will be formed consisting of five to ten representatives of Program Participants for a term of three (3) years as authorized by General Municipal Law §119-o.2.j.

BE IT FURTHER RESOLVED that this Agreement with the Participant shall be for a term of one (1) year as authorized by General Municipal Law §119-o.2.j.

BE IT FURTHER RESOLVED that the Participant agrees to pay Eastern Suffolk BOCES an annual fee as determined annually by Eastern Suffolk BOCES to act as the lead agent for the Program.

This Resolution solely applies to the Cross Contact for Bid: Network Copier.

7. WHEREAS, A number of Boards of Cooperative Educational Services (BOCES) and School Library Systems (SLS) require software and database access

WHEREAS, The BOCES or SLS named below is desirous of participating with other BOCES and SLS in New York State in cooperatively procuring the software and database access, as authorized by General Municipal Law, Section 119-o, and

WHEREAS, The BOCES named below wishes to appoint the Albany-Schoharie-Schenectady-Saratoga BOCES (Capital Region BOCES) to advertise for, receive competitive proposals, and award contracts on their behalf; therefore

BE IT RESOLVED, That the BOCES listed below hereby appoints the Capital Region BOCES to represent it in all matters relating above, and designates the Daily Gazette Newspaper as the legal publication for all related legal notifications, and,

BE IT FURTHER RESOLVED, That the BOCES listed below authorizes Capital Region BOCES to represent it in all matters leading up to and including the entering into a contracts for the purchase of the above mentioned software and database access, and,

BE IT FURTHER RESOLVED, That the BOCES listed below agrees to (1) abide by majority decisions of the participating districts; (2) abide by the award of the

Capital Region BOCES Board; (3) and that after the award of contracts it will conduct all negotiations directly with the awarded contractors

Moved by M. May, seconded by G. Maar; passed unanimously

12. Executive Officer's Report

District Superintendent Jo Anne Antonacci attended the DS meeting February 27, 2023. Due to severe weather in Albany, the Advocacy Day meetings with legislators planned for March 1 were canceled. BOCES Board President Dennis Laba and BOCES Board member Kathy Dillon attended advocacy meetings the following week with a Monroe County School Boards Association delegation.

District Superintendents of the Midwest JMT (Jo Anne Antonacci, Daniel White, Vicma Ramos and Kevin MacDonald) have connected with newly elected Board of Regents member, Regent Adrian Hale. Regent Hale and Regent Norwood will be meeting with the JMT in April and May. Regent Hale has agreed to be the guest speaker at the Dr. Michael C. O'Laughlin Outstanding Senior Recognition Dinner in May where he will have the opportunity to meet the Monroe County Council of Superintendents and seniors from our region.

Monroe 2-Orleans BOCES will be hosting a hiring event on March 23, 2023. The event has been advertised in component communities, three Pennysaver papers, and a broad social media campaign.

Adrian Loftus was featured on Good Day Rochester this month highlighting our Teacher Immersion Fellowship program. Participants in this program receive high level professional development and coaching; 62% of the fellows have been hired by the districts they work in.

Finger Lakes Youth apprenticeship signing day took place at Monroe Community College. Eleven students from our component districts and one of our adult students attended the event.

Twelve BOCES 2 CTE students from the following districts earned medals at the SkillsUSA Area 1 Regional Competition on March 7: Brockport, Churchville-Chili, Gates Chili, Greece, Hilton, and Spencerport. These students and many more will head to the New York State SkillsUSA Competition held in Syracuse at the end of April.

13. Committee Reports –

1. Labor Relations - Crisis Management was the topic covered.
2. Legislative Committee - Debrief from the Advocacy Day visits, next meeting will be attended by the Regents.
3. Information Exchange Committee – no report


14. Upcoming Meetings/Calendar Events: The various meetings for the month were

listed in the agenda.

15. Other items –

16. At 7:08 p.m. a motion was made by M. May to adjourn the meeting to Executive Session, seconded by K.Dillon; passed unanimously.

Respectfully Submitted,



Kelly Mutschler
Board Clerk

Members Present

John Abbott

Gerald Maar

Kathleen Dillon

Michael May

Trina Lorentz


Heather Pyke

At 7:32 p.m. a motion was made by G. Maar , seconded by M. May to come out of Executive Session; passed unanimously.

17. Adjournment

At 7:32 p.m. a motion was made by K. Dillon to adjourn the meeting, seconded by G. Maar; passed unanimously.

Respectfully Submitted,



Jo Anne L. Antonacci
Clerk Pro Tem

6. Public Interaction

7. Financial Reports

1. Resolution to Accept Treasurer's Report
2. Resolution to Accept WinCap Report
3. Internal Claims Report
4. Contractor Report

Monroe 2 - Orleans BOCES

Treasurer's Report

Period Ending February 28, 2023

	GENERAL FUND		SPECIAL AID FUND	
BEGINNING CASH ON HAND		10,794,866.43		488,186.05
RECEIPTS:				
Interest Earned	14,312.73		259.98	
Charges for Services	8,340,602.67		-	
Non-Contract Services	20,695.73		-	
Collected for Other Funds	-		-	
State, Federal and Local Aid	5,645,435.12		2,739,613.95	
Transfers from Other Funds	2,378,064.39		-	
Miscellaneous Funds	57,465.14		19,626.57	
TOTAL RECEIPTS	16,456,575.78	16,456,575.78	2,759,500.50	2,759,500.50
DISBURSEMENTS				
Payroll and Benefits	3,603,922.15		575.00	
Warrants	7,899,140.08		102,556.60	
Transfers to Other Funds	-		2,378,064.39	
Miscellaneous Disbursements	783.50		89.47	
TOTAL DISBURSEMENTS	11,503,845.73	(11,503,845.73)	2,481,285.46	(2,481,285.46)
ENDING CASH ON HAND:		15,747,596.48		766,401.09
GENERAL FUND CHECKING	10,262,471.58		SPECIAL AID CHKG - CHASE	747,588.49
GENERAL FUND SAVINGS	134,753.82		SPECIAL AID CHKG - M&T	18,812.60
PAYROLL CHECKING	157,198.26			
DENTAL/FSA ACCOUNT CASH	123,241.56			
GENERAL FUND CD	1,008,194.21			
CASH- LIABILITY RESERVE	990,579.50			
CASH- UNEMPLOYMENT RES	622,473.37			
CASH- CTE RESERVE	97,049.64			
TREASURY INVESTMENTS	2,351,634.54			
	15,747,596.48			766,401.09

----- CUSTODIAL FUNDS -----

	Rochester Area School Health Plan I	Rochester Area School Health Plan II	Rochester Area School Workers' Comp Plan	Wayne Finger Lakes Workers' Comp Plan	TOTAL CUSTODIAL
BEGINNING CASH ON HAND	14,743,329.88	126,686,351.28	33,910,820.95	269,897.74	175,610,399.85
RECEIPTS:					
Interest Earned	3,000.26	95,953.39	6,335.97	-	
Contributions	1,367,281.04	24,397,332.45	280,986.75	230,102.26	
Miscellaneous Funds	449,264.52	-	56.48	-	
TOTAL RECEIPTS	1,819,545.82	24,493,285.84	287,379.20	230,102.26	26,830,313.12
DISBURSEMENTS					
Claims	1,681,672.84	25,567,474.19	273,251.02	235,821.59	
Admin and Other Disbursements	100,698.76	754,313.32	13,010.50	-	
TOTAL DISBURSEMENTS	1,782,371.60	26,321,787.51	286,261.52	235,821.59	(28,626,242.22)
ENDING CASH ON HAND:	14,780,504.10	124,857,849.61	33,911,938.63	264,178.41	173,814,470.75
RASHP I CHECKING	3,345,167.53				3,345,167.53
RASHP I SAVINGS / INVESTMENTS	4,434,835.62				4,434,835.62
RASHP II CHECKING		11,463,391.13			11,463,391.13
RASHP II SAVINGS / INVESTMENTS		58,445,949.71			58,445,949.71
RASWC CHECKING			5,545,911.58		5,545,911.58
RASWC SAVINGS / INVESTMENTS			17,422,722.62		17,422,722.62
WFL WC CHECKING				264,178.41	264,178.41
TREASURY INVESTMENTS	7,000,500.95	54,948,508.77	10,943,304.43		72,892,314.15
TOTAL CASH	14,780,504.10	124,857,849.61	33,911,938.63	264,178.41	173,814,470.75


Collateral Analysis	M&T Bank	Five Star Bank	Chase Bank
Bank Totals	21,098,576.31	80,040,134.50	16,371,415.93
<i>Collateral:</i>			
FDIC	500,000.00	250,000.00	250,000.00
Additional FDIC through CD Option	-	64,954,757.01	-
Collateral held by Bank	-	-	22,648,799.50
Collateral held by Third Party	20,793,977.59	15,309,327.38	-
	21,293,977.59	80,514,084.39	22,898,799.50
Over / (Under) Collateralized	195,401.28	473,949.89	6,527,383.57

Treasurer's Notes:

We received \$77,979 in e-rate aid from the 21-22 year

We received \$82,371 in FEMA aid from the COVID period. We are still owed COVID aid from Monroe County.

This is to certify that I have received these balances:


District Clerk

4/14/2023
Date


Assistant Superintendent for Finance and Operations

3/28/23
Date


Treasurer

3/17/23
Date

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 03/31/2023

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
0 Administration							
100 SALARIES		1,221,019.00	65,010.00	1,286,029.00	994,920.82	292,022.79	-914.61
200 EQUIPMENT		15,650.00	56,458.00	72,108.00	63,155.73	0.00	8,952.27
300 SUPPLIES		16,450.00	3,946.57	20,396.57	11,061.54	7,545.26	1,789.77
400 CONTRACTUAL		400,609.00	98,099.57	498,708.57	361,140.51	99,850.79	37,717.27
470 Rental of Facilities		2,370,568.00	0.00	2,370,568.00	1,872,757.72	147,665.58	350,144.70
700 INTEREST ON REVENUE NOTES		4,000.00	0.00	4,000.00	0.00	0.00	4,000.00
800 EMPLOYEE BENEFITS		608,158.00	-46,198.00	561,960.00	358,789.92	141,066.96	62,103.12
899 Oth Post Retirement Benft		6,066,488.00	-143,655.00	5,922,833.00	3,490,291.08	189,845.81	2,242,696.11
910 TRANSFER TO CAPITAL FUND		800,000.00	0.00	800,000.00	800,000.00	0.00	0.00
950 TRANSFER FROM O & M		69,837.00	0.00	69,837.00	69,837.00	0.00	0.00
960 TRANSFER CHARGE		271,154.00	2,237.55	273,391.55	273,256.55	0.00	135.00
Subtotal of 0 Administration		11,843,933.00	35,898.69	11,879,831.69	8,295,210.87	877,997.19	2,706,623.63
1 Career Education							
100 SALARIES		4,484,827.00	-98,609.00	4,386,218.00	2,935,856.24	1,408,903.40	41,458.36
200 EQUIPMENT		105,000.00	426,862.83	531,862.83	433,938.92	97,921.00	2.91
300 SUPPLIES		415,750.00	100,246.93	515,996.93	415,228.21	61,582.88	39,185.84
400 CONTRACTUAL		309,250.00	264,867.34	574,117.34	395,819.74	82,523.32	95,774.28
490 SCH DIST AND OTHER BOCES		28,125.51	893.58	29,019.09	24,093.19	0.00	4,925.90
800 EMPLOYEE BENEFITS		2,284,913.00	-398,939.49	1,885,973.51	1,107,011.75	575,477.56	203,484.20
950 TRANSFER FROM O & M		1,417,510.00	3,992.80	1,421,502.80	1,421,502.80	0.00	0.00
960 TRANSFER CHARGE		600,742.00	15,242.39	615,984.39	615,984.39	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		0.00	-4,168.53	-4,168.53	-4,033.53	0.00	-135.00
990 TRANS CREDTS FR OTHER FUND		-6,750.00	-752.00	-7,502.00	-7,502.00	0.00	0.00
Subtotal of 1 Career Education		9,639,367.51	309,636.85	9,949,004.36	7,337,899.71	2,226,408.16	384,696.49
2 Special Education							
100 SALARIES		6,331,556.00	124,459.06	6,456,015.06	3,996,426.65	2,078,870.33	380,718.08
200 EQUIPMENT		148,071.00	-16,056.42	132,014.58	31,709.59	7,701.03	92,603.96
300 SUPPLIES		68,333.00	23,424.63	91,757.63	37,714.27	18,165.97	35,877.39
400 CONTRACTUAL		1,174,556.00	-178,454.96	996,101.04	366,504.16	167,909.27	461,687.61
490 SCH DIST AND OTHER BOCES		5,486,216.52	715,045.26	6,201,261.78	4,863,965.38	1,789.17	1,335,507.23
800 EMPLOYEE BENEFITS		3,606,135.00	129,667.94	3,735,802.94	2,133,963.64	1,112,088.96	489,750.34
950 TRANSFER FROM O & M		415,023.00	0.00	415,023.00	415,023.00	0.00	0.00
960 TRANSFER CHARGE		15,742,997.00	27,987.46	15,770,984.46	15,770,984.46	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-187,595.00	-29,265.04	-216,860.04	-216,860.04	0.00	0.00
Subtotal of 2 Special Education		32,785,292.52	796,807.93	33,582,100.45	27,399,431.11	3,386,524.73	2,796,144.61
3 Itinerent Services							
100 SALARIES		12,272,957.00	-201,238.36	12,071,718.64	7,038,791.36	3,825,352.75	1,207,574.53
200 EQUIPMENT		116,420.00	-1,660.00	114,760.00	10,513.88	0.00	104,246.12
300 SUPPLIES		97,307.00	-3,469.02	93,837.98	11,409.50	3,755.95	78,672.53

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 03/31/2023

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
400 CONTRACTUAL		1,183,047.00	-211,381.19	971,665.81	95,047.54	55,879.70	820,738.57
490 SCH DIST AND OTHER BOCES		651,205.39	-524,931.21	126,274.18	95,179.39	0.00	31,094.79
800 EMPLOYEE BENEFITS		6,525,938.00	-464,945.39	6,060,992.61	3,190,386.29	1,775,823.58	1,094,782.74
950 TRANSFER FROM O & M		8,415.00	2,399.02	10,814.02	10,814.02	0.00	0.00
960 TRANSFER CHARGE		1,358,059.00	1,765.23	1,359,824.23	1,359,824.23	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-11,265,795.00	0.00	-11,265,795.00	-11,265,795.00	0.00	0.00
Subtotal of 3 Itinerent Services		10,947,553.39	-1,403,460.92	9,544,092.47	546,171.21	5,660,811.98	3,337,109.28
4 General Instruction							
100 SALARIES		1,823,548.00	15,821.70	1,839,369.70	1,545,997.53	351,643.16	-58,270.99
200 EQUIPMENT		5,100.00	1,837.00	6,937.00	254.00	1,109.00	5,574.00
300 SUPPLIES		10,850.00	5,563.21	16,413.21	7,212.59	3,540.85	5,659.77
400 CONTRACTUAL		691,688.00	835,241.99	1,526,929.99	691,513.44	335,912.53	499,504.02
490 SCH DIST AND OTHER BOCES		77,395.56	268,312.13	345,707.69	244,843.73	137.63	100,726.33
800 EMPLOYEE BENEFITS		640,205.00	-8,512.60	631,692.40	433,390.92	162,762.98	35,538.50
950 TRANSFER FROM O & M		143,987.00	530.96	144,517.96	144,517.96	0.00	0.00
960 TRANSFER CHARGE		183,465.00	3,478.81	186,943.81	186,943.81	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-48,055.00	-88.40	-48,143.40	-48,143.40	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-3,160.00	0.00	-3,160.00	-3,160.00	0.00	0.00
Subtotal of 4 General Instruction		3,525,023.56	1,122,184.80	4,647,208.36	3,203,370.58	855,106.15	588,731.63
5 Instruction Support							
100 SALARIES		5,863,168.00	103,844.31	5,967,012.31	3,974,392.64	1,508,815.34	483,804.33
200 EQUIPMENT		3,511,696.00	5,022,678.23	8,534,374.23	4,899,623.70	1,818,679.68	1,816,070.85
300 SUPPLIES		832,892.00	312,709.03	1,145,601.03	657,649.12	172,007.60	315,944.31
400 CONTRACTUAL		5,331,752.00	744,574.90	6,076,326.90	4,443,456.62	405,202.39	1,227,667.89
490 SCH DIST AND OTHER BOCES		617,369.02	311,337.20	928,706.22	681,566.50	0.00	247,139.72
800 EMPLOYEE BENEFITS		2,753,512.00	-11,138.43	2,742,373.57	1,494,409.78	748,483.34	499,480.45
950 TRANSFER FROM O & M		680,763.00	2,970.00	683,733.00	683,733.00	0.00	0.00
960 TRANSFER CHARGE		1,113,972.00	8,870.86	1,122,842.86	1,122,842.86	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-2,729,807.00	-35,836.39	-2,765,643.39	-2,765,643.39	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-86,679.00	24,355.18	-62,323.82	-62,323.82	0.00	0.00
Subtotal of 5 Instruction Support		17,888,638.02	6,484,364.89	24,373,002.91	15,129,707.01	4,653,188.35	4,590,107.55
6 Other Services							
100 SALARIES		2,451,251.00	39,201.60	2,490,452.60	1,742,980.46	539,962.54	207,509.60
200 EQUIPMENT		483,443.00	444,317.36	927,760.36	168,961.68	395,772.01	363,026.67
300 SUPPLIES		34,988.00	41,722.36	76,710.36	19,516.46	5,220.21	51,973.69
400 CONTRACTUAL		3,787,082.00	526,496.06	4,313,578.06	2,123,151.58	1,278,336.29	912,090.19
490 SCH DIST AND OTHER BOCES		7,861,542.01	2,212,868.28	10,074,410.29	9,284,322.85	0.00	790,087.44
800 EMPLOYEE BENEFITS		1,095,634.00	-32,363.55	1,063,270.45	588,223.38	269,782.36	205,264.71
950 TRANSFER FROM O & M		121,997.00	81.16	122,078.16	122,078.16	0.00	0.00
960 TRANSFER CHARGE		125,810.00	2,533.00	128,343.00	128,343.00	0.00	0.00

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 03/31/2023

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
970 TR CREDTS FR SERVICE PROGR		-1,903,103.00	-5,081.42	-1,908,184.42	-1,908,184.42	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-115,726.00	21,594.57	-94,131.43	-92,901.43	0.00	-1,230.00
Subtotal of 6 Other Services		13,942,918.01	3,251,369.42	17,194,287.43	12,176,491.72	2,489,073.41	2,528,722.30
7 Undefined							
100 SALARIES		3,418,835.00	-27,274.58	3,391,560.42	2,514,944.50	731,073.91	145,542.01
200 EQUIPMENT		48,800.00	-25,243.95	23,556.05	18,974.14	889.43	3,692.48
300 SUPPLIES		233,680.00	19,069.34	252,749.34	155,968.18	77,411.94	19,369.22
400 CONTRACTUAL		1,853,869.00	82,974.06	1,936,843.06	1,580,531.90	380,195.77	-23,884.61
800 EMPLOYEE BENEFITS		1,638,322.00	-51,875.41	1,586,446.59	872,458.91	356,258.84	357,728.84
950 TRANSFER FROM O & M		574,609.00	3,745.02	578,354.02	578,354.02	0.00	0.00
960 TRANSFER CHARGE		1,543,402.00	12,324.48	1,555,726.48	1,555,726.48	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-8,237,387.00	-13,718.96	-8,251,105.96	-8,251,105.96	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-1,074,130.00	0.00	-1,074,130.00	-1,074,130.00	0.00	0.00
Subtotal of 7 Undefined		0.00	0.00	0.00	-2,048,277.83	1,545,829.89	502,447.94
Total GENERAL FUND		100,572,726.01	10,596,801.66	111,169,527.67	72,040,004.38	21,694,939.86	17,434,583.43

Contractor Report				
July 2022 - March 2023				
Vendor	Department	Amount	Purpose	Term
2B SOLUTIONS	B4Science	\$110,000	Inventory System	Multi Year
ARAMARK	O&M	\$293,566	Management Services	Multi Year
BEVONA\ CHERIE M.	Professional Development	\$58,741	Grant Writer	One Year
BFB ASSOCIATES	Administration	\$65,128	Lease of Building Space	Multi Year
BUSINESSOLVER COM, INC	Health Consortium	\$380,297	Electronic Enrollment System	Multi Year
CAPITAL COMPUTERS ASSOCIATES	Administration	\$109,572	Accounting Software	One Year
CHILI PAUL COMPLEX	Administration	\$49,564	Lease of Building Space	Multi Year
DAVID CORPORATION	Workers' Comp	\$88,805	Claims Processing System	Multi Year
DAY AUTOMATION SYSTEMS	O&M	\$105,942	HVAC Projects	One Year
DEMARTE COMPANIES PROPERTY HOLDINGS	Administration	\$106,500	Lease of Building Space	Multi Year
EASTERN COPY PRODUCTS, INC.	CaTS	\$80,975	Lease of BOCES/District Equipment	Multi Year
ENCOMPASS SUPPLY CHAIN SOLUTIONS, INC.	CaTS	\$114,584	IT Supplies for Computer Repairs	One Year
FRONTEDGE, INC.	HR	\$83,912	On-line Web Recruitment	Multi Year
FRONTIER COMMUNICATIONS	CaTS	\$59,719	Data Services	Multi Year
FRONTLINE TECHNOLOGIES GROUP, LLC	Special Ed	\$110,347	Software for managing absence and time	Multi Year
FUEL EDUCATION LLC	CaTS	\$41,000	On-line catalog for 6-12 grades	One Year
GOLDEN OVAL INTERNATIONAL	CWD	\$59,100	Lease of Building Space	Multi Year
GRAINGER	CTE & O&M	\$141,788	Industrial supplies	One Year
HERMANCE MACHINE CO.	CTE	\$53,649	Dust Collector Bag Filter	One Year
INTERPRETEK	Special Ed	\$66,950	Interpreting Services	Multi Year
KONICA MINOLTA BUSINESS SOLUTIONS	CaTS	\$139,770	Lease of BOCES/District Equipment	Multi Year
LOWE'S HOME CENTERS, INC.	CTE & O&M	\$63,032	Industrial Supplies	One Year
MSC	CTE & O&M	\$46,637	Industrial Supplies	One Year
NYSIR	Administration	\$154,839	Insurance	One Year
PITNEY BOWES	All Departments	\$41,581	Maintenance of Equipment	One Year
PRECISION PROPERTIES	Administration	\$864,857	Lease of Facilities at 3625 Buffalo Rd	Multi Year
RELCOMM INC.	CaTS	\$50,020	Telephone Systems	One Year
SOUTHWORTH-MILTON, INC.	CTE	\$106,938	Hydraulic Excavator	One Year
SPENCERPORT INVESTORS, LLC	Administration	\$61,750	Lease of Building Space	Multi Year
TECH PARK OWNER LLC	Administration	\$1,534,117	Lease of Building Space / Renovations	Multi Year
THOMPSON, JIM	Professional Development	\$56,325	Professional Development	One Year
TOSHIBA BUSINESS SOLUTIONS	CaTS	\$568,181	Lease of BOCES/District Equipment	Multi Year
TURNER DRIVE ASSOCIATES LLC	Administration	\$114,900	Lease of Building Space	Multi Year

8. Board Presentation – Diversity, Equity and Inclusion – Assistant Superintendent for Instructional Programs Tom Schulte and Assistant Superintendent for Curriculum Instruction and Professional Development Dr. Marijo Pearson

Diversity, Equity, Inclusion: Monroe 2- Orleans BOCES Board Presentation

April 19, 2023



NYS Board of Regents Call to Action

NYS Board of Regents Initiative on Diversity, Equity & Inclusion



We will create and sustain safe, nurturing and engaging learning environments for **ALL** students.



*"Diversity is not our problem. It is our promise."
-- Elijah Cummings*

WELCOMED AND SUPPORTED

- Diversity means a wide range of human qualities and attributes
- Diversity is an educational and social asset for ALL
- Respecting diversity helps us meet the physical, social and emotional needs of ALL



*"Always remember that you are absolutely unique.
Just like everyone else."
-- Margaret Mead*

OPPORTUNITIES TO SUCCEED

- Equity means fair treatment and opportunity for ALL
- Equity is fair access to programs, classes and needed supports
- Equity prepares ALL students to be actively engaged citizens



*"There is only one way to see things, until someone shows us
how to look at them with different eyes."
-- Pablo Picasso*

CULTURES, LANGUAGES AND EXPERIENCES

- Inclusion means recognizing, understanding and accepting ALL
- Inclusion teaches and models respect for ALL
- Inclusion makes ALL feel safe, supported and valued

*"Diversity is being invited to the dance. Inclusion is being asked to dance.
Equity is allowing you to choose the music." -- Cynthia Olmedo*



Diversity

- Diversity means a wide range of human qualities and attributes
- Diversity is an educational and social asset for ALL
- Respecting diversity helps us meet the physical, social and emotional needs of ALL



Equity

- Equity means fair treatment and opportunity for ALL
- Equity is fair access to programs, classes and needed supports
- Equity prepares ALL students to be actively engaged citizens



Inclusion

- Inclusion means recognizing, understanding and accepting ALL
- Inclusion teaches and models respect for ALL
- Inclusion makes ALL feel safe, supported and valued

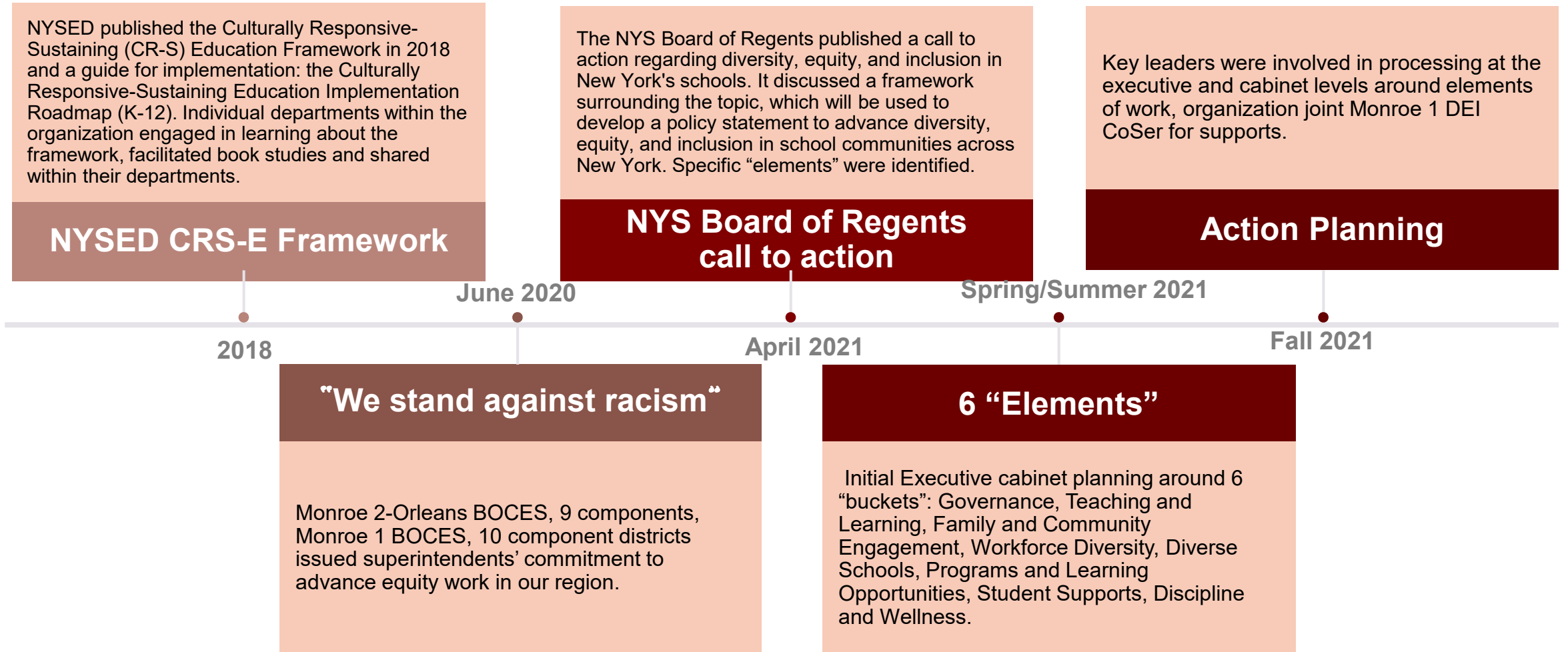
Monroe 2-Orleans BOCES: Diversity, and Inclusion Goals

- Develop our common understanding of Diversity, Equity, and Inclusion work and what it means for our agency
- Foster our agency's commitment to an inclusive and equitable environment for all students and staff



Monroe 2-Orleans BOCES All Hands-on Equity

Everyone Has a Story



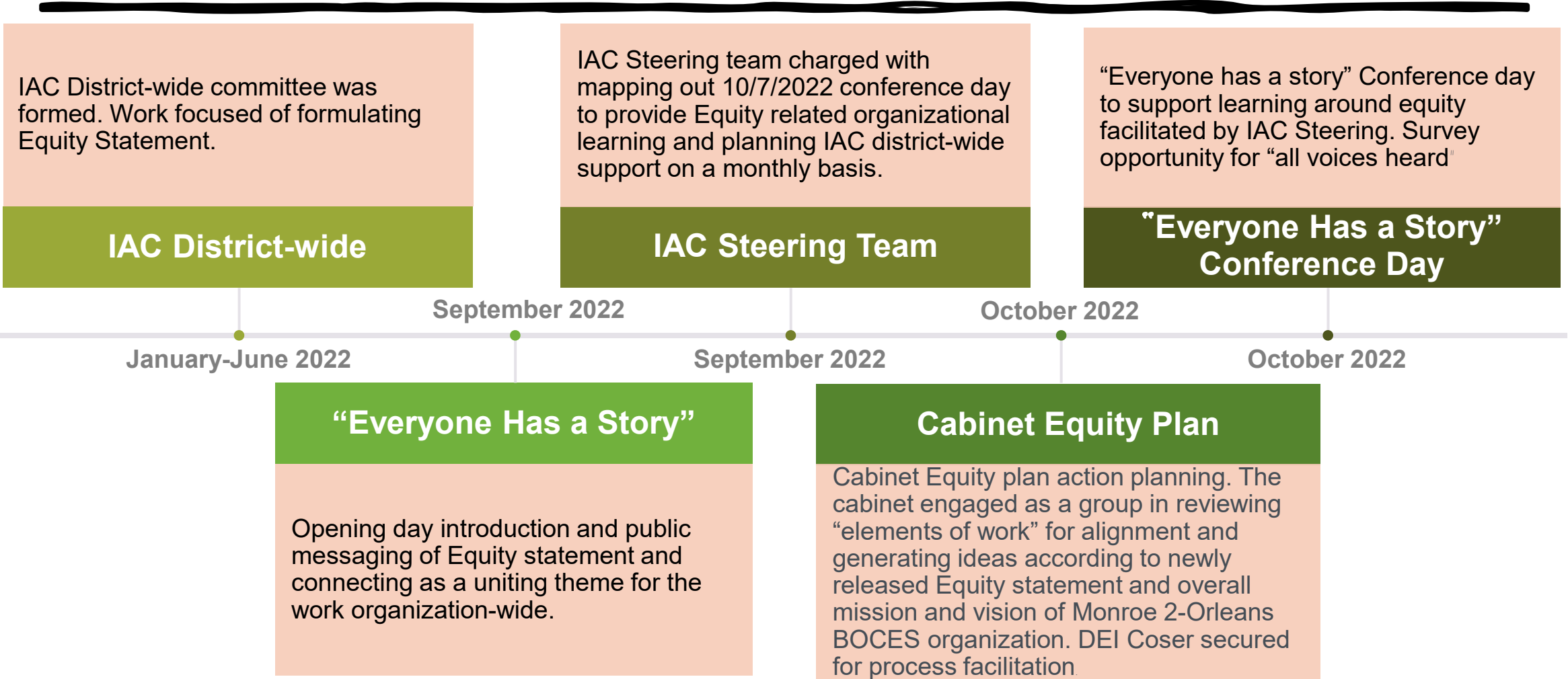
All Hands-on Equity Teams





Monroe 2-Orleans BOCES All Hands-On Equity

Everyone Has a Story





Equity Statement

Monroe 2-Orleans BOCES is a service organization committed to creating an inclusive, responsive, safe environment that promotes a sense of belonging, allowing everyone to learn and grow as their authentic selves. We are dedicated to embracing kindness, empathy, curiosity, and diversity. Our organization will ensure that communication and our decision-making process is done in a respectful and responsive manner by honoring the diverse perspectives of all stakeholders.



Bringing It All Together



Monroe 2-Orleans BOCES All Hands-On Equity

Everyone Has a Story

Extended Cabinet was introduced to and engaged in a process of reviewing drafted elements of work, already generated actions and were provided an opportunity to discuss in small break out rooms to add diverse perspectives representative of their departments.

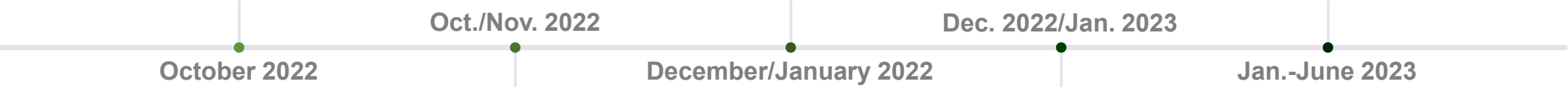
Extended Cabinet

Cabinet revisited every element of work with generated/proposed actions for alignment with the organizational Equity statement and mission.

Cabinet

All stakeholders will engage in review and suggesting "elements of work" action planning to validate "all voices heard". BOCES 2 will confirm and adopt Equity plan by the end of 2023 school year and share the Board.

IAC District Wide

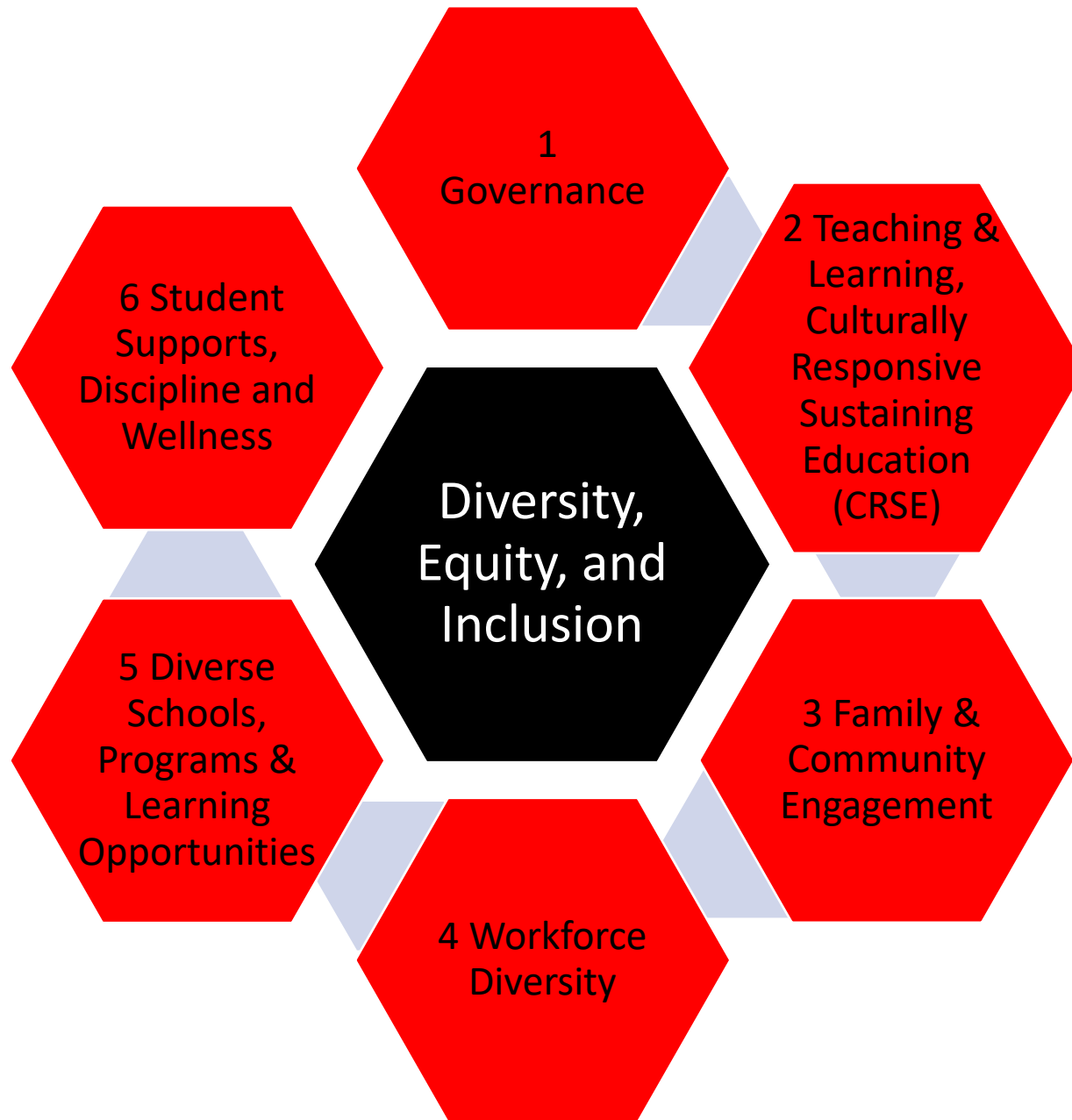


IAC District Wide

IAC District wide reviewed October Conference Day surveys to adjust and confirm next steps. "Belonging" book to advance personal learning as related to Equity was selected and introduced.

Extended Cabinet

Extended Cabinet planning group reviews survey feedback from the elements of work process, readjusts and confirms next step to provide timelines, clarity and learning of the proposed topics generated via extended cabinet survey.



All Hands-On Equity: Planning our work



All Hands-on Equity Plan

- The 6 elements are our action steps!
- Areas of Focus:
 - DEI Policy (Board Approval July 2023)
 - DEI Webpage with Resources
 - PD Plan DEI Work (3 years)
 - BOCES Board Trainings 2023-2024

Check out our NEW webpage!

Diversity, Equity and Inclusion

Quick Links

About Monroe 2-Orleans BOCES

Administration

BOCES 2 Board

BOCES 2 Report Card

Driving Directions

Monroe 2-Orleans

Select Language ▼

Monroe 2-Orleans BOCES Equity Statement

Monroe 2-Orleans BOCES is a service organization committed to creating an inclusive, responsive, safe environment and promoting a sense of belonging that allows everyone to learn and grow. We are dedicated to embracing kindness, empathy, curiosity, and diversity. Our organization will ensure that communication and decision making are done respectfully and responsibly by honoring the diverse perspectives of all.

2022-23 BOCES 2 Focus: Everyone Has a Story



Thank you!



9. Old Business

1. Space Update

10. New Business

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

MONROE 2-ORLEANS BOCES

Student Code of Conduct

~~2022-2023~~

2023-2024



Equal Opportunity Notice

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

Monroe 2-Orleans BOCES complies with the Americans with Disabilities Act (ADA) which provides access to all its services, programs, activities, and employment for those individuals with a disability. Monroe 2-Orleans BOCES will provide reasonable accommodations and/or appropriate modifications, aides and services as required by law to provide access to individuals with disabilities to its programs, services, employment, and activities. Any individual requesting an accommodation must notify the ADA Compliance Officer at least 72 hours prior to the event or program or activity. BOCES' non-discrimination policy 1440 and 6460 related to students can be found on the Community Tab. Disability Discrimination Complaint procedure is found in Regulation 2000 and 6461 located on the Monroe 2-Orleans BOCES website under the Community Tab. The designated ADA Compliance Officer is the Assistant Superintendent for Human Resources, 3599 Big Ridge Road, Spencerport NY 14559, 349-2420.

**Code of Conduct
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Code of Conduct

I. Introduction

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

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

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

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

II. Definitions

For purposes of this Code, the following definitions apply.

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

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

“Disruptive student” means an elementary or secondary student under 21 years of age who is substantially disruptive of the educational process or substantially interferes with the teacher’s authority over the classroom.

A substantial disruption or substantial interference with a teacher’s authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher’s instructions or repeatedly violates the teacher’s classroom behavior rules.

“CTE” means Career and Technical Education.

“CWD” means Center for Workforce Development.

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

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

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

“BOCES function” means any BOCES-sponsored extra-curricular event or any activity wherever located, including a work-based learning site [(Education Law 2801(1)].

“Possession” includes on the person or in the belongings of the person, whether the person owns the item or belongings or not, or a student presence in a vehicle or at a BOCES or non-BOCES location, on BOCES’ property or at a BOCES’ function where a drug, illegal substance, marijuana, drug paraphernalia, or alcohol is present.

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

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

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

The law defines a “firearm” as: a gun, pistol, revolver, shotgun, rifle, weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, starter gun, machine gun, the frame or receiver of any weapon described above, rocket having a propellant charge of more than 4 oz., missile having an explosive or incendiary charge of more than ¼ oz., bomb, mine, grenade, firearm silencer or firearm muffler, or explosive or incendiary or poison gas or a look-a-like firearm.

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

III. Student Bill of Rights

A. Student Rights

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

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

B. Student Responsibilities

All students have the responsibility to:

1. Contribute to maintaining a safe, respectful, healthy, civil, orderly and supportive school environment that is conducive to learning and to show respect to staff, students, and other persons lawfully on BOCES property and to BOCES property, itself.
2. Be familiar with and abide by all home school district, site locations and BOCES policies, rules and regulations dealing with student conduct.
3. Attend school, whether in person or remotely, every day unless an excused absence is provided, be on time for class, and be prepared to learn.
4. Work to the best of their ability in all academic and extracurricular pursuits and strive toward their highest level of achievement possible.
5. Respond to direction given by staff in a respectful, positive manner.
6. *Model and maintain a climate of mutual respect and dignity, regardless of actual or perceived age, sex, race, color, creed, religion, national origin, disability, sexual orientation, gender identity, or gender expression, which will strengthen students' self-concept and promote confidence to learn.*
7. Use strategies to control their anger.
8. Ask questions when they do not understand.
9. Seek help in solving problems that might otherwise lead to discipline.
10. Dress and groom for school and BOCES functions in accordance with the dress code.
11. Accept responsibility for their behavior.
12. Conduct themselves as representatives of the BOCES when participating in or attending BOCES functions; to hold themselves to the highest standards of conduct, demeanor, and sportsmanship.
13. Report violation(s) of Code to a BOCES' staff member.

IV. Essential Partners

A. Parents

All parents are expected to:

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

B. BOCES Instructional Staff

All BOCES instructional staff (as applicable) are expected to:

1. Model and maintain a climate of mutual respect and dignity, regardless of actual or perceived age, sex, race, color, creed, religion, national origin, marital status, veteran status, disability, military status, sexual orientation, prior criminal offense, domestic violence victim status, genetic status, gender identity, or gender expression, which will strengthen students' self-concept and promote confidence to learn.
2. Be prepared to teach the curriculum and adjust to students' learning styles; demonstrate interest in teaching and concern for student achievement; and commitment to continuous learning and professionalism.
3. Know BOCES policies, regulations, and rules, and enforce them in a fair, consistent, prompt, and lawful manner.
4. Communicate to students and parents:
 - a. Course objectives and requirements

- b. Marking/grading procedures
 - c. Assignment deadlines
 - d. Classroom Rules
 - e. Attendance requirements
5. Communicate regularly with students, parents, and staff, concerning growth and achievement or lack thereof, as well as problem areas and issues which need addressing.
 6. Utilize staff in a manner intended to consistently improve student achievement.
 7. Maintain current and accurate student records.
 8. Use cell phones or electronic devices on BOCES property and/or at BOCES functions, only in an appropriate manner in compliance with BOCES policies/procedures.
 9. Address and/or report to the DASA coordinator in a timely manner issues of harassment, discrimination, or bullying that threaten the emotional or physical health or safety of a student.
 10. Maintain an environment that does not discriminate, harass, or bully a student as defined in policy and regulation 6462 and as outlined in Section VI of this Code.

C. BOCES Staff

All BOCES staff are expected to:

1. Model and maintain a climate of mutual respect and dignity, regardless of actual or perceived age, sex, race, color, creed, religion, national origin, marital status, veteran status, disability, military status, sexual orientation, prior criminal offense, domestic violence victim status, genetic status, gender identity, or gender expression, which will strengthen students' self-concept and promote confidence to learn.
2. Know BOCES policies, regulations, and rules, and enforce them in a fair, consistent, prompt, and lawful manner.
3. Use cell phones or electronic devices on BOCES property and/or at BOCES functions, only in an appropriate manner in compliance with BOCES policies/procedures.
4. Address and/or report to the DASA coordinator in a timely manner issues of harassment, discrimination, or bullying that threaten the emotional or physical health or safety of a student.
5. Maintain an environment that does not discriminate, harass, or bully a student as defined in policy and regulation 6462 and as outlined in Section VI of this Code.

D. BOCES School-based Mental Health Staff

BOCES School-based Mental Health Staff are expected to:

1. Model and maintain a climate of mutual respect and dignity, regardless of actual or perceived age, 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 which will strengthen students' self-concept and promote confidence to learn.
2. Assist students in coping with peer pressure and their personal, social and emotional problems.
3. Initiate teacher/student/counselor conferences and parent/teacher/student/counselor conferences, as necessary, as a way to resolve problems.
4. Regularly review with students their educational progress and career plans.
5. Provide information to assist students with career planning.
6. Encourage students to benefit from the curriculum and extracurricular programs.
7. Maintain current and accurate student records.
8. Use cell phones or electronic devices on BOCES property and/or at BOCES functions, only in an appropriate manner in compliance with BOCES policies/procedures.
9. Address and/or report issues to the DASA Coordinator in a timely manner of harassment, discrimination, or bullying that threaten the emotional or physical health or safety of a student.
10. Maintain an environment where he/she/they does not discriminate, harass, or bully a student as defined in policy and regulation 6462 and as outlined in Section VI of this Code.

E. Authorized BOCES officials

Authorized BOCES officials are expected to:

1. Model and maintain a climate of mutual respect and dignity, regardless of actual or perceived age, 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 which will strengthen students' self-concept and promote confidence to learn.
2. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
3. Ensure that students and staff have the opportunity to communicate regularly with the authorized BOCES official for redress of grievances.
4. Evaluate on a regular basis all instructional programs.
5. Support the development of and student participation in appropriate extracurricular activities.
6. Be responsible for enforcing the Code of Conduct and ensuring that all cases are resolved promptly, fairly, consistently, and lawfully.

7. Set the high expectation for all students, visitors, and staff that inappropriate language does not belong in a school setting.
8. Maintain current and accurate student records.
9. Use cell phones or electronic devices on BOCES property and/or at BOCES functions, only in an appropriate manner in compliance with BOCES policies/procedures.
10. Address and/or report to the DASA coordinator in a timely manner issues of harassment, discrimination, or bullying that threaten the emotional or physical health or safety of a student.
11. Maintain an environment where he/she/they does not discriminate, harass, or bully a student as defined in policy and regulation 6462 and as outlined in Section VI of this Code.

F. District Superintendent

The District Superintendent is expected to:

1. Model and maintain a climate of mutual respect and dignity, regardless of actual or perceived age, sex, race, gender identity, gender expression, color, creed, religion, national origin, marital status, veteran status, disability, military status, sexual orientation, prior criminal offense, domestic violence victim status, or genetic status which will strengthen students' self-concept and promote confidence to learn.
2. Promote a safe, orderly, respectful, civil, and healthy school environment, supporting active teaching and learning.
3. Review with authorized BOCES officials the policies of the BOCES and State and Federal laws relating to school operations and management.
4. Inform the board about educational trends relating to student discipline.
5. Work to create instructional programs that minimize problems of misconduct and are sensitive to student and teacher needs.
6. Work with an authorized BOCES officials in enforcing the Code of Conduct and ensuring that all cases are resolved promptly and fairly.
7. Use cell phones or electronic devices on BOCES property and/or at BOCES functions, or at school activities only in an appropriate manner in compliance with BOCES policies/procedures.
8. Address issues of harassment, discrimination, or bullying in a timely manner that threaten the emotional or physical health or safety of a student.
9. Maintain an environment where he/she/they does not discriminate, harass, or bully a student as defined in policy and regulation 6462 and as outlined in Section VI of this Code.

G. Board

The Board is expected to:

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

H. Dignity for All Students Act Coordinator (DASA)

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

V. Student Dress Code

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

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

1. Be safe, and not disrupt or interfere with the educational process.
2. Recognize that extremely brief garments such as, net tops, plunging necklines (front and/or back) and see-through garments are not appropriate.
3. Ensure pants and shorts do not fall below waist/hip-line exposing underwear or any other clothing under pants/shorts.
4. Include footwear at all times. Footwear that is a safety hazard will not be allowed.
5. Not include items that are vulgar, obscene, lewd, libelous and/or disparage others on account of age, race, color, religion, creed, national origin, gender identity, gender expression, marital status, prior criminal offense, victim of domestic violence, genetic status, military or veteran status, sex, sexual orientation or disability.
6. Not promote, endorse, and/or display the use of e-cigarettes, vaporizers or similar instruments, alcohol, tobacco, nicotine, nicotine like products, illegal drugs, drug paraphernalia, firearms or weapons, pornography or sexually explicit materials, and/or encourage other illegal or violent activities or gang affiliation.
7. Hats and head coverings are appropriate if they do not create a substantial disruption, are not a safety issue, do not interfere with the program/class and do not violate numbers 5 and 6, above.

8. *Face coverings are appropriate, unless for religious or medical reasons, if they do not create a substantial disruption and the student can still be identified.*

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

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

VI. Prohibited Student Conduct

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

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

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

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

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

- A. Engage in conduct that is disorderly, i.e., intentionally causing public inconvenience, annoyance or alarm, or recklessly creating a risk thereof. Examples of disorderly conduct include but are not limited to:
 1. Running in the building, hallways or school rooms.
 2. Interrupting class, program and/or instruction.
 3. Making unreasonable noise.
 4. Using language or gestures that are profane, lewd, vulgar or abusive in any form (i.e., verbal, written, emails, text messaging, chat rooms, social media, website, cell phone, sexting, upskirting, taking photographs without consent) such as cursing or swearing.
 5. Obstructing vehicular or pedestrian traffic.
 6. Driving recklessly.
 7. Violating any driving road rules or laws or BOCES rules while operating a motor vehicle.

8. Engaging in any act which disrupts the normal operation of the school and/or school community.
 9. Trespassing. Students are not permitted in any school or BOCES building or on BOCES property, or at a BOCES function, other than the one they regularly attend, without permission from the authorized BOCES official.
 10. Computer/electronic communications misuse, including any unauthorized use of computers, software, or internet/intranet account; accessing inappropriate websites; or any other violation of the BOCES' acceptable use policy (Policy 6214, Student use of Computerized Information Resources).
 11. Indoor use of skateboards, rollerblades, Ripstiks or the like.
- B. Engage in conduct that is insubordinate, i.e. failing to comply with the lawful directions of a teacher, school administrator or other school and/or BOCES employee in charge of the student. Examples of insubordinate conduct include but are not limited to these incidents OR any violation of ANY other policy or regulation and/or any section of this Code of Conduct:
1. Failing to comply or refusing to comply with the reasonable directions of a staff member or otherwise demonstrating disrespect for program expectations or the Code of Conduct.
 2. Lateness for, missing or leaving school without permission.
 3. Any form of academic misconduct. Examples of academic misconduct include but are not limited to:
 - a) Plagiarism,
 - b) Cheating,
 - c) Copying,
 - d) Altering records, or
 - e) Assisting another in any of the above actions.
 4. Refusing to leave a classroom or BOCES grounds when directed.
- C. Engage in conduct that is disruptive. Any action or actions that result in a delay or interruption of the educational process for themselves and/or other students. Examples of disruptive conduct include but are not limited to:
1. Using electronic device(s) for purposes other than instruction.
 2. Engaging in conduct listed in A and B above.
- D. Engage in conduct that is violent. A violent student is defined as an elementary or secondary student under the age of 21 who engages in violent conduct. [N.Y. Educ. Law §§ 2801(2)(m) and 3214(2-a)(a)]. Examples of violent conduct include but are not limited to:
1. Committing or threatening an act of violence (such as hitting, kicking, punching, spitting, or scratching) upon another staff or student or any other person lawfully on BOCES property or attempting to do so.
 2. Possessing a firearm or weapon or other dangerous instrument capable of causing death or physical injury, or what appears to be a firearm or weapon. Authorized law enforcement officials called by BOCES or legally on BOCES property for an

official purpose are the only persons permitted to have a firearm or weapon in their possession while on BOCES property or at a BOCES function.

3. Displaying what appears to be a firearm or weapon or other dangerous instrument capable of causing death or physical injury.
 4. Threatening to use any firearm or weapon or what appears to be a firearm or weapon or other dangerous instrument capable of causing death or physical injury.
 5. A student who removes an instrument from a classroom or misuses an instrument while in the classroom, such as a clay cutter or an X-acto knife from art class, or a drill or hammer, etc., is considered to be in possession of a weapon. A student who uses the instrument in class in accordance with the curriculum is not to be considered in possession of a weapon.
 6. Knowingly and intentionally damaging or destroying the personal property of a student, staff or any other person lawfully on BOCES property.
 7. Knowingly and intentionally damaging or destroying any BOCES property by use of graffiti or arson or any other means.
- E. Engage in any conduct that endangers the safety, morals, physical or mental health or welfare of others. Examples of such conduct include but are not limited to:
1. Lying to BOCES staff.
 2. Stealing the property of other students, BOCES staff or any other person on BOCES property or attending a BOCES function.
 3. Defamation, which includes making false or unprivileged statements or representations about an individual or identifiable group of individuals that harm the reputation of the person or the identifiable group by demeaning them on BOCES property, off BOCES property provided the defamation creates a disruption to school, or through social media provided the defamation creates a disruption to school (including electronic media such as via cell phone, texting, emails, website, IM's, chat rooms and the like).
 4. Discrimination, bullying, and/or harassment that creates a hostile environment for an employee or students by conduct or by threats, intimidation, or abuse including cyberbullying (through any form of electronic communication or social media) that either:

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

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

Such conduct shall include acts of harassment and/or bullying that occur:
(i) on BOCES property,

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

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

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

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

12. Using, selling, distributing, sharing, possessing, consuming, exchanging, manufacturing, being under the influence of, prescription and/or over-the-counter drugs or substances thought by the student to be over-the-counter or prescription drugs.
 13. Using, selling, distributing, sharing, possessing, consuming, exchanging, manufacturing, or being under the influence of legal substances that mimic the effects of an illegal substance, or any prescription marijuana.
 14. Possessing, using, selling, sharing, distributing, manufacturing, or exchanging drug paraphernalia or items that could be used as drug paraphernalia. Drug paraphernalia includes but is not limited to any kind of equipment, product, or material intended to be used for or used for the manufacturing, compounding, converting, concealing, producing, processing, preparing, injecting, ingesting, or inhaling such as lighters, matches, drops in e-cigarettes and vaporizers, “dab,” “dabs,” or “dab pens,” residue in any form that tests positive for THC, bowls, scales, or dime bags.
 15. Gambling.
 16. Indecent exposure, that is, exposure to sight of the private parts of the body in person, sexting, or through Internet websites, IM’s, text messaging, chat rooms, emails, cell phones, upskirting, and the like.
 17. Initiating a report warning of an intruder, a fire, a bomb threat, or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher.
 18. Engaging in off-campus misconduct that interferes with or can reasonably be expected to substantially disrupt the student(s) education and/or the educational process in BOCES or at a BOCES function.
 19. Using a hand-held laser pointer not approved or supervised by the BOCES staff.
- F. Engage in misconduct while on school transportation. It is crucial for students to behave appropriately while riding on a school vehicle to ensure their safety and that of other passengers and to avoid distracting the driver. Students are required to conduct themselves in a manner consistent with established standards for classroom behavior while on the bus or in a school vehicle. Excessive noise, pushing, shoving and fighting, etc., will not be tolerated in a school or BOCES vehicle.

VII. Reporting Violations

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

All BOCES staff who are authorized to impose disciplinary sanctions are expected to do so promptly, fairly, consistently, and lawfully. BOCES staff who are not authorized to impose disciplinary sanctions are expected to promptly report violations of the Code of Conduct to their supervisor, who shall in turn impose an appropriate disciplinary sanction, if so authorized, or refer the matter to a BOCES staff member who is authorized to impose an appropriate sanction.

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

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

VIII. Disciplinary Penalties, Procedures and Referrals

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

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

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

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

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

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

In incidents of harassment, discrimination and/or bullying, discipline will be progressive. To determine appropriate discipline, BOCES officials will consider the age of the student, previous disciplinary record, and physical and psychological effect of the student who was harassed/bullied/discriminated against. Efforts should be made to end the harassment, bullying, discrimination (present and/or recurring), and the hostile environment, and provide an education or intervention.

A. Penalties

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

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

B. Procedures

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

1. Teacher removal of disruptive students:

A student's behavior can affect a teacher's ability to teach and can make it difficult for other students in the classroom to learn. In most instances the classroom teacher can control a student's behavior and maintain or restore control over the classroom by using good classroom management techniques. These techniques may involve the teacher directing a student to briefly leave the classroom to give the student an opportunity to regain his/her/their composure and self-control in an alternative

setting. Such techniques may include, but are not limited to: (1) short term “time out”¹ in a classroom or in an administrator’s office; (2) sending a student into the hallway briefly; (3) sending a student to the office for the remainder of the class time only; or (4) sending a student to a counselor or other staff member for counseling. Time-honored classroom management techniques such as these do not constitute discipline removals for purposes of this Code.

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

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

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

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

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

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

The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the student’s removal at the last known address for the parents. Where

¹ These “time out” sessions are not the same as the time out rooms defined and controlled by Commissioner Regulations.

possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents.

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

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

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

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

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

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

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

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

2. Suspension from extracurricular activities and other privileges:

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

3. In-School suspension:

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

4. Suspension from school:

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

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

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

When the authorized BOCES official or District Superintendent (referred to as the "suspending authority") propose to suspend a student for five days or less pursuant to Education Law § 3214 (3), the suspending authority must immediately notify the student orally. If the student denies the misconduct, the suspending authority must provide an explanation of the basis for the proposed suspension. The suspending authority must also notify the student's parents in writing that the student may be suspended from school. The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure

receipt of the notice within 24 hours of the decision to propose suspension at the last known address for the parents. Where possible, notice should be provided by telephone also if the school has been provided with a telephone number(s) for the purpose of contacting the parents, but will not replace the 24-hour written notice.

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

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

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

After the conference, the authorized BOCES official shall promptly advise the parents in writing of his/her/their decision. The authorized BOCES official shall advise the parents that if they are not satisfied with the decision and wish to pursue the matter, they must file a written appeal to the District Superintendent within five business days, unless they can show extraordinary circumstances precluding them from doing so. The District Superintendent shall issue a written decision regarding the appeal within 10 business days of receiving the appeal. If the parents are not satisfied with the District Superintendent's decision, they may file a written appeal to the Board with the District Clerk within 10 business days of the date of the District Superintendent's letter, unless they can show extraordinary circumstances precluding them from doing so. A final decision by the Board may be appealed to the New York State Commissioner of Education.

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

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

C. Minimum Periods of Suspension

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

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

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

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

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

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

Any student who is found to have committed or threatened a violent act, other than bringing a firearm or weapon onto school or BOCES' property, or at a BOCES function, vandalizes or violates a student's civil rights, or harasses shall be subject to suspension from school for at least five school days. A student with a disability may be suspended only in accordance with the requirements of state and federal law.

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

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

D. Referrals

1. Counseling:

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

2. PINS Petition:

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

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

3. Juvenile Delinquents and Juvenile Offenders:

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

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

IX. Alternative Instruction

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

X. Discipline of Students with Disabilities

The BOCES recognizes that it may be necessary to suspend, remove or otherwise discipline students with disabilities to address disruptive or problem behavior. The BOCES also recognizes that students with disabilities are afforded certain procedural protections whenever staff intend to impose discipline upon them. The BOCES is committed to ensuring that the procedures followed

for suspending, removing or otherwise disciplining students with disabilities are consistent with the procedural safeguards required by applicable laws and regulations.

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

A. Authorized Suspensions or Removals of Students with Disabilities

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

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

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

2. Authorized BOCES official staff may order the suspension or removal of a student with a disability from his/her/their current educational placement as follows:
 - a. A suspension for a period not to exceed five consecutive school days and not to exceed the amount of time a non-disabled student would be subject to suspension for the same behavior.
 - b. The home school Superintendent may order the placement of a student with a disability into an IAES, another setting or suspension for up to 10 consecutive school days, inclusive of any period in which the student has been suspended or removed under subparagraph (a) above for the same behavior, if it is determined that the student has engaged in behavior that warrants a suspension and the suspension or removal does not exceed the amount of time non-disabled students would be subject to suspension for the same behavior.
 - c. The home school Superintendent may order the placement of a student with a disability in an IAES to be determined by the Committee on Special Education (CSE), for the same amount of time that a student without a

disability would be subject to discipline, but not more than 45 school days, if the student possesses a weapon on BOCES property or at a BOCES function, or the student possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at or on BOCES' property or a BOCES' function, or inflicts serious bodily injury upon another at BOCES or on BOCES' property or at a BOCES function. Serious bodily injury is defined as one of the following: substantial risk of death or extreme physical pain or obvious disfigurement or protracted loss or impairment of the function of a bodily member, organ or faculty.

- 1) "Weapon" means the same as "dangerous weapon" under 18 USC § 930 (g)(3) which includes "a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except for a pocket knife with a blade less than 2 ½ inches in length" (See section II for a full definition of a weapon).
 - 2) "Controlled substance" means a drug or other substance identified in certain provisions of the Federal Controlled Substance Act specified in both federal and state law and regulations applicable to this policy.
 - 3) "Illegal drugs" means a controlled substance except for those legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substance Act or any other federal law.
3. Subject to specified conditions required by both federal and state law and regulations, an impartial hearing officer may order the placement of a student with a disability in an IAES setting for up to 45 school days at a time, if maintaining the student in his/her/their current educational placement poses a risk of harm to the student or others.

B. Change of Placement Rules

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

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

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

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

D. Expedited Due Process Hearings

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

XI. Corporal Punishment

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

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

XII. Student Interrogations and Searches

The BOCES is committed to ensuring an atmosphere on its property and at BOCES' functions that is safe and orderly. To achieve this kind of environment, any authorized BOCES official may impose a disciplinary penalty on a student, and may question a student about an alleged violation of law or the district Code of Conduct. Students are not entitled to any sort of "Miranda"-type warning before being questioned by authorized BOCES officials, nor are authorized BOCES officials required to contact a student's parent before questioning the student. However, authorized BOCES officials will inform all students why they are being questioned.

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

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

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

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

A. Student Lockers, Desks and Other School Storage Places

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

B. Strip Search

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

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

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

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

C. Documentation of Searches

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

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

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

The administrator must photograph the item to be used if the incident will lead to a long-term suspension hearing. Illegal contraband will not be returned to the parent (THC, alcohol, drugs, etc.) but will be sent to the Safety and Security Coordinator for safe storage. The Director of Security will arrange for Ogden Police Department to retrieve and dispose of the contraband.

Parents may pick up a vape or e-cigarette that was seized from their student.

D. Police Involvement in Searches and Interrogations of Students

Authorized BOCES officials are committed to cooperating with police officials and other law enforcement authorities to maintain a safe school environment. Police officials, however, have limited authority to interview or search students in BOCES or at BOCES functions, or to use BOCES facilities in connection with police work. Police officials

may enter BOCES-owned or leased property or a BOCES function to question a student or to conduct a formal investigation involving students only if they have:

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

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

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

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

E. Child Protective Services Investigations

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

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

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

XIII. Visitors to the Schools

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

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

XIV. Public Conduct on School Property

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

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

All persons on BOCES property or attending a BOCES function shall conduct themselves in a respectful and orderly manner and be properly attired.

A. Prohibited Conduct

No person, either alone or with others, shall:

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

B. Penalties

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

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

C. Enforcement

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

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

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

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

A. Dissemination of Code of Conduct

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

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

B. Review

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

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

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

The Code of Conduct and any amendments will be posted on BOCES website. The link to the BOCES posting will be requested annually by New York State Education Department via the Student Safety and Educational Climate [SSEC] and will serve as the submission to the Commissioner of Education.

C. DASA Training

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

D. Dignity Act Coordinators

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

<u>Name</u>	<u>Building</u>	<u>Phone</u>	<u>E-mail</u>
Tom <i>Thomas</i> Schulte	BOCES-Wide/ESC	352-2415	tschulte@monroe2boces.org
Heather Malone	Preschool	617-2320	hmalone@monroe2boces.org
Nicole Littlewood	Westview	617-2439	nlittlew@monroe2boces.org
Nicole Littlewood <i>David Leisegang</i>	Exceptional Children Learning Center	617-2439	dleisega@monroe2boces.org
Maria Tantillo	Spencerport Admin. Building	617-2534	mtantill@monroe2boces.org
Rebecca Spence	Terry Taylor Elementary	349-5637	rspence@monroe2boces.org
James Jewell	Special Education Transition Programs at Slayton Plaza, Roberts Wesleyan, Golisano Children's Hospital (SEARCH) and Paul Road	617-2523	jejewell@monroe2boces.org
Robert Nells	Ridgecrest Academy	617-2948	rnells@monroe2boces.org
Tony Britt	WEMOCO	352-2480	tbritt@monroe2boces.org
Martha Willis	Westside Academy	617-2551	mwillis@monroe2boces.org

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

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

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

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

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

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

Prevention

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

Coordinators

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

<u>Name</u>	<u>Building</u>	<u>Phone</u>	<u>E-mail</u>
Tom <i>Thomas</i> Schulte	BOCES-Wide/ESC	352-2415	tschulte@monroe2boces.org
Heather Malone	Preschool	617-2320	hmalone@monroe2boces.org
Nicole Littlewood	Westview	617-2439	nlittlew@monroe2boces.org
Nicole Littlewood <i>David Leisegang</i>	Exceptional Children Learning Center	617-2439	dleisega@monroe2boces.org
Maria Tantillo	Spencerport Admin. Building	617-2534	mtantill@monroe2boces.org
Rebecca Spence	Terry Taylor Elementary	349-5637	rspence@monroe2boces.org
James Jewell	Special Education Transition Programs at Slayton Plaza, Roberts Wesleyan, Golisano Children's Hospital (SEARCH) and Paul Road	617-2523	jejewell@monroe2boces.org
Robert Nells	Ridgecrest Academy	617-2948	rnells@monroe2boces.org
Tony Britt	WEMOCO	352-2480	tbritt@monroe2boces.org
Martha Willis	Westside Academy	617-2551	mwillis@monroe2boces.org

Intervention

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

Provisions for not feeling safe at school

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

Training

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

Reporting and Investigation

Students, staff, and parents should report bullying behavior they have observed or experienced. Complaints will be documented, treated and handled in accordance with the DASA regulations or BOCES Code of Conduct. Staff is expected to report an incident of bullying even

if the student did not complain. The results of an investigation should be reported to the complainant and accused who can appeal based on the procedures outlined in the DASA regulation 6462.

Disciplinary Consequences/Remediation

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

Non-Retaliation

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

Dissemination, monitoring, review, and reporting

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

Plain Language Summary of the Dignity for All Students (DASA): Created May 2012, Revised February 2013, Reviewed April 2014, Reviewed May 2016, Revised April 2017, Revised April 2018; Revised April 2019; Revised April 2021; Revised April 2022; *Revised April 2023*.

Code of Conduct: Revised February 2013, Revised April 2014, Revised April 2015, Revised May 2016, Revised April 2017, Revised April 2018; Revised April 2019; Revised June 2020; Revised April 2021; Revised April 2022; *Revised April 2023*.

10. New Business

2. First Reading Policies: 5142 – AEDs in Public Schools; 6421 – Student with Serious/Life-threatening Medical Conditions; 7123 – Use of Time Out Rooms

AD HOC POLICY UPDATE CHART

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

<i>POLICY NUMBER</i>	<i>RATIONALE</i>
5142 Cardiac Automated External Defibrillators (AEDS) In Public School Facilities	Reviewed by Melissa Trau, Barb Swanson and Cynthia Lawrence and updated accordingly.
6421 Student With Serious And/Or Life-Threatening Medical Conditions	Reviewed by Melissa Trau, Barb Swanson and Cynthia Lawrence and updated accordingly.
7123 Use of Time Out Rooms	Changes made to Policy 7123 to coincide with the changes made to Regulation 7123, pursuant to law.

Monroe 2-Orleans BOCES Policy
Series 5000 – Personnel
Policy #5142 – CARDIAC AUTOMATED EXTERNAL DEFIBRILLATORS (AEDS) IN
PUBLIC SCHOOL FACILITIES

The BOCES Board shall provide and maintain on-site in each instructional school facility functional cardiac automated external defibrillator (AED) equipment for use during emergencies. An instructional school facility means a building or other facility maintained by the BOCES where instruction is provided to students pursuant to its curriculum.

AED equipment will be on-site and at least one staff person who is trained in accordance with Public Health Law in the operation and use of an AED will be present. BOCES-sponsored or BOCES-approved curricular or extracurricular events or activities means events or activities of the BOCES that are, respectively, associated with its instructional curriculum or otherwise offered to its students.

At a school-sponsored competitive athletic event held at a site other than a BOCES facility, and/or a school-sponsored athletic contest held at a site other than BOCES, BOCES must ensure an AED is provided on-site by the sponsoring or host district and that at least one staff person is trained, in accordance with Public Health Law, in the operation and use of the AED and is present during such event. A school-sponsored competitive athletic event means an extra class interscholastic athletic activity of instruction, practice and competition for students in grades 7 through 12. A school-sponsored athletic contest means an extra class intramural athletic activity of instruction, practice and competition for students in grades 4 through 12.

BOCES will register as a “public access defibrillator provider” pursuant to Public Health Law 3000-b and identify an emergency health care provider (‘EHCP’) and participate in a collaborative agreement with the EHCP. The District Superintendent is delegated the responsibility to draft regulations which provide written protocols & procedures as embodied in the collaborative agreement with the EHCP.

Pursuant to Public Health Law Sections 3000-a and 3000-b, the BOCES (as a public access defibrillation provider), or any employee or other agent of the BOCES who, in accordance with the provisions of law, voluntarily and without expectation of monetary compensation renders emergency medical or first aid treatment using an AED to a person who is unconscious, ill or injured, shall not be liable for damages for injury or death unless caused by gross negligence.

For information on Sudden Cardiac Arrest (SCA) Prevention Act, see Policy 6421.

Education Law Section 917
Public Health Law Sections 3000-a and 3000-b
8 New York Code of Rules and Regulations (NYCRR) Section 136.4

Adopted: 11/19/2002
Revised: 10/19/2011
Revised: 9/17/2014
Reviewed: 9/20/2017
Revised: 9/16/2020

Monroe 2-Orleans BOCES Policy

Series 6000 – Students

Policy #6421 – STUDENT WITH SERIOUS AND/OR LIFE-THREATENING MEDICAL CONDITIONS

The BOCES recognizes the need to provide all students with appropriate educational programs in the least restrictive setting and with reasonably adequate accommodations of their medical needs, including those with significant or even life-threatening medical conditions. This policy encompasses any physician documented serious medical condition, such as, but not limited to, life-threatening allergies, and acute or chronic serious diseases or medical conditions.

Accordingly, the BOCES will adhere to all state and federal laws governing the rights of students with special medical needs and will take reasonable measures to ensure the health and safety of all students including children with significant or life-threatening conditions. This may include, but is not limited to:

- Providing necessary precautions and general training in emergency response for staff;
- Training for ~~all~~ adults in contact with the child in the recognition and emergency management of a specific medical condition for specific students; said training to be conducted by a Monroe 2-Orleans BOCES Registered Nurse or BOCES Medical Director;
- Work with Districts to advise on the creation of Individual Health Care Plans (IHCP); Emergency Care Plans (ECP), 504 Plans, Individualized Educational Plans (IEP) as indicated;
- Having standing emergency medical protocols for nursing staff;
- Maintaining stock supplies of life-saving emergency medications as allowed by the laws of NYS in all health offices for use in emergencies;
- Following specific legal documents duly executed in accordance with the laws of NYS with medical orders regarding the care of specific students with severe life-threatening conditions;
- Allowing self-directed students to carry life-saving medication provided the health practitioner order and attestation and parental consent form is on file;
- In the event the self-carrying student misplaces their medication, allow the parent the opportunity to request duplicate life-saving medication from the health office; said medication to be maintained in the health office; ~~and~~
- Assuring appropriate and reasonable building accommodations are in place within a reasonable degree of medical certainty; *and*
- *Providing training regarding Sudden Cardiac Arrest (SCA).*

The Director of Exceptional Children in cooperation with the BOCES physician and nursing staff will ensure that the above matters are in place and are reviewed and updated as needed annually.

Use of Epinephrine Auto-Injector Devices (Epi-Pens) in the School Setting

The administration of epinephrine by epi-pen to a student with a patient specific order for anaphylactic treatment agent may be performed by a trained school staff member responding to an emergency situation when such use has been prescribed by a licensed prescriber. However, a registered professional nurse/nurse practitioner/physician/physician's assistant must have trained the staff member to administer the epi-pen for that particular emergency situation and given him/her approval to assist the student in the event of an anaphylactic reaction.

Documentation of training must be maintained pursuant to the Anaphylaxis Protocol for Non-Licensed School Staff Members for each affected student. The emergency response by non-licensed

Monroe 2-Orleans BOCES Policy

Series 6000 – Students

Policy #6421 – STUDENT WITH SERIOUS AND/OR LIFE-THREATENING MEDICAL CONDITIONS

school staff members is permitted under the Medical Practice Act (Education Law Section 6527(4)(a) and the Nurse Practice Act (Education Law Section 6908 (1)(a)(iv) and is covered by the “Good Samaritan Law” (Public Health Law Section 3000-a).

Use of Narcan

For BOCES-based programs only (for example: Tech Park and Paul Road), as opposed to programs based in school district buildings, the administration of Naloxone (Narcan) for a known or suspected opioid overdose may be performed by a Registered Nurse responding to an emergency situation provided BOCES stocks the Narcan and/or is available.

Sudden Cardiac Arrest (SCA) Prevention Act

A student who displays signs or symptoms of pending Sudden Cardiac Arrest during physical activities (defined as PE, recess or similar activities during the school day) must be immediately removed from such activity and evaluated by a health care provider. The student cannot return until the school nurse receives written clearance from a health care provider, physician, nurse practitioner (NP) or physician assistant (PA). The written authorization to resume physical activities must be on file in the student’s cumulative health record.

School must follow any limitations or restrictions concerning school attendance and physical activities ordered by the student’s physician or health care provider.

Cardiac Automated External Defibrillators (AEDs) will be on site per BOCES policy #5142.

Adopted: 9/17/2008
Revised: 10/21/2009
Revised: 8/15/2012
Reviewed: 8/19/2015
Revised: 10/21/2015
Revised: 9/19/2018
Revised: 3/20/2019
Reviewed: 8/18/2021

Monroe 2-Orleans BOCES Policy
Series 7000 – Instruction
Policy #7123 – USE OF TIME OUT ROOMS

The Board prohibits the use of a time out room for disciplinary reasons but allows an unlocked room for the purpose of providing an opportunity for the child to safely de-escalate and re-enter the classroom.

A time out room is defined “as an area for a student to safely de-escalate, regain control and prepare to meet expectations to return to his/her education program.” If a time out room(s) is to be used, it must be used in conjunction with a behavioral intervention plan (that is designed to teach and reinforce alternative appropriate behaviors). ~~in which a~~ *The student is will be* removed to a supervised area in order to facilitate self-control or when it is necessary to remove a student from a potentially dangerous situation and for unanticipated situations that pose an immediate concern for the physical safety of a student or others.

The Board directs the District Superintendent to create regulations governing use of time out rooms and in accordance with law.

Adopted: 03/19/2008

Revised: 6/16/2010

Revised: 10/17/2012

Reviewed: 10/21/2015

Reviewed: 9/19/2018

Reviewed: 9/15/2021

Revised: _____

10. New Business

3. Resolution to Approve 2023 Lease Template – Summer Programs

2023 TEMPLATE – SUMMER PROGRAMS LEASE

THIS AGREEMENT OF LEASE made this ____ day of _____, 20__ by and between the (Name of District), a municipal corporation with offices at (location), hereinafter referred to as the “Landlord,” and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, MONROE-ORLEANS COUNTIES, hereinafter referred to as “Tenant”;

WITNESSETH:

The Landlord owns certain buildings located in said District and the Tenant is desirous of leasing a portion of those facilities for use by the Tenant for the purpose of BOCES business and academic purposes, and whereas such a lease has been approved by the Landlord’s Board of Education;

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

1. ASSIGNMENT

The parties of this Agreement shall not transfer, assign, subcontract or otherwise dispose of this Agreement or the rights and responsibilities therein without the prior written consent of the other party or any interest herein may not be assigned by either party.

The Tenant shall not underlet the premises without the Landlord’s consent unless the underletting is related to the overall Tenant’s purpose as specified in this lease or if such underletting is in connection with a partnership with another public entity with similar purpose of the Tenants.

2. BREACH OF ONE PROVISION

In the event any term or condition of this Lease should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

3. CHANGES, ALTERATIONS

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

Any space and or alterations/changes which are contemplated by the Tenant, except those which enhance the program or benefit the Landlord, must first be approved by the Landlord. The Landlord is responsible for making all structural, HVAC, exterior, plumbing, and the like changes and/or repairs. During construction, renovation or the performance of maintenance functions, the Landlord will provide space if needed and security for all Tenant's materials, supplies, and equipment.

4. COMPLIANCE WITH LAWS

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

received from federal and state governmental agencies, when filed or received, with respect to such matters described in this paragraph.

5. CONFIDENTIALITY

The Landlord and Tenant shall observe and apply the appropriate standard of confidentiality to records and information acquired during the term of the lease or be subject to liability including breach of confidentiality penalties. No records shall be disclosed, re-disclosed, or used for personal gain/benefit. All student and/or staff records, or information gathered in the course of this lease, will be maintained as confidential by Landlord's employees and/or subcontractors in accordance with FERPA & HIPAA.

6. CONFLICT OF INTEREST

The Landlord represents and warrants that neither it nor any of its directors, officers, members, partners, employees or subcontractors, has any interest nor shall they acquire any interest, directly or indirectly with the Tenant, which would or may conflict in any manner or degree with the performance of the services hereunder. The Landlord further represents and warrants that in the performance of this Lease no person having such interest or possible interest shall be employed by Tenant.

7. CONSTRUCTION/AMENDMENTS

All previous oral and/or written understandings and agreements made by and between the parties are merged in this Agreement, which alone fully and completely expresses their agreement. This Lease may not be changed, nor any of its provisions modified or waived, except in writing, signed by all parties to this Lease.

8. CONTACT PERSON

The Landlord and Tenant each shall assign one contact person to correspond with.

9. COPIES OF THE LEASE

Several copies of this Lease may be executed by the parties, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

10. DANGEROUS CONDITION

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

11. DEDUCTION OF RENT

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

12. DEFAULT

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

13. LANDLORD OBLIGATIONS

The Landlord further agrees to provide the following:

- (a) Provide Tenant with outside keys and interior keys as applicable. In the event of loss of keys, the Tenant agrees to inform the Landlord immediately. The Tenant also agrees to pay the cost of replacement of individual keys. If in the judgment of the Landlord and competent police authority the building ought to be re-keyed due to the Tenant's negligence or inadvertence, the Tenant agrees to pay the cost of re-keying for the affected areas of the facility. (The cost of re-keying is not to exceed \$500.00.).
- (b) Trash removal and small or bulk items removed associated with the premises.
- (c) Provide all non-structural common area maintenance costs.
- (d) Maintain fire alarm system and cost associated with such.
- (e) Pay for all heat, water, sewer, electric and all other utilities except telephone.
- (f) Provide adequate parking facilities for Tenant personnel, students and parents near leased space.
- (g) Custodial and janitorial services; landscaping.
- (h) Maintain present fire extinguishers and smoke detectors.
- (i) Comply with and provide legally required safety drills and fire drills.
- (j) Allow Tenant to peaceably and quietly enjoy the premises.
- (k) Pay all county, state, local property and other taxes associated with the real and personal property.
- (l) Provide at no charge Internet access and/or Wi-Fi access.
- (m) Maintain maintenance and mowing of grounds, grasses and flower beds.
- (n) Potable water at the appropriate lead levels.

14. ENTER SPACE

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

15. ENTIRE LEASE

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

16. EXCLUSIVITY

Landlord hereby acknowledges that Tenant is under no obligation to lease Landlord's space on an exclusive basis.

17. GOVERNING LAW

This Lease shall be governed by and construed in accordance with the Laws of the State of New York. The County of Monroe in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or connected with this agreement. The Federal District Court for the Western District of New York is designated as the place of trial for any action or proceeding arising from this Lease.

Landlord covenants that its services and all aspects of its business and execution of this Lease are in compliance with any and all federal, state, and local laws and professional ethics standards.

18. HEADINGS

The paragraph headings contained in this Lease have been prepared for convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provision of this Lease.

19. HEALTH AND SAFETY

The Landlord will establish and maintain appropriate standards of health and safety to ensure that students, staff, invitees, attendees, parents, and the community are adequately protected against hazards or activities that may affect their health or safety.

20. INDEMNIFICATION

Tenant agrees to indemnify and hold harmless Landlord, its directors, officers, agents, servants and employees from and against any and all claims, actions or liabilities, damages, costs, judgments, loss, awards, penalties, reasonable attorneys' fees, court costs, expenses and disbursements of any nature whether civil or criminal, for any breach of this Lease, and all willful or negligent acts or omissions by Tenant's employees, students, and/or agents in connection with this Lease.

The Landlord agrees to indemnify and hold harmless Tenant, its directors, officers, agents, servants and employees from and against any and all claims, actions or liabilities, damages, costs, awards, judgments, penalties, expenses, disbursements, reasonable attorneys' fees and court costs, of any nature whether civil or criminal, for any breach of this Lease and any and all willful or negligent acts or omissions by Landlord's employees, agents and/or subcontractors in connection with this Lease including an inappropriate disclosure of confidential student data in violation of FERPA.

21. INDEPENDENT CONTRACTOR

The relationship of the Landlord to Tenant shall be that of independent contractor, and not an employee or part of tenant. No employee and/or subcontractor of Landlord will hold himself or herself out as an employee of Tenant. Because of the independent contractor status, Tenant will not be responsible for the withholding of taxes, nor for the payment of FICA taxes, not for any insurance coverage, or other similar benefits, required by law to be provided to employees.

All personnel referred to Tenant pursuant to this Lease shall be considered Landlord's employees only. Landlord will assume sole and exclusive responsibility for payment of wages to its personnel for services to Tenant; for withholding appropriate income taxes, paying federal social security taxes and unemployment insurance, and maintaining worker's compensation coverage; and for otherwise discharging its obligation as an employer.

The Landlord will not at any time hold themselves to be an employee of Tenant, instead they are acting as a representative of Tenant at the Tenant's request as an independent contractor.

22. INSURANCE

The Landlord shall be responsible for securing and providing personal, general, and property liability coverage (with a limit of not less than \$1 million per occurrence and \$2 million aggregate and provide a copy of general liability insurance to Tenant, upon request); and all compensation and benefits to its employees and/or subcontractors engaged under this Lease.

The Tenant shall be responsible for securing and providing personal, general, and property liability coverage (with a limit of not less than \$1 million per occurrence and \$3 million aggregate and provide a copy of general liability insurance to Landlord, upon request; and all compensation and benefits to its employees engaged under this Lease.

The Landlord must show proof, upon request, using documentation applicable to their type of organization, that they have Worker's Compensation insurance coverage for all their employees.

23. INTEGRATION

The Landlord has no vested interest in the Tenant in that they do not have an investment in the facility nor do they realize any profit or loss from the operation of the Tenant's business.

On site or remote work by Landlord will not destroy the independent contractor relationship between Landlord and Tenant.

Landlord's written status report or attendance at Tenant meetings will not destroy the independent contractor relationship between the Landlord and Tenant.

24. INVALID/SEVERABILITY

In the event any provisions of this agreement shall be held invalid, illegal or null and void and unenforceable, the remaining provisions will survive and remain in effect as in the original agreement and shall be valid and binding upon the parties.

25. LOGO

Landlord and Tenant agree each can use the other's name and/or logo in any descriptive or promotional materials of any kind, without first seeking permission from the other.

26. NON-DISCRIMINATION .

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

Monroe 2-Orleans BOCES complies with the Americans with Disabilities Act (ADA) which provides access to all its services, programs, activities, and employment for those individuals with a disability. Monroe 2-Orleans BOCES will provide reasonable accommodations and/or appropriate modifications, aides and services as required by law to provide access to individuals with disabilities to its programs, services, employment, and activities. Any individual requesting an accommodation must notify the ADA Compliance Officer at least 72 hours prior to the event or program or activity. BOCES' non-discrimination policy 1440 and 6460 related to students can be found on the Community Tab. Disability Discrimination Complaint procedure is found in Regulation 2000 and 6461 located

on the Monroe 2-Orleans BOCES website under the Community Tab. The designated ADA Compliance Officer is the Assistant Superintendent for Human Resources, 3599 Big Ridge Road, Spencerport NY 14559, 349-2420.

27. NON-FUNDING

It is agreed that the BOCES may terminate this agreement and/or reduce the amount paid under this agreement, with a 30 calendar day written notice in the event that enrollment increases or declines, non-funding by school districts and/or other funding sources (grants), or similar occurrences which cause the continuation of the program to be ceased, paused, abbreviated, impractical, or requests for services change resulting in an increase or decrease of enrollment.

28. NOTICE/SERVICE OF PROCESS

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

29. PART Z CHEMICALS

Landlord will comply with Federal Law with regard to Part Z chemicals and maintain Safety Data Sheets (SDS) on file for any Tenant staff, student, volunteer, parent, invitees, or attendees exposed to Part Z chemicals.

30. PEACEFUL USE

The Tenant's use of facilities shall be limited to those areas as specified above. The Landlord further covenants that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid shall and may peacefully and quietly have, hold and enjoy the said premises for the term

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

31. RENTAL

The Tenant shall pay as and for rent of said premises the rate of (\$ rate) per square foot for a total of (\$total) yearly. The rent is payable in (# of) installments, (\$----) and (\$----) upon invoice from Landlord and payable to the Landlord's School District Treasurer.

32. SALE OF BUILDING

If the building is placed up for sale or the building is sold during the term of the lease, the Landlord agrees to require the new Landlord to assume all of the terms and conditions of this lease with Tenant for the duration of the lease.

33. SPACE

The Landlord agrees to lease to Tenant the following space: (Rooms, areas, common areas, and state square footage total).

34. SUBCONTRACTING

Landlord may not engage subcontractors to perform the services under this Lease unless Tenant approves a written request for a subcontractor.

35. TERM

The term of the lease is for (#) years from (date – date).

36. TERMINATION

It is agreed that the Tenant may terminate this lease with a thirty (30) calendar day written notice in the event that enrollment increases or declines, non-funding by component districts or similar occurrences cause continuation of the program to be impractical, or requests for services change resulting in an increase or decrease of enrollment.

This agreement may be terminated at any time with or without cause upon thirty (30) calendar day's written notice by either party to the other party without incurring any future penalty on account of such termination.

37. USAGE

The Tenant is free to use the space for the months of July and August _____(year).

38. USAGE CHANGES

It is further understood if requests for services change, either an increase or decrease, then the number of rooms leased/rented may be altered provided ten (10) work days written notification is provided to the Landlord. The rent will be changed to reflect the increase or decrease or square footage. In the event of a need for an increase in square footage it is understood that such increase is subject to the availability of space and with the mutual agreement of both parties concerning this additional space.

AND, IT IS MUTUALLY UNDERSTOOD AND AGREED, that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors, and administrators. In addition, it is agreed that this lease is contingent upon the facilities being in compliance with the regulations and requirements specified in the Asbestos Hazard Emergency Response Act and New York State Asbestos Safety Act.

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

BOARD OF COOPERATIVE EDUCATIONAL SERVICES (Tenant)

BY _____
JO ANNE L. ANTONACCI
DISTRICT SUPERINTENDENT

_____ DATE

(LANDLORD)

BY _____
SUPERINTENDENT OF SCHOOLS

_____ DATE

10. New Business

4. Resolution to Accept Donation of Non-working Computers and Printer from Town of Brighton

GIFTS AND DONATIONS

Donor Information:

Company or Individual Name: Town of Brighton

If Company, Contact Person: Barb Snyderman

Address: 2300 Elmwood Avenue Rochester NY 14618

Phone Number: 585-784-5395

E-Mail: barb.snyderman@townofbrighton.org

Description of item(s) to be donated; if additional space is need, please add additional page and check here:

Desktop computers, laptops, and deskjet printer

Is Item(s) in Working Condition: No

If not, please explain:

Hard drives have been removed from the desktop computer and laptops.

When can BOCES 2 Staff view the item: M-F 8am - 4pm

Your signature indicates your offer to donate the above item(s). Only the Board may accept gifts of either money or merchandise. Any gifts or grants donated and accepted will be by official action through Board resolution. The Board will not accept gifts that place encumbrances on future boards or result in unreasonable additional or hidden costs. The Board will not accept a gift which constitutes a conflict of interest and/or gives the appearance of impropriety. All gifts, grants, and/or bequests shall become the sole property of the BOCES. The District Superintendent or designee will acknowledge, in writing, the receipt of the gift or donation on behalf of the Board, but does not assign a value for tax purposes.

Signature of Donor: Barb Snyderman

Digitally signed by Barb Snyderman
DN: cn=Barb Snyderman, ou=Town of Brighton, email=barb.snyderman@townofbrighton.org
c=US
Date: 2023.02.28 11:05:54 -0500

Date: February 28, 2023

To Be Completed By BOCES 2 Staff:

Staff Member Name: Walt Burrows

Dept: CTE

Phone Ext: 2224

Name of Staff Member to be notified upon Board Approval: Walt Burrows

Supervisor Name and

Review: _____

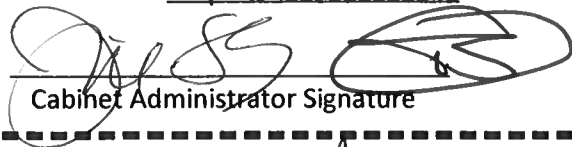
Proposed Use of Donated Item:

For student lab use, Configuration and troubleshooting

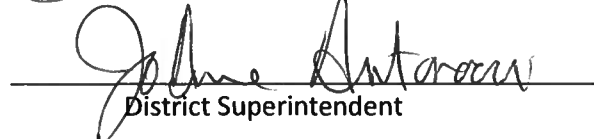
How will the Item Reduce Costs or Benefit the Program:

Provides students with a variety of hardware to work on

Board Date: 4/19/2023


Cabinet Administrator Signature

3/10/23
Date


District Superintendent

3/1 2023
Date

Board Action: Accept

Board Action: Reject



Information Systems

IT Coordinator

Barb Snyderman
Senior Network Technician

To: Walt Burrows
From: Barb Snyderman
Date: March 1, 2023
Subject: Town of Brighton Equipment Donation

Here is a list of the equipment we are donating to BOCES 2 for use by Mr. Walt Burrows:

- 1 – Lenovo 7735CTO (2008)
- 2 - Dell Optiplex 380 (2010)
- 1 – Dell Optiplex 390 (2011)
- 3- Dell Optiplex 3050 (2018)
- 5 – Dell Optiplex 3040 (2015 & 2016)
- 3 – Dell Optiplex 9020 (2015)
- 1 – Dell Optiplex 7010 (2014)
- 2 – HP ZBook 17 (2016)
- 2 – HP Elitebook (2010 & 2011)
- 1 – HP Probook (2010)
- 2 – Dell Latitude (2014 & 2016)
- 1 – HP Deskjet 340 printer (1997)

Donated computer hardware is used to support our first-year curriculum Cisco IT Essentials which is described as follows:

The Cisco Networking Academy® IT Essentials curriculum provides an introduction to the technical skills needed to help meet the growing demand for entry-level ICT professionals. The curriculum covers the basics of computers, mobile device hardware, and software, while introducing advanced security and networking concepts and the responsibilities of an ICT professional. The curriculum offers the following features and benefits:

- Students develop working knowledge of how computers operate, how to assemble computers, and how to troubleshoot hardware and software issues.
- Updated relevant curriculum and labs are delivered in the Cisco Networking Academy learning environment and include new topics such as virtualization and cloud computing.
- Expanded coverage on mobile device hardware and software configuration, plus diagnostics and common security threats and vulnerabilities.
- Emphasis on the practical application of skills and procedures needed for hardware and software installations, upgrades, and troubleshooting.
- Cisco® Packet Tracer simulation-based learning activities promote the exploration of networking and network security concepts, while allowing students to experiment with network behavior.
- Online assessments provide immediate feedback to support the evaluation of knowledge and acquired skills.
- The course helps students develop the career skills needed to successfully communicate within an ICT business environment and interact with customers

Rather than buy computers for students to work on we rely on obsolete hardware from BOCES2 and donations from third party suppliers. This not only saves us money but also provides a wide variety of hardware for students to experience. The primary learning objectives this hardware supports via Cisco labs are as follows:

- Select the appropriate computer components to build, repair, or upgrade personal computers.
- Install and configure components to build, repair, or upgrade personal computers.
- Perform troubleshooting on personal computers.
- Explain how computers communicate on a network.
- Configure devices to communicate on a network.
- Explain how to troubleshoot laptops and other mobile devices.
- Install a printer to meet requirements.
- Describe virtualization and cloud computing.
- Install Windows operating systems.
- Perform management and maintenance of Windows operating systems.
- Explain how to configure, secure, and troubleshoot mobile, MacOS, and Linux operating systems.
- Implement basic host, data, and network security.
- Explain the roles and responsibilities of the IT Professional

I don't have pictures but have included model numbers provided by the donor. This lot is simply desktop and laptop personal computers to be used to support the Cisco labs in IT Essentials.

Walt Burrows

10. New Business

5. Resolution to Accept Donation of 100 4"x8" Bricks from Miller Brick

GIFTS AND DONATIONS

Donor Information:

Company or Individual Name: MILLER BRICK If Company, Contact Person: DAVID DABNAN

Address: 734 RIDGEWAY AVE. ROCHESTER, NY 14615

Phone Number: (585) 458-7745 E-Mail: MILLERBRICK.COM

Description of item(s) to be donated; if additional space is needed, please add additional page and check here:
(100) 4" X 8" RED BRICKS

Is Item(s) in Working Condition: YES If not, please explain: _____

When can BOCES 2 Staff view the item: ANYTIME

Your signature indicates your offer to donate the above item(s). Only the Board may accept gifts of either money, trusts, or merchandise. Any gifts or grants donated and accepted will be by official action through Board resolution. The Board will not accept gifts that place encumbrances on future boards or result in unreasonable, additional or hidden costs. The Board will not accept a gift which constitutes a conflict of interest and/or gives the appearance of impropriety. All gifts, grants, and/or bequests shall become the sole property of the BOCES. The District Superintendent or designee will acknowledge, in writing, the receipt of the gift or donation on behalf of the Board, but does not assign a value for tax purposes.

Signature of Donor: [Signature] Date: 3/13/23

To Be Completed By BOCES 2 Staff:

Staff Member Name: MARK CHASE Dept: ELEC. TEACHER Phone Ext: 2226

Name of staff member to be notified upon Board approval: _____

Supervisor name and review: Theresa Maripi-Cost

Proposed use of donated item: PRACTICE FOR SKILLS USA "TEAMWORKS" COMPETITION.

How will the item reduce costs or benefit the program: FREE MATERIALS FOR TRAINING.

Board Date: 4/19/2023

[Signature]
Cabinet Administrator Signature

3/14/23
Date

[Signature]
District Superintendent

3/20/23
Date

Board Action: Accept

Board Action: Reject

10. New Business

6. Resolution to Accept Donation of Non- working 2007 Toyota 4Runner

GIFTS AND DONATIONS

Donor Information:

Company or Individual Name: Barbara Denigris If Company, Contact Person: _____

Address: 254 Archer Rd Churchville, NY 14428

Phone Number: 585-755-0703 E-Mail: barblee.d@hotmail.com

Description of item(s) to be donated; if additional space is needed, please add additional page and check here
2007 Toyota 4Runner

Is Item(s) in Working Condition: no If not, please explain: cracked, broken frame, right rear

When can BOCES 2 Staff view the item: done

Your signature indicates your offer to donate the above item(s). Only the Board may accept gifts of either money, trusts, or merchandise. Any gifts or grants donated and accepted will be by official action through Board resolution. The Board will not accept gifts that place encumbrances on future boards or result in unreasonable, additional or hidden costs. The Board will not accept a gift which constitutes a conflict of interest and/or gives the appearance of impropriety. All gifts, grants, and/or bequests shall become the sole property of the BOCES. The District Superintendent or designee will acknowledge, in writing, the receipt of the gift or donation on behalf of the Board, but does not assign a value for tax purposes.

Signature of Donor: Barbara Denigris Date: Oct. 21, 2022

To Be Completed By BOCES 2 Staff:

Staff Member Name: Tony Britt Dept: CTE Phone Ext: 2480

Name of staff member to be notified upon Board approval: Tony Britt

Supervisor name and review: Jill Slavin

Proposed use of donated item:
Vehicle to be used for student work in auto tech lab. This will replace a vehicle currently in inventory.

How will the item reduce costs or benefit the program:
This will prevent the need to purchase vehicles for student tech work.

Board Date:
[Signature]
Cabinet/Administrator Signature

3/31/2023
Date

[Signature]
District Superintendent

4/6/23
Date

Board Action: Accept

Board Action: Reject

10. New Business

7. Monroe 2-Orleans BOCES 2020-2021 Report Card Review
(Tom Schulte)

BOARD OF COOPERATIVE EDUCATIONAL SERVICES
REPORT CARD



- Career and Technical Education
- Alternative Education
- Adult Career and Technical Education
- Adult Basic Education
- Special Education
- Professional Development
- 2021-2022** Expenses

2021-2022

Monroe 2-Orleans BOCES

Monroe 2-Orleans BOCES
Board of Cooperative Educational Services
2020-2021 Report Card

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Adult Basic Education.....	6
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Prior editions of the BOCES Report Card included other data representing information on component districts.

The following data were not included in this report.

- ❖ State Testing Program for All Component Districts
- ❖ Graduation Results

TEST DATA DISCLAIMER

Due to the ongoing impacts of COVID-19, it may not be appropriate to compare 2021-22 NYS standardized assessment results with results from prior years. Multiple measures are needed to evaluate the effectiveness of educational programs and successfully prepare students for college, careers, and civic engagement. More information can be found on the web at: <http://www.nysed.gov/news/2022/state-education-department-releases-2021-22-final-state-assessment-results>.

BOCES
269200-00-0000

Component Districts

- Brockport Central School District
- Churchville-Chili Central School District
- Gates Chili Central School District
- Greece Central School District
- Hilton Central School District
- Holley Central School District
- Kendall Central School District
- Spencerport Central School District
- Wheatland-Chili Central School District

Monroe 2-Orleans BOCES encompasses 444 square miles

Joint Management Team

- Genesee Valley BOCES
- Monroe One BOCES
- Monroe 2-Orleans BOCES
- Wayne-Finger Lakes BOCES

Regional Information Center

- Monroe Accountability, Assessment and Reporting Services (MAARS)

**To learn more about the comprehensive nature of BOCES in NYS, go to:
<https://www.boces.org/>**

Indicators of BOCES Performance

Career & Technical Education (CTE)

BOCES CTE classes, offered primarily on a half-day basis, prepare high school students from component districts for skilled work force careers. Most CTE programs require two years to complete.

Number of 11th/12th grade students enrolled in a CTE two-year sequence:

First-year students
 Second-year students
 Second-year students completing
 Completers with technical endorsement

General Education Students	Students with Disabilities	General Education Students	Students with Disabilities
2020-21	2020-21	2021-22	2021-22
360	98	349	119
243	93	271	65
220	81	253	62
111	20	148	32

Other Career-Related Programs

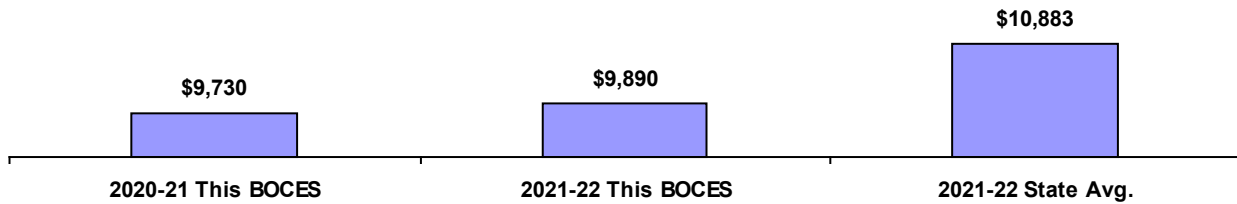
Number of 11th/12th grade students enrolled in one-year programs:

“New Vision”
 Participated 1 yr of a CTE Program
 Other one-year programs

16	0	25	0
15	5	17	18
15	27	14	18

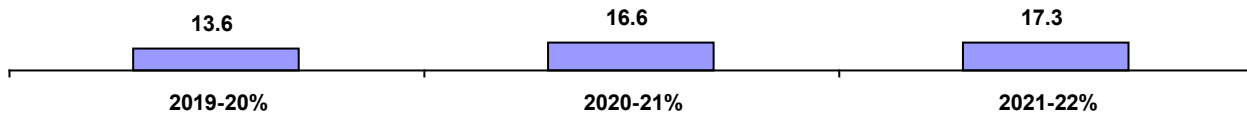
Tuition Per Student for CTE Programs

Data Source: 602 Report



*Number Enrolled in CTE Programs as a Percent of all Juniors and Seniors in Component District High Schools

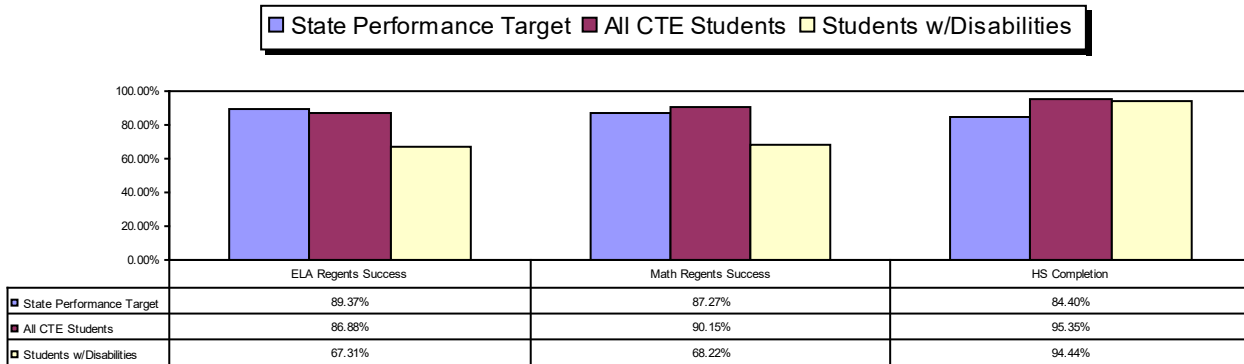
Data Source: SIRS



* Data Include General Education and Students with Disabilities. *Data Source: SIRS*

CTE Student Performance on Perkins Indicators Who Left School in 2020-21

Data Source: SIRS



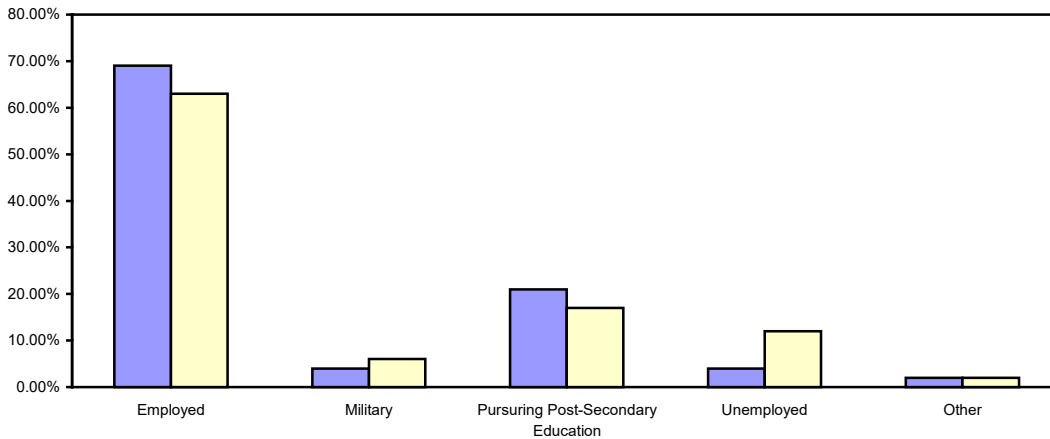
Status of Career and Technical Education (CTE) Students 2020-21 Placement Outcomes

BOCES Surveys CTE concentrators six months after they last attended their CTE program to determine if they are employed or continuing their education. *Data Source: CTE Placement Report*

Total Placement

This BOCES	State Target
93.91%	97.74 %

■ 2020-2021 All Graduates (General Education and Students with Disabilities) ■ 2020-2021 Students with Disabilities



**Test Assessing Secondary Completion Leading to TASC
For CTE Students Age 16-18
2021-2022**

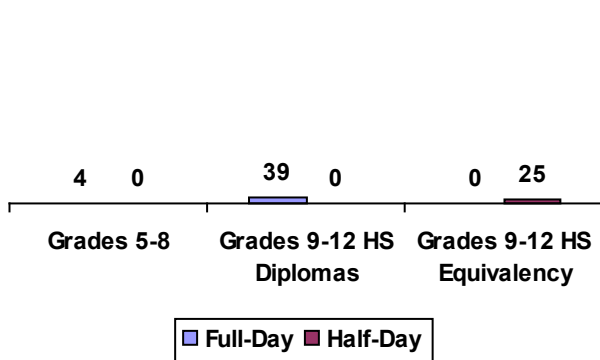
The Test Assessing Secondary Completion (TASC) is a national examination that is available to adults who did not graduate from high school or whose diplomas may not be recognized by New York State. In New York State, the TASC are offered in English and Spanish.

	Grades 9-12 Programs Leading to a TASC	
	Half- day	Full- day
Number of students who:		
Enrolled	0	0
Passing Rate of Students Tested	0	0
Remained / Still Enrolled in the Program	0	0
Left the program and did not enter another district or BOCES program (dropouts)	0	0
Returned to School District:	0	0

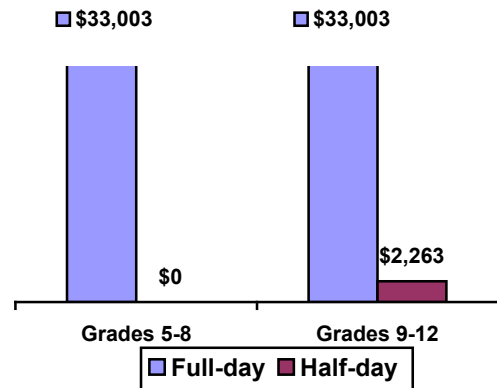
Alternative Education

BOCES operates full-day and/or half-day programs for general-education students who have been identified as having special needs not being met in school district programs. Programs may include academics, vocational skills, work-study, specialized activities or a combination of these. The BOCES Report Card includes alternative education program enrollment and outcome data for students in grades 5 through 8, as well as students in programs leading to high school diplomas or high school equivalency diplomas.

**Alternative Education Program Enrollment
June 30, 2022**



2021-2022 Per Student Tuition



Alternative Education Outcomes

The objective of the alternative education program is to retain students until they graduate or return to a regular school setting. Students counted as leaving programs may have done so for a variety of reasons including relocation, medical problems, childcare, incarceration or entering other education programs.

	Grades 5-8		Grades 9-12 Programs Leading to HS Diploma		Grades 9-12 Programs Leading to HS Equivalency Diplomas	
	Full-day	Half-day	Full-day	Half-day	Half-day	Full-day
Number of students who:						
Returned to a school district program	0	0	0	0	0	0
Remained in the BOCES program	4	0	39	0	2	0
Left the program and did not enter another district or BOCES program (dropouts)	0	0	0	0	9	0
Received high school diplomas			8	0		

Alternative Education State Testing Program
2021-2022 School Year

State Assessment- Regents Exams	Counts of Students Tested				Percentage of Students Tested			Count of Students Exempted from Exam with Credit
	Below 55	55-64	65 and Above	Total	Below 55 - Percent	55-64 - Percent	65 and Above - Percent	
Algebra I (CC)	1	1	7	9	11.1%	11.1%	77.78%	
Algebra II (CC)	0	0	0	0	0.0%	0.0%	0.0%	
Geometry (CC)	0	0	0	0	0.0%	0.0%	0.0%	
English Language Arts (CC)	5	3	12	20	25%	15%	60%	
Living Environment	1	1	6	8	12.5%	12.5%	75%	
Physical Setting/ Earth Science	0	0	0	0	0.0%	0.0%	0.0%	
Physical Setting/ Chemistry	0	0	0	0	0.0%	0.0%	0.0%	
Physical Setting/ Physics	0	0	0	0	0.0%	0.0%	0.0%	
Global History and Geography II (New Framework)	3	0	5	8	37.5%	0.0%	62.5%	
Global History and Geography Transition	0	0	0	0	0.0%	0.0%	0.0%	
United States History and Government	0	0	0	0	0.0%	0.0%	0.0%	

Adult Career and Technical Education (CTE)

Adult CTE programs enhance academic and workplace skills and enable participants to gain employment or career advancement. *Data Source: ASISTS*

	This BOCES Count Percentage		BOCES Statewide Average
All CTE Programs			
Enrolled during 2020-21	194	--	--
Continuing Enrollment after 2020-21	48	24.74%	23.84%
Completed or Left During 2020-21	146	75.26%	78.19%
Left Prior to Completion During 2020-21	36	18.56%	16.70%
Completed by the End of 2020-21	111	57.22%	66.24%
Completed or Left During 2020-21 and Status Known	113	58.25%	44.78%
Completed/Left/Status Known and Successfully Placed*	93	47.94%	38.03%
Completed but Not seeking Employment	17	8.76%	5.49%
Non-Traditional CTE Programs			
Enrolled in Non-Traditional Programs During 2020-21	170	87.63%	52.2%
Completed a Non-Traditional Program By the End of 2020-21	91	53.53%	81.87%
Under-Represented Gender Members Enrolled during 2020-21	23	13.53%	6.55%
Under-Represented Gender Members Who Completed during 2020-21	21	91.30%	76.91%

* Successfully Placed means placed in employment, the military or in additional education.

Adult Basic Education

Based on data reported for the National Reporting System (NRS) for adult education programs, enrollment in adult basic education programs for 2021-2022 was 271.

Educational Gain

Under the NRS, educational gain is the primary goal for students in adult beginning/intermediate programs, adult secondary (low) programs, and in English for speakers of other languages programs. Students are counted as achieving educational gain if they exceed established reference points in their standardized test scores between enrollment and re-testing.

Educational Program	Enrollment			Educational Gain					
	2019-20	2020-21	2021-22	2019-20		2020-21		2021-22	
					Percent		Percent		Percent
Adult Beginning/Intermediate	79	139	117	17	21.5%	23	16.5%	35	29.9%
Adult Secondary (Low)	8	9	1	4	50%	5	55.6%	0	0.0%
ESOL	94	123	153	23	24.5%	36	29.3	0	0.0%

Other Outcomes (2019-20 through 2021-22)

The following outcome measures are consistent with the National Reporting System (NRS) for adult education. Students in adult secondary (high) programs are considered to have a primary goal of obtaining a secondary or high school equivalency diploma. For all other outcomes, the student achievements correlate to the students indicating those goals at intake.

Other Outcomes	Students with Goal			Students Achieving Goal					
	2019-20	2020-21	2021-22	2019-20		2020-21		2021-22	
					Percent		Percent		Percent
Entered employment	0	101	174	0	0.0%	43	42.6%	34	19.5%
Retained employment	0	58	38	0	0.0%	25	43.1%	5	13.1%
Obtained secondary or HS equivalency diploma	5	3	19	3	60%	2	66.7%	19	100%
Entered post-secondary education or training	0	0	0	0	0.0%	0	0.0%	0	0.0%

Special Education

Special Education Enrollment and Tuition

When placing students, districts select among classrooms with different student/staff ratios consistent with each student's Individualized Education Program (IEP). The following are six of the alternatives:

- ❖ 12 students per teacher plus one paraprofessional (12:1:1)
- ❖ 6 students per teacher plus one paraprofessional (6:1:1)
- ❖ 12 students per teacher plus four paraprofessionals (12:1+1:3)
- ❖ 8 students per teacher plus 1 paraprofessional (8:1:1)
- ❖ 15 students per teacher plus 1 paraprofessional (15:1:1)
- ❖ 6 students per teacher plus 2.5 paraprofessional (6:1:2.5)

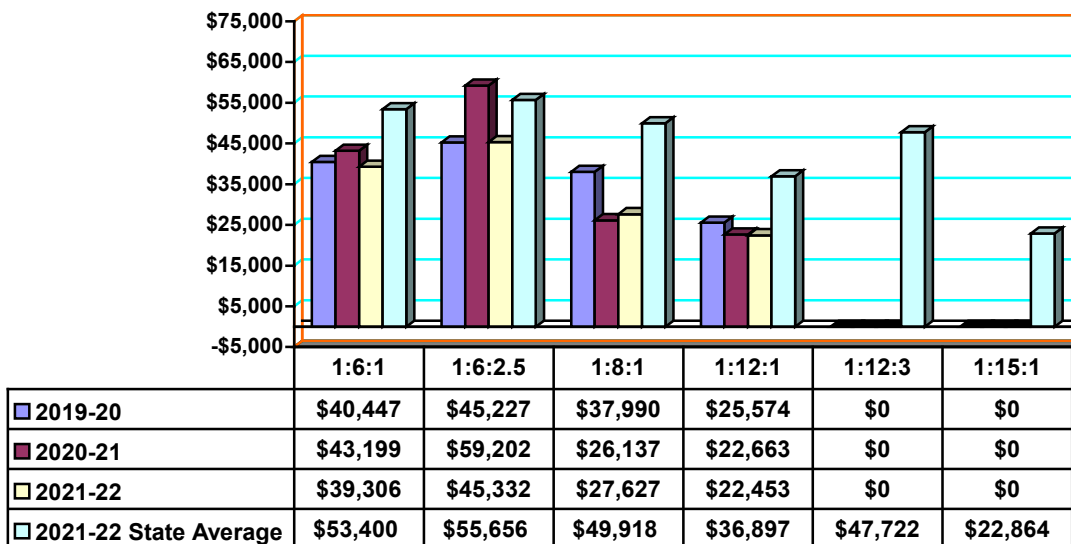
An addendum of enrollment and tuition information will be attached to this report if this BOCES provides other options of student/staff ratios.

Tuition rates exclude the costs of related services, preschool and summer school programs. BOCES with multiple tuition rates for a program have calculated an average rate. *Data source: 602 Report*

Enrollment Trends

	2019-20	2020-21	2021-22
8:1:1	30	25	23
12:1+1:3	0	0	0
6:1:1	171	156	120
12:1:1	114	101	66
15:1:1	0	0	0
6:1:2.5	28	33	69

Tuition Rates Per Student 2019-20 through 2021-22



Special Education State Testing Program 2021-2022 School Year

These data are results of State assessments for students enrolled in BOCES programs.

Data Source: Data Warehouse

State Assessment	Counts of Students Tested					Percentage of Students Tested		No Valid Score
	Level 1	Level 2	Level 3	Level 4	Total	Level 2-4	Level 3-4	
						Percent	Percent	
Grade 3 English Language Arts	4	3	1	0	8	50%	12.5%	7
Grade 4 English Language Arts	7	2	0	0	9	22.2%	0.0%	2
Grade 5 English Language Arts	4	1	0	0	5	20%	0.0%	5
Grade 6 English Language Arts	6	2	0	0	8	25%	0.0%	7
Grade 7 English Language Arts	9	2	0	0	11	18.2%	0.0%	6
Grade 8 English Language Arts	7	5	0	0	12	41.7%	0.0%	3
Grade 3 Mathematics	5	1	1	0	7	28.6%	14.3%	7
Grade 4 Mathematics	7	2	0	0	9	22.2%	0.0%	3
Grade 5 Mathematics	5	0	0	0	5	0.0%	0.0%	5
Grade 6 Mathematics	7	0	0	1	8	12.5%	12.5%	7
Grade 7 Mathematics	13	0	0	0	13	0.0%	0.0%	4
Grade 8 Mathematics	11	0	1	0	12	8.3%	8.3%	4

Level 4	These students exceed the standards and are moving toward high performance on the Regents examination.
Level 3	These students meet the standards and, with continued steady growth, should pass the Regents examination.
Level 2	These students need extra help to meet the standards and pass the Regents examination.
Level 1	These students have serious academic deficiencies.

Special Education State Testing Program (cont'd.)
2021-2022 School Year

State Assessment- Regents Exams	Counts of Students Tested				Percentage of Students Tested			Count of Students Exempted from Exam with Credit
	Below 55	55-64	65 and Above	Total	Below 55 - Percent	55-64 - Percent	65 and Above - Percent	
Algebra 1 (CC)	11	6	5	22	50%	27.3%	22.7%	3
Algebra 2 (CC)	0	0	0	0	0.0%	0.0%	0.0%	
Geometry (CC)	1	0	1	2	50%	0.0%	50%	
Living Environment	3	4	8	15	20%	26.7%	53.3%	1
Physical Setting/ Earth Science	1	1	0	2	50%	50%	0.0%	
Physical Setting/ Chemistry	0	0	0	0	0.0%	0.0%	0.0%	
Physical Setting/ Physics	0	0	0	0	0.0%	0.0%	0.0%	
English Language Arts (CC)	6	6	5	17	35.3%	35.3%	29.4%	1
Regents ELA	0	0	0	0	0.0%	0.0%	0.0%	
Global History and Geography II (New Framework)	5	5	7	17	29.4%	29.4%	41.2%	2
Global History & Geography Transition	0	0	0	0	0.0%	0.0%	0.0%	
United States History & Government	0	0	0	0	0.0%	0.0%	0.0%	3

**Students with Severe Disabilities Performance on the
New York State Alternate Assessments
2021-2022 School Year**

State Assessment	Counts of Students Tested					Percentage of Students Tested		No Valid Score
	Level 1	Level 2	Level 3	Level 4	Total	Level 2-4 Percent	Level 3-4 Percent	
Grade 3 English Language Arts	0	0	1	0	1	100%	100%	0.0%
Grade 4 English Language Arts	1	0	2	0	3	66.7%	66.7%	0.0%
Grade 5 English Language Arts	1	0	3	0	4	75%	75%	0.0%
Grade 6 English Language Arts	0	0	5	0	5	100%	100%	0.0%
Grade 7 English Language Arts	0	0	3	1	4	100%	100%	0.0%
Grade 8 English Language Arts	0	0	5	2	7	100%	100%	0.0%
High School English Language Arts	0	1	6	2	9	100%	88.9%	0.0%
Grade 3 Mathematics	0	0	1	0	1	100%	100%	0.0%
Grade 4 Mathematics	1	0	2	0	3	66.7%	66.7%	0.0%
Grade 5 Mathematics	1	0	3	0	4	75%	75%	0.0%
Grade 6 Mathematics	0	0	5	0	5	100%	100%	0.0%
Grade 7 Mathematics	0	0	3	1	4	100%	100%	0.0%
Grade 8 Mathematics	0	0	6	1	7	100%	100%	0.0%
High School Mathematics	0	0	5	4	9	100%	100%	0.0%

Data Source: Data Warehouse

Level 4	These students exceed the standards and are moving toward high performance on the Regents examination.
Level 3	These students meet the standards and, with continued steady growth, should pass the Regents examination.
Level 2	These students need extra help to meet the standards and pass the Regents examination.
Level 1	These students have serious academic deficiencies.

Professional Development 2021-22 School Year

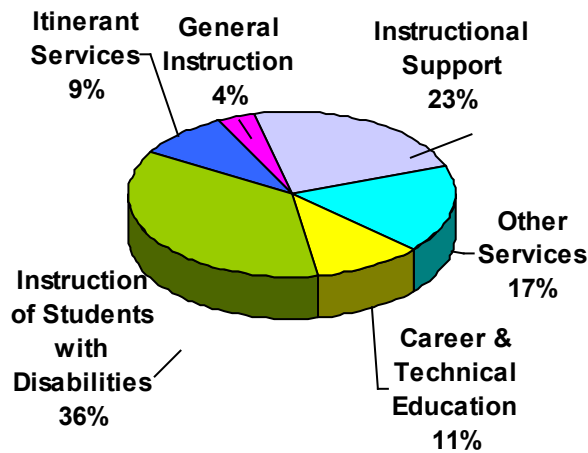
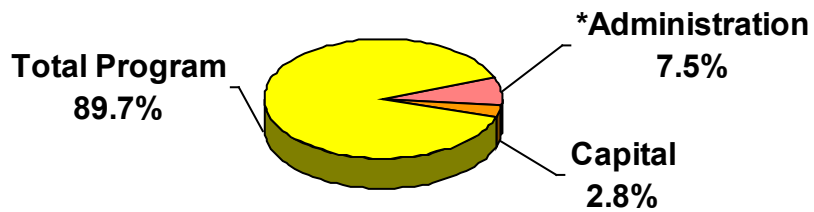
The data in this chart is from BOCES-sponsored professional development and offered by Instructional Support Divisions.

BOCES provided training in the following areas:	Number of Hours Offered and Number of Participants:									
	Superintendents or District-level		Principals or Building-level admins		Teachers		Paraprofessionals		Other	
	Hours	# Staff	Hours	# Staff	Hours	# Staff	Hours	# Staff	Hours	# Staff
Curriculum & Instruction:										
Learning Standards	55	27	68	32	249.5	71	8.5	2	18.5	30
Instructional Strategies	12	17	18.5	24	571.5	658	254	91	274	324
Data-Driven Instruction	1	3	1.5	10	17	61	3	6	9	32
Effective Use of Technology	39.5	18	40	58	272	724	32	35	174	127
Project Based Learning	0		0		8	6	0		0	
Parent Engagement	0		0		0		0		0	
RBE-RN	41	297	17	250	415	1563	7	17	96	1036
College, Career & Civic Readiness	14	8	14	16	33.5	226	19.5	24	19.5	42
Response to Intervention	32	40	32	73	32	85	0		0	
Early Childhood Education	65	4	65	11	217	68	0		0	
Career and Technical Education	0		0		67.5	67	67.5	17	67.5	16
Middle Level Education	0		0	4	4	19	0		3	12
Special Education Strategies	0		7	1	538	146	945	179	847.25	204
Leadership:										
APPR: Lead Evaluator & Principal Evaluator Training	16	26	297	524	0		0		0	
Leadership Development	0		20	10	22	17	0		0	
District & School Strategic Planning	0		8	4	3	19	0		0	
Using Data	0		1	2	15	87	0		0	
Culture/Climate (indicate below)										
Diversity/Equity/Inclusivity	85	96	118	67	382	172	432	68	434	187
Social – Emotional Learning	0	3	4.5	6	229	143	409.5	166	343.5	209
Other culture/climate	32	5	32	20	167	161	280.5	77	90	42
Safety	1	6	42	15	79	69	132	37	78.5	29
Other	0		7.5	1	77.25	26	3	1	52	118

2021-2022 Expenses

Data Source: SA111, schedule 2A

Administrative Expenses.....	\$	7,213,386
Capital Expenses.....	\$	2,669,635
Total Program Expenses.....	\$	86,457,715
Total Expenses.....	\$	96,340,735



Monroe 2-Orleans BOCES

Special Education

Special Education Enrollment and Tuition

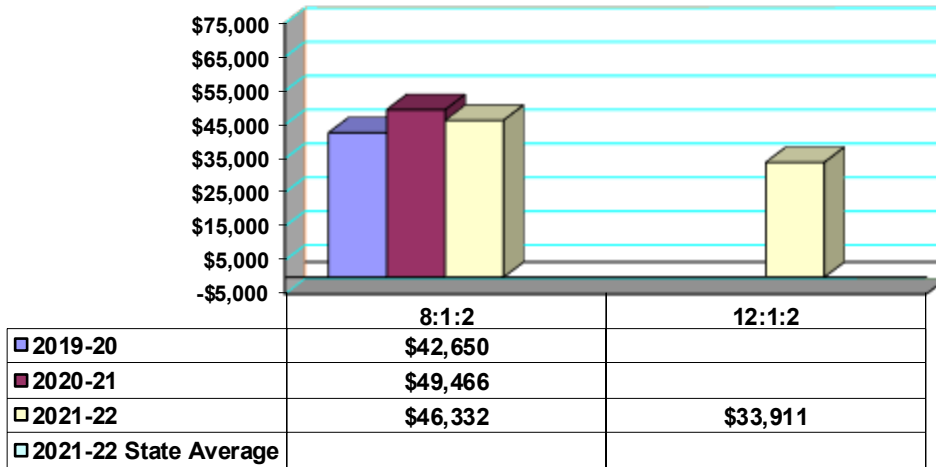
Addendum

This is an addendum of enrollment and tuition information, as this BOCES provides another option of student/staff ratios (as reported on: BOCES Report Card 2021 Page 7).

Enrollment

	2019-20	2020-21	2021-22
8:1:2	59	55	47
12:1:2			45

Tuition Rates Per Student



11. Personnel and Staffing

1. Resolution to Approve Personnel and Staffing Agenda

11. Personnel and Staffing

2. Resolution to Create Position

Be it so hereby resolved that the following position be created:

1.0 FTE Regional Community Schools Coordinator, 12 months/year

12. Bids/Lease Purchases

1. Resolution to Accept Cooperative Fine Paper Bid
2. Resolution to Accept Cooperative Office and Classroom Supplies Bid
3. Resolution to Accept Calculator Bid
4. Resolution to Accept Wheatland-Chili Lease Purchase of Copier Equipment
5. Resolution to Accept Erie #1 BOCES FY 2002-2023 Instructional Technology State Wide Licensing Agreements, Add-on #2

**BOARD OF COOPERATIVE EDUCATIONAL SERVICES
Second Supervisory District of Monroe and Orleans Counties
3599 Big Ridge Road, Spencerport, NY 14559**

BID RECOMMENDATION

COOPERATIVE FINE PAPER

Bid# RFB-2023-23 was opened on March 9, 2023, at 2:00 p.m. My recommendation for the award of this contract is as follows:

Economy Paper Co.	\$280,404.56
Lindenmeyr-Munroe	\$177,948.00
W.B. Mason	\$24,424.10

Bids obtained: 18

Bids submitted: 4

No Bid: 1

Bid Analysis

The bid for Cooperative Fine Paper Supplies has been recommended for award on a line by line basis to the lowest responsive and responsible bidders that met all the required specifications. The Fine Paper Bid is used by the CaTS print shop and all other BOCES programs for copying and classroom supplies.

Funds to be provided from the 2022-2023 and 2023-2024 budgets.

March 30, 2023
Date



Director of Procurement

BOARD OF COOPERATIVE EDUCATIONAL SERVICES
Second Supervisory District of Monroe and Orleans Counties
3599 Big Ridge Road, Spencerport, NY 14559

BID RECOMMENDATION

COOPERATIVE OFFICE AND CLASSROOM SUPPLIES

Bid # RFB-2024-23 was opened on March 9, 2023, at 2:00 p.m. My recommendation for the award of this contract is as follows:

Quill	\$2,408.16
Pyramid School Products	\$827.96
W.B. Mason	\$731.03
Cascade School Supplies	\$623.42
School Specialty Inc.	\$614.82
National Art & School Supplies	\$470.26

Bids obtained: 45 Bids submitted: 7

Bid Analysis

The bid for Cooperative Office Supplies has been recommended for award on a line by line basis to the lowest responsive and responsible bidders that met all the required specifications. The bid for Cooperative Office Supplies will be used by our teachers and office staff members.

Funds to be provided from the 2022-2023 and 2023-2024 budgets.

April 10, 2023
Date



Director of Procurement

BOARD OF COOPERATIVE EDUCATIONAL SERVICES
Second Supervisory District of Monroe and Orleans Counties
3599 Big Ridge Road, Spencerport, NY 14559

BID RECOMMENDATION

COOPERATIVE CALCULATORS

Bid #RFB-2025-23 was opened on March 9, 2023, at 2:00 p.m. My recommendation for the award of this contract is as follows:

EAI Education	\$264.96
The Bach Company	\$71.64

Bids obtained: 16 Bids submitted: 4

Bid Analysis

The bid for Cooperative Calculators has been recommended for award on a line by line basis to the lowest responsive and responsible bidders that met all the required specifications. The bid for Cooperative Calculators will be used by our teachers and office staff members.

Funds to be provided from the 2022-2023 and 2023-2024 budgets.

April 10, 2023
Date



Director of Procurement

April 6, 2023

To: Dennis Laba
Board President

From: Wendy Vergamini *Wendy Vergamini*
Director of Procurement

Subject: Board Resolution

I am requesting Board action on a resolution to purchase copier equipment for the Wheatland-Chili Central School District. The total installment purchase cost will be \$23,842.20 with sixty monthly payments. The Wheatland-Chili CSD Board approved the purchase at a meeting held on March 27, 2023. The details of the proposed purchase have been provided with this letter.

Thank you.

SCHEDULE B

**WHEATLAND-CHILI CENTRAL SCHOOL DISTRICT
BOARD RESOLUTION**

Date:

WHEREAS, the Wheatland-Chili Central School District (the "District") desires to secure for its use the equipment listed below (the "Equipment") through a Monroe 2-Orleans BOCES (the "BOCES 2" cooperative service; and

WHEREAS, BOCES 2 is willing to arrange for the installment purchase of the Equipment and to provide the Equipment to the District as part of a BOCES 2 cooperative service.

NOW, THEREFORE, be it resolved as follows:

1. The District is authorized to enter into an agreement with BOCES 2 (the "Installment Purchase Agreement") under the terms of which: BOCES 2 will purchase the Equipment; the District will be entitled to use the Equipment; and the District will be obligated to pay BOCES 2 for the use of the Equipment.

2. The District's superintendent is hereby authorized to approve the final form and terms of the Installment Purchase Agreement and to execute and deliver to BOCES 2, on behalf of the District, the Installment Purchase Agreement and such other agreements, documents, certificates and instruments as the superintendent determines are necessary to secure the use of the Equipment, to fulfill the District's obligations under the terms of the Installment Purchase Agreement, and to address the terms and intent of this resolution.

3. This resolution shall take effect when adopted.

Description of Equipment to be purchased:

<u>Model</u>	<u>Account Name</u>	<u>Area</u>
1 Toshiba e-Studio 908	Wheatland-Chili CSD	Elementary School

CERTIFICATION OF DISTRICT CLERK

I, Diane Stocking, District Clerk of the aforementioned School District, hereby certify that the above resolution was adopted by the required majority vote of the Board of Education at its meeting held on March 27, 2023, and have attached a copy of such resolution.

Diane Stocking
District Clerk
March 30, 2023 Date

SCHEDULE D
AUTHORIZING RESOLUTION
Equipment Lease-Purchase
For the benefit of Wheatland-Chili Central School District

Board of Cooperative Educational Services
Second Supervisory District of Monroe County

Whereas, Board of Cooperative Educational Services, Second Supervisory District of Monroe County (“BOCES 2”), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of New York, is authorized by the laws of the State of New York to purchase, acquire and lease personal property and to enter into contracts with respect thereto; and

Whereas, pursuant to New York State Education Regulations contained at 8 NYCRR Part 170.3(f), and in furtherance of BOCES 2’s mission and essential functions, BOCES 2 desires to purchase, acquire and lease certain equipment constituting personal property in connection BOCES’s ongoing service programs; to wit, the Lessor anticipates entering into a contract with Wheatland-Chili Central School District (the “District”) relating to same; and

Whereas, in order to acquire such equipment, the BOCES 2 proposes to enter into with Toshiba (the “Lessor”), the form of which has been presented to the governing body of the BOCES 2 at this meeting; and

Whereas, the governing body of the BOCES 2 deems it for the benefit of the BOCES 2 and for the efficient and effective administration thereof to enter into the Agreement for the purchase, acquisition and leasing of the equipment therein described on the terms and conditions therein provided;

Now, Therefore, Be It And It Is Hereby Resolved;

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and cross-contracts with the District (collectively, the “Agreements”) are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel to BOCES 2 or other authorized representatives of BOCES 2 executing the same, the execution of such documents being conclusive evidence of such approval; and the BOCES 2 Board President is hereby authorized and directed to execute, and the BOCES 2 District Superintendent is hereby authorized and directed to attest and countersign the Agreements and any related exhibits attached thereto, and the BOCES 2 District Clerk is hereby authorized to affix the seal of BOCES 2 to such documents.

Section 2. Findings - Financial. The BOCES 2 Board finds and determines that it is in BOCES 2’s best financial interest to acquire the Equipment for the benefit of the District because:

- (i) it provides an opportunity to use the equipment without committing to the full costs of purchase; and
- (ii) after seeking competitive quotes, Lessor provides the most financially advantageous lease terms; and

Section 3. Findings - Ordinary Contingent Expense. The BOCES 2 Board finds and determines that the Equipment is necessary to maintain BOCES 2’s educational program, preserve property or assure the health and safety of students and staff and thus payments under the Agreements constitute ordinary contingent expenses.

Memo To: NYSITCC Members
From: David Brace, Manager – Operations, Technology Services, Erie 1 BOCES
Date: February 20, 2022

Subject: FY 2022 – 2023 Instructional Technology State Wide Licensing Agreements, Add-on #2

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

STEAM

eDynamic Learning – *eDynamic Learning*
Electronic Gaming Federation – *Electronic Gaming Federation*
EliteGamingLive - *EliteGamingLive*
Hive Class, Inc. – *Hive Class*
Learnics - *Learnics*
REX Academy – *REX Academy*
UpSavvy - *UpSavvy*
VIVI - *VIVI*
Wakelet - *Wakelet*
7 Mindsets. – *7 Mindsets*

Please return the completed resolution to David Brace as soon as possible.

All contracts are new with the addition of language pertaining to Education Law 2D.

If you have any questions, please contact Michelle Okal-Frink at 716-821-7200, mokal@e1b.org or David Brace at (716) 821-7362, dbrace@e1b.org.

BOARD RESOLUTION

WHEREAS, It is the plan of a number of BOCES districts in New York, to consent to jointly enter into an agreement for the 2022 – 2023 fiscal year, for eDynamic Learning, Electronic Gaming Federation, EliteGamingLive, Hive Class, Inc., Learnics, REX Academy, UpSavvy, VIVI, Wakelet, 7 Mindsets,
and,

WHEREAS, The Monroe 2- Orleans BOCES is desirous of participating with other BOCES Districts in New York State in joint agreements for the software/learning packages and licensing mentioned above as authorized by General Municipal Law, Section 119-0, and,

BE IT RESOLVED, That the Monroe 2- Orleans BOCES Board authorizes Erie 1 BOCES to represent it in all matters leading up to and entering into a contract for the purchase of and licensing of the above mentioned software/learning packages, and record training sessions in Zoom and post those recorded sessions to the consortium, and,

BE IT FURTHER RESOLVED, That the Monroe 2 – Orleans BOCES Board agrees to assume its equitable share of the costs associated with Erie 1 BOCES negotiating the Agreements, and,

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

CERTIFICATION

It is hereby certified that the above motion was approved by the Monroe 2-Orleans BOCES Board at its meeting, duly noticed, held on April 19, 2023.

Dated _____, 2023

Board Clerk

13. Executive Officer's Reports

1. Albany D.S. Report
2. Local Update

14. Committee Reports

- Labor Relations Committee (J. Abbott, K. Dillon)
- Legislative Committee (K. Dillon, C. Dawson)
- Information Exchange Committee (C. Dawson, C. Phillips)

15. Upcoming Meetings/Calendar Events

April 19	Noon	MCSBA Information Exchange Committee (DoubleTree)
	6:00pm	Board Meeting (ESC, Board Room)
April 25	3:00 pm	BOCES 2 DEI Meeting
April 26	Noon	MCSBA Labor Relations (DoubleTree)
	5:45 pm	MCSBA Executive Committee Meeting (DoubleTree)
April 27	8:00 am	MCSBA Spring Law Conference (DoubleTree)
May 3	Noon	MCSBA Legislative Committee Meeting (DoubleTree)
	4:00 pm	MCSBA Social Hour (All members)
	5:45 pm	MCSBA Board Presidents Meeting
May 5		Spring Dinner Dance

16. Other Items

17. Executive Session

18. Adjournment