

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

There will be an Audit Committee Meeting at 5:15 p.m. on Wednesday, May 10, 2023 in the Board Room of the Richard E. Ten Haken Educational Services Center, 3599 Big Ridge Road, Spencerport, New York 14559.

Following there will be a Regular Meeting of the Board of Cooperative Educational Services at 6:00 p.m. in the same location.

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. Approval of Minutes: April 19, 2023, Regular Meeting Minutes
5. Public Interaction
6. Financial Reports
  1. Resolution to Accept Treasurer's Report
  2. Resolution to Accept WinCap Report
  3. Internal Claims Exception Log
  4. Extra Class Quarterly Report
7. Audit Committee - Resolution to Approve 2023-24 Audit Committee Members
8. Board Presentation – Medically Fragile Program Update, Department of Exceptional Children Director Barb Martorana and Supervisor Debi Walton
9. Old Business
10. New Business
  1. First Reading of Various Policies for Annual Review
  2. Resolution to Adopt 2023-24 Proposed Adopted Budget
  3. Resolution to Approve Lease with Spencerport CSD
  4. Resolution to Approve Lease with Turner Drive and Associates, LLC
  5. Resolution to Approve CWD Job Training Programs: Commercial Driver's License, Industrial and Commercial Electrical, CNC Machining, Residential Construction, Dental Office Assisting, Industrial and Mechanical Electrical, Industrial Operator, and Welding
  6. Resolution to Accept Donation of Miscellaneous PCs, Servers, and Laptops from Entre Computer Services
  7. 2023-24 Board Presentations
  8. 2023-24 Board Development

11. Personnel and Staffing
  1. Resolution to Approve Personnel and Staffing Agenda
  2. Resolution to Approve Agreement between District Superintendent and Administrative Assistant to the District Superintendent/Board Clerk
  3. Resolution to Approve Agreement between District Superintendent and District Treasurer Manager
12. Bids/Lease Purchases
  1. Resolution to Accept Cooperative Natural Gas Bid
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

May 10	5:15 6:00pm	Audit Committee Meeting; Board Meeting (ESC, Board Room)
May 16	School District	Budget and Board Member Vote
May 24	5:30pm	MCSBA Annual Meeting
June 01	6:00-7:00	Make All the Difference Scholarship Reception
June 02	9:00-10:45am	Student Constructed House Tours (WEMOCO)
June 07	7:00-8:00 pm	Special Education Moving On Ceremony (ESC, PDC)
June 08	3:30 pm	Retiree Reception (ESC, PDC)
June 09	9:00am	SEPTO Fun Fair (ESC Back Parking Lot)
June 10	5:30 pm	MCSBA New Member Training (DoubleTree)
June 12	6:30 pm	Westside Academy Senior Celebration
June 14	6:00 pm	CTE Recognition Ceremony (Gates Chili High School Stadium)
June 15	Noon	Board Officer Agenda Review (RCC)
June 21	8:00-11:00 am	Center-Based Graduation (ESC, PDC)
	12:30-2:00 pm	Project SEARCH Celebration (ESC, PDC)
	6:00 pm	Board Meeting (ESC, Board Room)

16. Other Items
17. Adjournment

1. Call the Meeting to Order

## 2. Pledge of Allegiance

### 3. Agenda Item(s) Modifications

#### 4. Approval of Minutes: April 19, 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 April 19, 2023, at 6:00 p.m. at the Richard E. Ten Haken Educational Services Center, Spencerport, New York 14559.

Members Present:

Dennis Laba, President	Trina Lorentz
R. Charles Phillips, Vice-President	Gerald Maar
John Abbott	Michael May
	Heather Pyke

Members Absent: Cindy Dawson, Kathleen Dillon

Staff Present:

Jo Anne Antonacci	Marijo Pearson
Stephen Dawe	Steve Roland
Ian Hildreth	Thomas Schulte
Kelly Mutschler	

1. Call the Meeting to Order  
The meeting was called to order by President Laba at 6:00 p.m.
2. Pledge of Allegiance
3. Agenda Modifications -
4. Public Hearing: Code of Conduct – No comments were made
5. Approval of Minutes  
Resolved: To Approve the Minutes of the March 15, 2023, Meeting Minutes as presented.  
Moved by J. Abbott, seconded by G. Maar; passed unanimously
6. Public Interaction – There was no public interaction.
7. Financial Reports
  1. Resolved: To Accept the Treasurer’s Report as presented  
Moved by J. Abbott, seconded by G. Maar; passed unanimously.
  2. Resolved: To Accept the WinCap Report as presented  
Moved by J. Abbott, seconded by M. May; passed unanimously

8. Board Presentation –Assistant Superintendents Dr. Marijo Pearson and Thomas Schulte provided an update on the on the work of Diversity, Equity and Inclusion work of the Monroe 2-Orleans BOCES Inclusivity Action Community (IAC).
9. Old Business
  1. Updates were shared from the April 17., 2023 Space Committee meeting. The next Space Committee Meeting is scheduled for May 23, 2023.
10. New Business
  1. Resolved: To Approve the Monroe 2-Orleans BOCES Code of Conduct  
Moved by J. Abbott, seconded by G. Maar; passed unanimously
  2. First Reading Policies: 5142 – AEDs in Public Schools; 6421 – Student with Serious/Life-threatening Medical Conditions; 7123 – Use of Time Out Rooms  
Resolved: To Waive the Second Reading and Approve the Policies as Presented.  
Moved by M. May; seconded by J. Abbott; passes unanimously
  3. Resolved: To Approve the 2023 Lease Template – Summer Programs  
Moved by G. Maar, seconded by J. Abbott; passed unanimously
  4. Resolved: To Accept Donation of Nonworking Computers, Laptops and Printer from the Town of Brighton  
Moved by M. May, seconded by T. Lorentz: passed unanimously
  5. Resolved: to Accept Donation of 100 4”x8” Bricks from Miller Brick  
Moved by J. Abbott , seconded by C. Phillips; passed unanimously
  6. Resolved: To Accept Donation of Nonworking 2007 Toyota 4Runner by Barbara Denigris  
Moved by G. Maar, seconded by J. Abbott: passed unanimously
  7. Assistant Superintendent Tom Schulte reviewed the 2020-2021 Report Card. Enrollment increase was noted. Additionally, all GED participants who took the GED exam earned the HSE diploma.
11. Personnel and Staffing
  1. Resolved: To Approve the Personnel and Staffing Agenda as presented  
Moved by C. Phillips; seconded by J. Abbott; passed unanimously
  2. Resolved: That the following position be created:  
  
1.0 FTE Regional Community Schools Coordinator, 12 months/year  
Moved by C. Phillips, seconded by T. Lorentz; passed unanimously
12. Bids/Lease Purchases  
Resolved: To accept the bid recommendations and awarding of the following bids and lease purchases as presented:



1. Cooperative Fine Paper Bid - Bid# RFB-2023-23
 

Economy Paper Co.	\$280,404.56
Lindenmeyr-Munroe	\$177,948.00
W.B. Mason	\$ 24,424.10
  
2. Cooperative Office and Classroom Supplies Bid - Bid # RFB-2024-23
 

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
  
3. Cooperative Calculator Bid - Bid #RFB-2025-23
 

EAI Education	\$ 264.96
The Bach Company	\$ 71.64

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 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.

*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, 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

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.

Items 12.1-5 Moved together by J. Abbott; seconded by M. May; passed unanimously.

13. Executive Officer's Report

Senior Deputy Commissioner James Baldwin has requested the assistance of District Superintendent Jo Anne Antonacci as a consultant in the search for a new District Superintendent for Wayne-Finger Lake BOCES. Current W-FL BOCES District Superintendent Dr. Vicma Ramos will be retiring as of June 30, 2023. Genesee Valley BOCES District Superintendent Kevin MacDonald will Interim-DS for Wayne-Finger Lakes BOCES upon Dr. Ramos' retirement.

Annual Meeting feedback was very nice and complimentary as always. Students from the Culinary, Baking, Hospitality classes assisted in the preparation and serving during the event. Students from the Criminal Justice program assisted with safety and security for the evening.

District Superintendent Antonacci attended the ReJob Graduation at the Rochester City Council Chamber. These adult education students partner with agencies and all of the graduates have secured jobs.

Monroe 2-Orleans BOCES hosted a hiring event on March 23, 2023. Almost all departments participated and over 40 applicants attended the event.

The SkillsUSA Craft and Vendor Show on March 25, 2023 was packed as usual. This is a fundraiser for the SkillsUSA team.

Medical Lab Assisting/Phlebotomy instructor Jim Payne and students visited the Monroe County Legislature Chambers for the purpose of requesting a proclamation declaring April 24<sup>th</sup> -28<sup>th</sup> 2023 Medical Laboratory Professionals

Week. County Executive Adam Bello will be visiting WEMOCO on April 24<sup>th</sup> for the proclamation ceremony and a tour of the CTE programs.

14. Committee Reports –

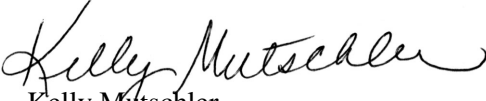
1. Labor Relations - Annual presentation on health care plan
2. Legislative Committee - Regent Wade Norwood spoke at the meeting and was glad to have newly appointed Regent Adrian Hale on the Board of Regents
3. Information Exchange Committee – Topic was “A High Functioning Board.” Dennis Laba participated as a panelist

15. Upcoming Meetings/Calendar Events: The various meetings for the month were listed in the agenda.

16. Other items –

17. At 7:19 p.m. a motion was made by G. Maar to adjourn the meeting to Executive Session, seconded by M. May; passed unanimously.

Respectfully Submitted,

  
Kelly Mutschler  
Board Clerk

Members Present

Dennis Laba	Trina Lorentz
R. Charles Phillips	Gerald Maar
John Abbott	Michael May
	Heather Pyke

At 7:33. a motion was made by C. Phillips, seconded by M. May to come out of Executive Session; passed unanimously.

Be it so resolved: That the Board approves a salary increase of \$900.00 plus 2.2%, added to base salary, for the Classified Staff for the period of July 1, 2023 – June 30, 2024; and

That the Board approves the following changes to Classified Staff health insurance:

Staff hired prior to July 1, 2010:

Effective July 1, 2023: Blue Point 2 Value with a staff contribution rate of 12%

Staff hired on or after July 1, 2010:

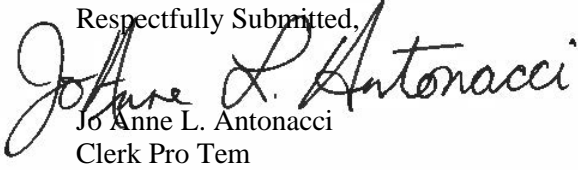
Effective July 1, 2023: Blue Point 2 Value with a staff contribution rate of 18%

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

17. Adjournment

At 7:34 p.m. a motion was made by C. Phillips to adjourn the meeting, seconded by J. Abbott; passed unanimously.

Respectfully Submitted,

  
Jo Anne L. Antonacci  
Clerk Pro Tem

## 5. Public Interaction

## 6. Financial Reports

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

## Monroe 2 - Orleans BOCES

### Treasurer's Report

Period Ending March 31, 2023

	GENERAL FUND		SPECIAL AID FUND	
<b>BEGINNING CASH ON HAND</b>		15,747,596.48		766,401.09
<b>RECEIPTS:</b>				
Interest Earned	13,599.83		328.81	
Charges for Services	6,891,779.94		-	
Non-Contract Services	33,930.97		550,991.63	
Collected for Other Funds	-		-	
State, Federal and Local Aid	195,891.73		633,888.10	
Transfers from Other Funds	984,225.58		-	
Miscellaneous Funds	75,118.86		1,665.00	
<b>TOTAL RECEIPTS</b>	<b>8,194,546.91</b>	<b>8,194,546.91</b>	<b>1,186,873.54</b>	<b>1,186,873.54</b>
<b>DISBURSEMENTS</b>				
Payroll and Benefits	5,087,527.77		575.00	
Warrants	9,741,620.96		51,094.85	
Transfers to Other Funds	-		984,225.58	
Miscellaneous Disbursements	1,332.75		177.04	
<b>TOTAL DISBURSEMENTS</b>	<b>14,830,481.48</b>	<b>(14,830,481.48)</b>	<b>1,036,072.47</b>	<b>(1,036,072.47)</b>
<b>ENDING CASH ON HAND:</b>		<b>9,111,661.91</b>		<b>917,202.16</b>
GENERAL FUND CHECKING		3,758,442.64	SPECIAL AID CHKG - CHASE	898,389.56
GENERAL FUND SAVINGS		148,441.14	SPECIAL AID CHKG - M&T	18,812.60
PAYROLL CHECKING		86,382.13		
DENTAL/FSA ACCOUNT CASH		44,521.72		
GENERAL FUND CD		1,008,194.21		
CASH- LIABILITY RESERVE		992,166.61		
CASH- UNEMPLOYMENT RES		623,510.67		
CASH- CTE RESERVE		98,458.82		
TREASURY INVESTMENTS		2,351,543.97		
		<b>9,111,661.91</b>		<b>917,202.16</b>



	<b>MISC SPECIAL REVENUE</b>	
<b>BEGINNING CASH ON HAND</b>		446,407.22
<b>RECEIPTS:</b>		
Interest Earned	108.75	
Component Contributions	-	
Transfers from Other funds	-	
Donations	-	
Miscellaneous Funds	-	
<b>TOTAL RECEIPTS</b>	108.75	108.75
<b>DISBURSEMENTS</b>		
Warrants	382,326.45	
Scholarships	-	
Transfers to Other Funds	-	
Miscellaneous Disbursements	-	
<b>TOTAL DISBURSEMENTS</b>	382,326.45	(382,326.45)
<b>ENDING CASH ON HAND:</b>		64,189.52
	B4 SCIENCE	(11,247.13)
	GIFT FUND SAVINGS	75,436.65
		64,189.52

	<b>CAPITAL FUND</b>	
		1,979,199.89
	6,949.02	
	-	
	-	
	-	
	-	
	6,949.02	6,949.02
	(5,940.00)	
	-	
	-	
	-	
	(5,940.00)	5,940.00
		1,992,088.91
	CAPITAL FUND CHECKING	481,435.12
	CAPITAL FUND INVESTMENTS	1,510,653.79
		1,992,088.91

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



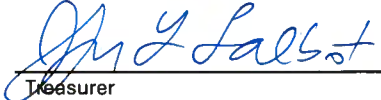
	<b>Rochester Area School Health Plan I</b>	<b>Rochester Area School Health Plan II</b>	<b>Rochester Area School Workers' Comp Plan</b>	<b>Wayne Finger Lakes Workers' Comp Plan</b>	<b>TOTAL CUSTODIAL</b>
<b>BEGINNING CASH ON HAND</b>	14,780,504.10	124,857,849.61	33,911,938.63	264,178.41	173,814,470.75
<b>RECEIPTS:</b>					
Interest Earned	52,015.46	224,348.29	62,152.67	-	
Contributions	1,852,135.00	38,518,743.61	200,821.50	235,821.59	
Miscellaneous Funds	588.60	-	44,035.42	21,520.48	
<b>TOTAL RECEIPTS</b>	<b>1,904,739.06</b>	<b>38,743,091.90</b>	<b>307,009.59</b>	<b>257,342.07</b>	<b>41,212,182.62</b>
<b>DISBURSEMENTS</b>					
Claims	1,534,862.14	20,158,755.80	365,804.74	152,304.48	
Admin and Other Disbursements	95,002.86	747,894.32	-	-	
<b>TOTAL DISBURSEMENTS</b>	<b>1,629,865.00</b>	<b>20,906,650.12</b>	<b>365,804.74</b>	<b>152,304.48</b>	<b>(23,054,624.34)</b>
<b>ENDING CASH ON HAND:</b>	<b>15,055,378.16</b>	<b>142,694,291.39</b>	<b>33,853,143.48</b>	<b>369,216.00</b>	<b>191,972,029.03</b>
RASHP I CHECKING	3,570,284.09				3,570,284.09
RASHP I SAVINGS / INVESTMENTS	4,359,693.45				4,359,693.45
RASHP II CHECKING		29,307,148.21			29,307,148.21
RASHP II SAVINGS / INVESTMENTS		60,709,802.75			60,709,802.75
RASWC CHECKING			5,580,301.60		5,580,301.60
RASWC SAVINGS / INVESTMENTS			16,090,528.81		16,090,528.81
WFL WC CHECKING				369,216.00	369,216.00
TREASURY INVESTMENTS	7,125,400.62	52,677,340.43	12,182,313.07		71,985,054.12
<b>TOTAL CASH</b>	<b>15,055,378.16</b>	<b>142,694,291.39</b>	<b>33,853,143.48</b>	<b>369,216.00</b>	<b>191,972,029.03</b>

Collateral Analysis	M&T Bank	Five Star Bank	Chase Bank
Bank Totals	40,498,111.69	80,095,855.35	9,126,606.40
<i>Collateral:</i>			
FDIC	500,000.00	250,000.00	250,000.00
Additional FDIC through CD Option	-	65,010,477.86	-
Collateral held by Bank	-	-	9,258,722.40
Collateral held by Third Party	40,269,475.42	15,372,145.27	-
	<u>40,769,475.42</u>	<u>80,632,623.13</u>	<u>9,508,722.40</u>
Over / (Under) Collateralized	271,363.73	536,767.78	382,116.00

Treasurer's Notes:

We received another \$194,938 in FEMA aid from COVID.  
Capital fund warrants show a negative as expenses paid in prior months were reclassified as General fund expenses.

This is to certify that I have received these balances:

 _____ District Clerk	 _____ Assistant Superintendent for Finance and Operations	 _____ Treasurer
<u>5/3/2023</u> Date	<u>5/1/23</u> Date	<u>4/17/23</u> Date

# MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 04/30/2023

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
<b>0 Administration</b>							
100 SALARIES		1,221,019.00	65,010.00	1,286,029.00	1,094,906.76	195,072.59	-3,950.35
200 EQUIPMENT		15,650.00	56,458.00	72,108.00	63,155.73	0.00	8,952.27
300 SUPPLIES		16,450.00	-1,448.43	15,001.57	12,945.74	6,053.13	-3,997.30
400 CONTRACTUAL		400,609.00	100,099.57	500,708.57	380,754.61	85,174.79	34,779.17
470 Rental of Facilities		2,370,568.00	0.00	2,370,568.00	1,965,730.18	34,043.12	370,794.70
700 INTEREST ON REVENUE NOTES		4,000.00	-2,000.00	2,000.00	0.00	0.00	2,000.00
800 EMPLOYEE BENEFITS		608,158.00	-46,198.00	561,960.00	444,434.81	86,997.02	30,528.17
899 Oth Post Retirement Benft		6,066,488.00	-143,655.00	5,922,833.00	4,315,362.46	189,520.93	1,417,949.61
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	7,632.55	278,786.55	273,256.55	0.00	5,530.00
<b>Subtotal of 0 Administration</b>		<b>11,843,933.00</b>	<b>35,898.69</b>	<b>11,879,831.69</b>	<b>9,420,383.84</b>	<b>596,861.58</b>	<b>1,862,586.27</b>
<b>1 Career Education</b>							
100 SALARIES		4,484,827.00	-98,609.00	4,386,218.00	3,312,361.62	1,050,561.71	23,294.67
200 EQUIPMENT		105,000.00	408,077.37	513,077.37	338,218.92	170,765.00	4,093.45
300 SUPPLIES		415,750.00	110,597.02	526,347.02	448,202.58	58,185.67	19,958.77
400 CONTRACTUAL		309,250.00	311,060.24	620,310.24	520,606.91	91,100.51	8,602.82
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	-418,442.90	1,866,470.10	1,325,252.88	372,096.09	169,121.13
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	-9,563.53	-9,563.53	-4,033.53	0.00	-5,530.00
990 TRANS CREDTS FR OTHER FUND		-6,750.00	-752.00	-7,502.00	-7,502.00	0.00	0.00
<b>Subtotal of 1 Career Education</b>		<b>9,639,367.51</b>	<b>322,495.97</b>	<b>9,961,863.48</b>	<b>7,994,687.76</b>	<b>1,742,708.98</b>	<b>224,466.74</b>
<b>2 Special Education</b>							
100 SALARIES		6,331,556.00	116,730.37	6,448,286.37	4,500,931.03	1,570,739.68	376,615.66
200 EQUIPMENT		148,071.00	-12,988.65	135,082.35	32,986.82	27,276.68	74,818.85
300 SUPPLIES		68,333.00	19,329.82	87,662.82	38,805.28	19,179.13	29,678.41
400 CONTRACTUAL		1,174,556.00	-171,050.23	1,003,505.77	579,008.31	80,690.87	343,806.59
490 SCH DIST AND OTHER BOCES		5,486,216.52	672,495.89	6,158,712.41	4,863,965.38	1,789.17	1,292,957.86
800 EMPLOYEE BENEFITS		3,606,135.00	129,667.94	3,735,802.94	2,598,616.03	702,661.57	434,525.34
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	38,050.26	15,781,047.26	15,781,047.26	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-187,595.00	-39,327.84	-226,922.84	-226,922.84	0.00	0.00
<b>Subtotal of 2 Special Education</b>		<b>32,785,292.52</b>	<b>752,907.56</b>	<b>33,538,200.08</b>	<b>28,583,460.27</b>	<b>2,402,337.10</b>	<b>2,552,402.71</b>
<b>3 Itinerent Services</b>							
100 SALARIES		12,272,957.00	-204,679.32	12,068,277.68	7,959,817.87	2,930,408.53	1,178,051.28
200 EQUIPMENT		116,420.00	3,040.00	119,460.00	10,513.88	7,298.00	101,648.12
300 SUPPLIES		97,307.00	-3,546.82	93,760.18	19,642.22	5,345.81	68,772.15

# MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 04/30/2023

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	-221,083.22	961,963.78	114,934.25	81,798.82	765,230.71
490 SCH DIST AND OTHER BOCES		651,205.39	-521,436.76	129,768.63	95,179.39	0.00	34,589.24
800 EMPLOYEE BENEFITS		6,525,938.00	-461,504.43	6,064,433.57	3,918,156.19	1,169,546.83	976,730.55
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
<b>Subtotal of 3 Itinerent Services</b>		<b>10,947,553.39</b>	<b>-1,405,046.30</b>	<b>9,542,507.09</b>	<b>2,223,087.05</b>	<b>4,194,397.99</b>	<b>3,125,022.05</b>
<b>4 General Instruction</b>							
100 SALARIES		1,823,548.00	13,466.72	1,837,014.72	1,639,145.55	265,073.32	-67,204.15
200 EQUIPMENT		5,100.00	1,837.00	6,937.00	254.00	1,109.00	5,574.00
300 SUPPLIES		10,850.00	9,754.21	20,604.21	7,540.90	3,212.21	9,851.10
400 CONTRACTUAL		691,688.00	862,331.23	1,554,019.23	693,337.47	365,578.58	495,103.18
490 SCH DIST AND OTHER BOCES		77,395.56	283,788.31	361,183.87	256,677.48	137.63	104,368.76
800 EMPLOYEE BENEFITS		640,205.00	-8,627.62	631,577.38	496,477.93	103,372.16	31,727.29
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
<b>Subtotal of 4 General Instruction</b>		<b>3,525,023.56</b>	<b>1,166,471.22</b>	<b>4,691,494.78</b>	<b>3,373,591.70</b>	<b>738,482.90</b>	<b>579,420.18</b>
<b>5 Instruction Support</b>							
100 SALARIES		5,863,168.00	118,119.78	5,981,287.78	4,406,449.91	1,102,182.63	472,655.24
200 EQUIPMENT		3,511,696.00	5,451,837.33	8,963,533.33	5,916,515.46	1,297,078.66	1,749,939.21
300 SUPPLIES		832,892.00	379,139.54	1,212,031.54	744,672.95	188,395.03	278,963.56
400 CONTRACTUAL		5,331,752.00	825,691.97	6,157,443.97	4,595,893.01	910,569.80	650,981.16
490 SCH DIST AND OTHER BOCES		617,369.02	317,403.40	934,772.42	727,185.87	0.00	207,586.55
800 EMPLOYEE BENEFITS		2,753,512.00	-4,654.62	2,748,857.38	1,819,493.68	536,012.36	393,351.34
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
<b>Subtotal of 5 Instruction Support</b>		<b>17,888,638.02</b>	<b>7,087,897.05</b>	<b>24,976,535.07</b>	<b>17,188,819.53</b>	<b>4,034,238.48</b>	<b>3,753,477.06</b>
<b>6 Other Services</b>							
100 SALARIES		2,451,251.00	39,202.60	2,490,453.60	1,924,384.08	355,336.52	210,733.00
200 EQUIPMENT		483,443.00	404,550.24	887,993.24	202,791.09	496,729.63	188,472.52
300 SUPPLIES		34,988.00	44,907.27	79,895.27	21,353.53	8,656.19	49,885.55
400 CONTRACTUAL		3,787,082.00	572,018.19	4,359,100.19	2,378,327.28	1,174,185.83	806,587.08
490 SCH DIST AND OTHER BOCES		7,861,542.01	2,500,698.83	10,362,240.84	9,346,879.65	0.00	1,015,361.19
800 EMPLOYEE BENEFITS		1,095,634.00	-32,293.55	1,063,340.45	715,687.86	174,527.38	173,125.21
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: 04/30/2023

**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 CRED FR SERVICE PROGR		-1,903,103.00	-5,081.42	-1,908,184.42	-1,908,184.42	0.00	0.00
990 TRANS CRED FR OTHER FUND		-115,726.00	21,594.57	-94,131.43	-92,901.43	0.00	-1,230.00
<b>Subtotal of 6 Other Services</b>		<b>13,942,918.01</b>	<b>3,548,210.89</b>	<b>17,491,128.90</b>	<b>12,838,758.80</b>	<b>2,209,435.55</b>	<b>2,442,934.55</b>
<b>7 Undefined</b>							
100 SALARIES		3,418,835.00	-27,274.58	3,391,560.42	2,779,808.83	515,150.12	96,601.47
200 EQUIPMENT		48,800.00	-28,390.95	20,409.05	19,807.10	524.93	77.02
300 SUPPLIES		233,680.00	21,965.34	255,645.34	190,071.52	61,164.29	4,409.53
400 CONTRACTUAL		1,853,869.00	90,737.26	1,944,606.26	1,703,276.67	271,431.92	-30,102.33
800 EMPLOYEE BENEFITS		1,638,322.00	-59,387.61	1,578,934.39	1,029,475.00	235,998.07	313,461.32
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 CRED FR SERVICE PROGR		-8,237,387.00	-13,718.96	-8,251,105.96	-8,251,105.96	0.00	0.00
990 TRANS CRED FR OTHER FUND		-1,074,130.00	0.00	-1,074,130.00	-1,074,130.00	0.00	0.00
<b>Subtotal of 7 Undefined</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,468,716.34</b>	<b>1,084,269.33</b>	<b>384,447.01</b>
<b>Total GENERAL FUND</b>		<b>100,572,726.01</b>	<b>11,508,835.08</b>	<b>112,081,561.09</b>	<b>80,154,072.61</b>	<b>17,002,731.91</b>	<b>14,924,756.57</b>

**Monroe 2 - Orleans BOGES**  
**Extra Class Report**  
**January 1, 2023 - March 31, 2023**

<b>Balance 1/01/2023</b>		<b>\$ 4,441.23</b>
<b>Add:</b>		
Deposit - Skills Conference		
Fundraiser - February		\$ 293.00
Memberships		\$ 1,020.00
Vending machine sales		\$ 92.00
Fundraiser - Meat sticks		\$ 1,003.00
Fundraiser - Vendor sale		\$ 8,441.50
Donation		\$ 1,000.00
Sweatshirts		\$ 1,960.00
Conference - Travel		\$ 3,015.00
<b>Total Receipts</b>		<b>\$ 16,824.50</b>
<b>Deduct:</b>		
<b>Checks 1027-1059</b>		
Conference related expenses		\$ 2,837.00
Fundraiser - Valentines Day		\$ 79.86
Sweatshirts		\$ 1,771.00
Skills Memberships		\$ 4,440.00
Misc - Party supplies		\$ 50.00
Fundraiser - meat sticks		\$ 708.00
Fundraiser - Vendor sale expenses		\$ 2,007.25
Annual NYS Sales Tax		\$ 677.24
Misc - expenses		\$ 250.75
Donations		\$ 105.00
<b>Total Deductions</b>		<b>\$ 12,926.10</b>
<b>Balance 3/31/2023</b>		<b>\$ 8,339.63</b>

7. Audit Committee - Resolution to Approve 2023-24 Audit Committee Members



8. Board Presentation – Medically Fragile Program Update, Department of Exceptional Children Director Barb Martorana and Supervisor Debi Walton

# **Medically Fragile 6:1:1 Classrooms**

**Monroe 2-Orleans BOCES**

**May 10, 2022**

# Student Population

- **A district-based program for students grades K-Transition with multiple and severe disabilities.**
- **Create dynamic learners who possess social awareness, confidence, and a belief in their ability to succeed through:**
  - **High quality opportunities**
  - **Communication and advocacy skills**
  - **Safe, inclusive, and nurturing school environments**
  - **Engaging families and communities in a network of support**

# **Classroom Locations**

**All school-age classrooms are located in district-based settings as follows:**

**Brockport Hill Elementary**

**Hilton Village Elementary**

**Brockport High School**

**Our Transition level classroom is located in Spencerport Village Plaza**

# A Day in the Life of...

- **\*Example of a high school student schedule that includes academics, specials, and therapy sessions.**
- **\*Various models of nursing support**

# Future Considerations...

- **\*Safety Considerations:**
  - **Learned a lot this year**
    - **Robocall, family contact, staff contact**
    - **To Go Bags**
    - **Detailed plans with buildings**
  
- **Inclusion Opportunities:**
  - **Mainstreaming**
  - **PUSH Theater**

## 9. Old Business

10. New Business

1. First Reading of Various Policies for Annual Review



## VARIOUS POLICY UPDATES CHART

### **ANNUAL REVIEW**

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

<b>POLICY NUMBER</b>	<b>RATIONALE</b>
1315.2 Audit Committee	Review
1437 Annual Meeting	Reviewed by Kelly Mutschler - no suggested changes.
1520 Professional Development for Board Members	Review
3120 Evaluation of the District Superintendent and Other Administrative Staff	Review
4210 Investments	Reviewed by Jen Talbot - no suggested changes.
4310 Purchasing	Reviewed by Wendy Vergamini - no suggested changes.
4320 BOCES Personal Property Accountability	Reviewed by Wendy Vergamini and Ray Miller - no suggested changes.
4540 Safety and Security	Reviewed by Doug Comanzo - no suggested changes.
6110 Comprehensive Student Attendance Policy	Reviewed by Barb Martorana and Jill Slavny - see changes regarding student absences on page 2.
6210 Student Conduct	Added "by the home district" in second paragraph.
6212 Student Discipline, Suspension and Corporal Punishment	Changed "he/she" to "the student" at page 1 for clarity.
6220 Alcohol, Drugs & Other Substances (Students)	Review

## VARIOUS POLICY UPDATES CHART

### *ANNUAL REVIEW*

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

<i>POLICY NUMBER</i>	<i>RATIONALE</i>
6462 Student Harassment and Bullying Prevention and Intervention (Dignity for All Students Act).	Changed "VADIR" to "SSEC" on page 5 for current practice.
7111 Drills and Bomb Threats	Reviewed by Doug Comanzo - no suggested changes.
7320 School Calendar/School Day	Review

**Monroe 2-Orleans BOCES Policy**  
**Series 1000 – By-Laws**  
**Policy # 1315.2 – AUDIT COMMITTEE**

An Audit Committee will be established annually and will consist of either:

- a) The Board as a whole; or
- b) A subcommittee of the Board; or
- c) An Advisory Committee. The members of an advisory committee may be Board and non-Board members or all non-Board members based on the Board opinion of what membership is advisable to provide accounting and auditing experience.

The Audit Committee shall consist of at least three (3) members who shall serve without compensation, but shall be reimbursed for any actual and necessary expenditures incurred in relation to attendance at meetings. The committee collectively should have knowledge in accounting, auditing, financial reporting, and school district finances. Persons other than Board members who serve on the Audit Committee cannot be: employees of BOCES, an individual who within the last two years provided or currently provides services or goods to the BOCES, or be an owner of or has a direct and material interest in a company providing goods or services to BOCES, or be a close or immediate family member of an employee, officer or contractor providing services for BOCES. Close family member is defined as parent, sibling or non-dependent child. Immediate family member is defined as spouse, spouse-equivalent or dependent, whether or not related. Members of the Audit Committee shall be deemed BOCES Officers, but shall not be required to be residents of the BOCES geographical area.

The role of the Audit Committee shall be advisory unless the Audit Committee consists of at least a quorum of Board members, and any recommendation it provides to the Board shall not substitute for any required review and acceptance by the Board.

The responsibilities of the Audit Committee include the following:

- a) Provide recommendations regarding the appointment of the External (Independent) Auditor for BOCES;
- b) Meet with the External (Independent) Auditor prior to commencement of the audit;
- c) Review and discuss with the External (Independent) Auditor any risk assessment of the BOCES' fiscal operations developed as part of the Auditor's responsibilities under governmental auditing standards for a financial statement audit and federal single audit standards if applicable;
- d) Receive and review the draft annual audit report and accompanying draft management letter and, working directly with the External (Independent) Auditor, assist the Board in interpreting such documents;
- e) Make a recommendation to the Board on accepting the annual audit report; and

**Monroe 2-Orleans BOCES Policy**  
**Series 1000 – By-Laws**  
**Policy # 1315.2 – AUDIT COMMITTEE**

- f) Review every corrective action plan developed by BOCES and assist the Board in its implementation.
- g) Assisting in the oversight of the Internal Audit Function including, but not limited to, providing recommendations regarding the appointment of the Internal Auditor;
- h) Reviewing significant findings and recommendations of the Internal Auditor;
- i) Monitoring BOCES implementation of such recommendations; and
- j) Participating in evaluating the performance of the Internal Audit Function.
- k) Annually report on the adequacy of the Audit Committee Charter.

The Audit Committee will hold regularly scheduled meetings, report to the Board no less than annually on its activities, develop a formal written charter to be provided to the Board for approval and will comply with the standards as enumerated by law and regulation in providing reports to the Board.

The Audit Committee may convene an Executive Session either pursuant to Public Officers Law Section 105 or pertaining to the following matters:

- a) To meet with the External (Independent) Auditor prior to commencement of the audit;
- b) To review and discuss with the External (Independent) Auditor any risk assessment of BOCES fiscal operations developed as part of the Auditor's responsibilities under governmental auditing standards for a financial statement audit and federal single audit standards if applicable; and
- c) To receive and review the draft annual audit report and accompanying draft management letter and, working directly with the External (Independent) Auditor, assist the Board in interpreting such documents.

Any Board member who is not a member of the Audit Committee may be allowed to attend an Audit Committee executive session if authorized by a Board resolution, however, if such Board member's attendance results in a quorum of the full Board, any action taken by formal vote may constitute official Board action.

**Monroe 2-Orleans BOCES Policy**  
**Series 1000 – By-Laws**  
**Policy # 1315.2 – AUDIT COMMITTEE**

**Policy References:**

Education Law Sections 21 16-c, and 3811-38 13 Public Officers Law Sections 105(b), 105(c) and 105(d) 8 New York Code of Rules and Regulations (NYCRR) Section 170.12(d)

Adopted: 06/21/06  
Revised: 11/15/06  
Revised: 5/12/10  
Reviewed: 9/15/10  
Reviewed: 8/17/11  
Revised: 5/9/12  
Revised: 5/15/2013  
Reviewed: 8/21/2013  
Reviewed: 5/14/2014  
Revised: 5/13/2015  
Reviewed: 6/15/2016  
Reviewed: 8/17/2016  
Reviewed: 5/10/2017  
Reviewed: 5/09/2018  
Reviewed: 5/15/2019  
Reviewed: 5/13/2020  
Reviewed: 5/12/2021  
Reviewed: 5/11/2022

**Monroe 2-Orleans BOCES Policy  
Series 1000 – By-Laws  
Policy #1437 – ANNUAL MEETING**

The Annual Meeting shall be held during the month of April, on or before April 15th, at such place and time as the Board President shall designate.

The meeting shall provide for:

- a) Introduction of candidates for election to the Board; and,
- b) Presentation of the tentative administrative, capital and program budgets.

The Clerk of the Board shall provide a notice of the date, time, and place of the Annual Meeting to each of the members of the boards of education, chief school administrators and clerks of each of the component school districts by email at least fourteen (14) days prior to the Annual Meeting. Hard copies of the Annual Meeting notice are mailed to each component superintendent, board president, and board vice president.

The Clerk of the Board shall also provide public notice by publishing notice in one (1) newspaper in general circulation in the BOCES area, over each week within the two (2) weeks preceding the meeting, with the first publication at least fourteen (14) days prior to the meeting.

Education Law Section 1950(4)(b)(4) and (4)(o)

Adopted: 07/13/99  
Revised: 9/15/10  
Revised: 6/15/11  
Revised: 5/9/12  
Revised: 5/15/13  
Revised: 8/21/13  
Reviewed: 5/14/14  
Reviewed: 5/13/2015  
Revised: 6/15/2016  
Reviewed: 8/17/2016  
Reviewed: 5/10/2017  
Reviewed: 5/09/2018  
Reviewed: 5/15/2019  
Reviewed: 5/13/2020  
Reviewed: 5/12/2021  
Reviewed: 5/11/2022

**Monroe 2-Orleans BOCES Policy**  
**Series 1000 – By-Laws**  
**Policy #1520 – PROFESSIONAL DEVELOPMENT FOR BOARD MEMBERS**

The members of the Board are encouraged to engage in a continuous learning process by participating in professional development activities which will help them perform their functions effectively.

These professional development activities may include participation at meetings, workshops, conferences and training programs sponsored by the State Education Department and/or school boards associations, so as to provide training needed by the Board members and to ensure that the needs and accomplishments of the BOCES are communicated to those organizations. Furthermore, participation in professional development activities may also include, but is not limited to, meetings, workshops, conferences and training programs sponsored by other groups and determined by the Board to be appropriate to the needs of its members.

Funds may be included for participation in programs conducted at the state or national level, as well as local and regional programs.

A calendar of school Board conferences, conventions and workshops shall be maintained by the Board Clerk. The Board will periodically decide which meetings appear to be most promising in terms of producing direct and indirect benefits to the BOCES.

When a conference, convention or workshop is not attended by the full Board, those who do participate will be requested to share information, recommendations, and materials acquired at the meeting.

See also Regulation 5210R.1 on reimbursement of travel expenses.

General Municipal Law Section 77-b and 77-c

Education Law Section 2118

Adopted: 07/13/99  
Reviewed: 06/17/09  
Revised: 05/12/10  
Revised: 9/15/10  
Revised: 6/15/11  
Revised: 5/9/12  
Revised: 5/15/13  
Revised: 8/21/13  
Reviewed: 5/14/14  
Reviewed: 5/13/2015  
Revised: 6/15/2016  
Reviewed: 8/17/2016  
Reviewed: 5/10/2017  
Reviewed: 5/09/2018  
Reviewed: 5/15/2019  
Reviewed: 5/13/2020  
Reviewed: 5/12/2021

**Monroe 2-Orleans BOCES Policy**

**Series 1000 – By-Laws**

**Policy #1520 – PROFESSIONAL DEVELOPMENT FOR BOARD MEMBERS**

Reviewed: 5/11/2022



**Monroe 2-Orleans BOCES Policy  
Series 3000 – Administration  
Policy #3120 – EVALUATION OF THE DISTRICT SUPERINTENDENT AND OTHER  
ADMINISTRATIVE STAFF**

**District Superintendent**

The Board shall conduct an annual evaluation on the performance of the District Superintendent, using procedures outlined in the contract between the District Superintendent and the Board.

**Other Administrative Staff**

The District Superintendent shall ensure an annual evaluation of all administrative personnel is completed.

The purpose of this evaluation is to:

- a) Determine the adequacy of administrative staffing;
- b) Improve administrative effectiveness;
- c) Encourage and promote self-evaluation by administrative personnel;
- d) Provide a basis for evaluative judgments by the District Superintendent and the Board.

8 New York Code of Rules and Regulations Section 100.2(o)

Adopted: 7/13/99  
Revised: 6/17/09  
Revised: 05/12/10  
Revised: 11/17/10  
Reviewed: 6/15/11  
Revised: 5/9/12  
Revised: 5/15/13  
Reviewed: 5/14/14  
Reviewed: 5/13/2015  
Reviewed: 6/15/2016  
Reviewed: 9/21/2016  
Reviewed: 5/10/2017  
Reviewed: 5/09/2018  
Reviewed: 5/15/2019  
Reviewed: 5/13/2020  
Reviewed: 5/12/2021  
Reviewed: 5/11/2022

**Monroe 2-Orleans BOCES Policy  
Series 4000 – Non-Instructional/Business Operations  
Policy #4210 - INVESTMENTS**

**Scope and Responsibility**

This investment policy applies to all moneys and other financial resources available for investment by the BOCES. The Assistant Superintendent for Finance and Operations shall be responsible for administration of this policy, and shall establish written compliance procedures (Administrative Regulations) in accordance with the provisions of Section 39 of the General Municipal Law. The Administrative Regulations shall be approved by the District Superintendent.

**Permitted Investments**

BOCES moneys not required for immediate expenditure may be invested for terms not to exceed its projected cash flow needs in investments and obligations approved by the Board. All investment obligations shall be payable or redeemable at the option of the Board within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the BOCES within two years of the date of purchase.

**Collateralizing of Investments**

All deposits of the BOCES, including certificates of deposit and special time deposits in excess of the amount insured under the provisions of the Federal Deposit Insurance Act, shall be secured by a pledge of eligible securities or an eligible surety bond. The terms and conditions of each form of collateralization shall be determined by the Treasurer in accordance with prudent investment and security standards.

**Standards for Written Agreements**

Eligible securities used for collateralizing deposits shall be held by a depository and/or a third party bank or trust company subject to security and/or custodial agreements. The Treasurer shall determine the standard for the provisions of each agreement which shall be sufficient to adequately protect the BOCES in accordance with General Municipal Law Section 10.

**Internal Controls**

All moneys collected by any officer or employee of the BOCES shall be transferred to the Treasurer who will be responsible for establishing and maintaining an internal control structure to provide reasonable assurance that deposits and investments are safeguarded against loss, and that transactions are properly authorized, executed and recorded.

**Purchase of Investments and Standards for Security and Custodial Agreements**

The Treasurer is authorized to contract for the purchase of investments either through a repurchase

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**Policy #4210 - INVESTMENTS**

agreement, by participation in a cooperative investment program, or by an ongoing investment program in accordance with this policy.

All purchased obligations, unless registered or inscribed in the name of the BOCES, shall be purchased through, delivered to and held in the custody of a bank or trust company pursuant to a written custodial agreement in accordance with the standards for written agreements of this policy. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the Treasurer, and shall be confirmed in writing to the BOCES.

**Diversification of Investments**

The BOCES deposits and investments shall be diversified when appropriate by types of investment, by financial institutions approved by the BOCES, and maturity scheduling.

**Standards for Authorized Financial Institutions**

The BOCES shall maintain a list of financial institutions approved for investment purposes, which shall be evaluated annually, and establish appropriate limits to the amount of investments which can be made with each financial institution. All financial institutions with which this BOCES conducts business must be credit worthy.

Adoption Date: 7/13/1999  
Reviewed: 2/18/2009  
Revised: 5/12/10  
Revised: 6/15/11  
Revised: 5/9/12  
Revised: 5/15/13  
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**Monroe 2-Orleans BOCES Policy**  
**Series 4000 – Non-Instructional/Business Operations**  
**Policy #4310 - PURCHASING**

The BOCES views purchasing as serving the educational program by providing necessary supplies, equipment and related services. Purchasing will be centralized in the business office under the general supervision of the Purchasing Agent, Wendy Vergamini, designated by the Board.

It is the goal of the BOCES to purchase competitively, without prejudice or favoritism, and to seek the maximum educational value for every dollar expended. Competitive bids and quotations shall be solicited in connection with purchases pursuant to law. The General Municipal Law requires that purchase contracts for materials, equipment and supplies involving an estimated annual expenditure exceeding \$20,000 and public work contracts involving an expenditure of more than \$35,000 will be awarded only after responsible bids have been received in response to a public advertisement soliciting formal bids. Similar procurement to be made in a fiscal year will be grouped together for the purpose of determining whether a particular item must be bid. Exception to the competitive bidding requirement includes procurement:

- a) Under certain Federal contracts
- b) Under NYS Office of General Services contracts
- c) Under Monroe County contracts
- d) Under other government agencies as provided in the ‘piggybacking law’ prerequisites
- e) For public emergencies
- f) From sole source suppliers
- g) From designated ‘Preferred Sources’ of state institutions
- h) For professional services
- i) For insurance
- j) For true leases
- k) For surplus or second-hand materials, supplies or equipment from other government agencies

Goods and services which are not required by law to be procured by BOCES through competitive bidding will be procured in a manner so as to ensure the prudent and economical use of public moneys, in the best interests of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances.

The BOCES purchasing activity will strive to meet the following objectives:

- a) To effectively supply all administrative units in the BOCES with needed materials, supplies, and contracted services;
- b) To obtain materials, supplies, and contracted services at the lowest prices possible consistent with the maximum quality and standards needed as determined by the Purchasing Agent in cooperation with the requisitioning authority. The educational welfare of the students is the foremost consideration in making any purchase;
- c) To ensure that all purchases fall within the framework of budgetary limitations and that they are consistent with the educational goals and programs of the BOCES;

**Monroe 2-Orleans BOCES Policy**  
**Series 4000 – Non-Instructional/Business Operations**  
**Policy #4310 - PURCHASING**

- d) To maintain an appropriate and comprehensive accounting and reporting system to record and document all purchasing transactions; and
- e) To ensure, through the use of proper internal controls, that loss and/or diversion of BOCES property is prevented.
- f) Preference in the purchase of instructional materials will be given to vendors who agree to provide materials in a usable alternative format (i.e., any medium or format other than a traditional print textbook, for presentation of instructional materials that is needed as an accommodation for each student with a disability, including students requiring Section 504 Accommodation Plans, enrolled in BOCES). Alternative formats include, but are not limited to, Braille, large print, open and closed captioned, audio, or an electronic file in an approved format as defined in Commissioner's Regulations.

Opportunities shall be provided to all responsible suppliers to do business with BOCES. Suppliers whose place of business is situated within the supervisory district may be given preferential consideration only when bids or quotations on an item or service are identical as to price, quality and other factors. Purchases will be made through available cooperative bids or State contracts of the Office of General Services whenever such purchases are in the best interests of the BOCES. In addition, the BOCES will make purchases from correctional institutions and severely disabled persons through charitable or non-profit-making agencies, as provided by law.

BOCES may award a purchase contract using the best value method (as defined in New York State Finance Law) to a responsible and responsive bidder but not necessarily to the lowest bidder.

BOCES will provide justification and documentation of any contract awarded to a bidder other than the lowest responsible dollar bidder, setting forth the reasons why such award is in the best interests of the BOCES and otherwise furthers the purposes of section 104-b of the General Municipal Law.

BOCES has developed a plan to ensure that all instructional materials to be used in the BOCES are available in a usable alternative format for each student with a disability, including students requiring Section 504 Accommodation Plans, in accordance with his or her educational needs and course selection, at the same time as such instructional materials are available to non-disabled students. The BOCES Plan shall include those provisions mandated by Education Law and Commissioner's Regulations.

The Purchasing Agent will not be required to secure alternative proposals, bids, or quotations for:

- a) Emergencies where time is a crucial factor;
- b) Procurement for which there is no possibility of competition (sole source items);
- c) Procurement of professional services, which, because of the confidential nature of the services, do not lend themselves to procurement through solicitation; or
- d) Procurement of less than \$500 when solicitations of competition would not be cost-effective.

The Assistant Superintendent for Finance and Operations with the assistance of the Purchasing Agent, shall be responsible for the establishment, updating and implementation of the procedures and standard forms for use in all purchasing and related activities. Such procedures shall comply with all applicable laws and regulations of the State and the Commissioner of Education.

**Monroe 2-Orleans BOCES Policy**  
**Series 4000 – Non-Instructional/Business Operations**  
**Policy #4310 - PURCHASING**

No Board member, officer or employee of the BOCES shall have an interest in any contract entered into by the Board, as provided in Article 18 of the General Municipal Law. Any Board member, officer or employee who has or acquires an interest in any actual or proposed contract with the BOCES shall publicly disclose the nature and extent of such in writing. This written disclosure will be kept in the file.

**Federally Funded Awards**

Additionally, no Board member, officer or employee may participate in the selection, award, or administration of a contract supported by a Federal award if there is a real or apparent conflict of interest. Such a conflict of interest would arise when the Board member, officer or employee, or any member of his or her immediate family, partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The Board members, officers, or employees can neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or subcontractors. Disciplinary actions could be applied for violations of such standards.

Comments will be solicited from those administrators involved in the procurement process before enactment of BOCES' policies and procedures regarding purchasing and from time to time thereafter. The policies must then be adopted by Board resolution. All BOCES' policies regarding the procurement processes will be reviewed by the Board at least annually.

The unintentional failure to fully comply with the provisions of Section 104-b of the General Municipal Law or BOCES' policies regarding procurement will not be grounds to void action taken or give rise to a cause of action against BOCES or any officer or employee of BOCES.

General Municipal Law Article 5-A  
Education Law Sections 305(14)  
8 New York Code of Rules and Regulations  
(NYCRR) Section 170.2

Adopted: 9/17/2002  
Revised: 5/12/2010  
Revised: 7/7/2010  
Revised: 6/15/2011  
Reviewed: 9/21/2011  
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Revised: 5/15/2013  
Revised: 5/14/2014  
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Reviewed: 5/10/2017  
Revised: 5/09/2018  
Revised: 6/20/2018  
Reviewed: 5/15/2019  
Reviewed: 5/13/2020  
Revised: 5/12/2021  
Revised: 5/11/2022

**Monroe 2-Orleans BOCES Policy**  
**Series 4000 – Non-Instructional/Business Operations**  
**Policy #4320 – BOCES PERSONAL PROPERTY ACCOUNTABILITY**

In compliance with Education Law and Regulations of the Commissioner of Education, the BOCES has established and adopted the following policy, pertaining to the accountability, acquisition, sale and disposition of personal property.

For the purpose of this policy, the following definitions shall be used:

- a) **Personal property shall mean** all tangible personal property of the BOCES that is not consumable and has a useful life of one year or more including, but not limited to, equipment, supplies, parts, vehicles and materials, provided that such terms shall not include buildings or other real property or equipment which is permanently affixed to real property, or leases, notes or other written instruments.
- b) **Valuable personal property shall mean** personal property which has a unit resale value of \$500 or more, and equipment, supplies, parts of materials which are disposed of in lots having an aggregate resale value of \$500 or more.
- c) **Surplus personal property shall mean** personal property which has no known, immediate or currently foreseeable use to the BOCES.

**Acquisition of Personal Property by Purchase**

The acquisition of any and all personal property purchased with BOCES funds shall comply with all applicable laws on competitive bidding and procurement as prescribed in Board policy (#4310) and procedures.

**Acquisition of Personal Property by Gift**

- a) **Acceptance.** Only the Board may accept gifts of either money or merchandise, including surplus property, real property, and/or property donated by bequest or devise in a will or trust instrument, that in the view of the Board adds to the overall welfare of the board and is in accordance with law and is in the best interest of BOCES.
  - 1. The Board will not consider the acceptance of a gift until the offer is made in writing using BOCES' Form 4320F.1. Any gifts or grants donated and accepted will be by official action through Board resolution. BOCES may take possession of the gift but may not use the gift until accepted by the Board.
  - 2. The Board will safeguard the BOCES staff and students from commercial exploitation from special interest groups.
  - 3. The Board will not accept gifts that place unreasonable encumbrances on future boards or result in unreasonable, additional, or hidden costs.

**Monroe 2-Orleans BOCES Policy**  
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**Policy #4320 – BOCES PERSONAL PROPERTY ACCOUNTABILITY**

4. The Board will not accept a gift which constitutes a conflict of interest and/or gives the appearance of impropriety.
5. The Board is prohibited from making charitable donations/contributions.
6. An individual gift exceeding \$75.00 to BOCES employees will be returned.

**b) Accounting for Gifts**

1. All gifts shall be entered into the perpetual physical inventory of the BOCES in the same manner as purchased personal property and consistent with the provisions of subheading Perpetual Inventory below.
2. Gifts of money shall be annually accounted for under the trust and agency account in the bank designated by the Board.
3. Any property donated shall be for the use of BOCES and no employee shall benefit personally from such donations.
4. All gifts, grants, and/or bequests shall become the sole property of the BOCES.
5. It shall be the responsibility for the District Superintendent or his/her designee to have the value of the gift or donation established, when necessary, for BOCES tax purposes. 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.
6. All proposed gifts or donations shall be immediately brought to the attention of the appropriate Program Administrator of the service to which the contribution is made who may reject the gift thereby negating the need for Board review.
9. The Program Administrator shall be responsible to see that the gift or donation is appropriately used.
10. Gifts or donations made that are not specific to a program shall be brought to the attention of the District Superintendent or designee who will be responsible for applying the gift to a specific program.

**Perpetual Inventory**

- a) The Assistant Superintendent for Finance and Operations shall develop, in writing, the basic rules and regulations to be followed in maintaining the personal property records. Procedures employed shall comply with all applicable laws and requirements of the New York State Department of Audit and Control, which are issued pursuant to Section 36 of the General Municipal Law.



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**Series 4000 – Non-Instructional/Business Operations**  
**Policy #4320 – BOCES PERSONAL PROPERTY ACCOUNTABILITY**

1. The minimum standards to be considered for inclusion in the personal property record are as follows:
    - (a) The personal property must have significant value. Personal property valued at \$500.00 or more shall be included in the general personal property record.
    - (b) The personal property must have an estimated useful life of one year or more.
    - (c) The physical characteristics of the personal property are not appreciably affected by use or consumption.
  2. It shall be the responsibility of the Assistant Superintendent for Finance and Operations to assure that all new acquisitions, by purchase or gift, are entered into the perpetual inventory system.
- b) Inventory Records. The inventory record shall contain sufficient information to identify each item classified as personal property and include the following:
1. A sufficient description of the personal property.
  2. The class of the personal property (machinery, equipment, etc.).
  3. The year of acquisition of the personal property.
  4. The historical cost (the cost at acquisition) of the personal property. If unknown or a gift, the estimated value.
  5. The source of financing or acquisition (general fund, federal fund, gift, etc.).
- c) Physical Inventory. A physical inventory shall mean determining the actual existence, and condition, of real and personal property in the records by visually examining the property in question.
1. For valuable personal property with a resale unit value of more than \$100, a partial physical inventory shall be updated annually. All assets more than \$100 will be inventoried within a five-year cycle.

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**Disposition of Personal Property**

- a) Building administrators and support staff supervisors are responsible for identifying obsolete and surplus equipment and supplies within their area(s) of responsibility.

Periodically, but not less than once each year, a determination shall be made as to what equipment, supplies and/or materials are obsolete and cannot be salvaged or utilized effectively or economically by the BOCES.

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**Series 4000 – Non-Instructional/Business Operations**  
**Policy #4320 – BOCES PERSONAL PROPERTY ACCOUNTABILITY**

- b) Procedures for Disposition of Equipment, Supplies or Materials
1. All valuable personal property with the exception of recycled technology related equipment or software should be sold to only the highest bidder through competitive bidding or public auction. Personal property such as surplus or obsolete equipment, supplies or materials which have a unit or lot value of \$500 or less may be disposed of by the BOCES in a manner approved by the Assistant Superintendent for Finance and Operations.
  2. Any property whose market value would classify it as valuable personal property, but which is determined not to be marketable because it is damaged or in poor condition and has not been marketable after at least one prior attempt at competitive bidding or public auction, may be disposed of by the BOCES.
  3. Disposition of any personal property, even though it may have little or no marketable value, must be approved by the Assistant Superintendent for Finance and Operations.
  4. Prior to classifying as disposable, all items should be considered for reassignment to other locations within BOCES as needed or stored in a central location if they may have potential usefulness in the future.
  5. All sales of surplus and obsolete personal property shall be open to the public. Notice of the sale and/or requests for bids shall be made through advertisements in the local newspapers and other appropriate means to assure public awareness.
  6. Textbooks and/or supplies may lose their value to the educational program because of changes in the curriculum or they contain outdated material and/or are in poor condition. If no longer useful or usable, the procedures for disposal shall adhere to the following order of preference:
    - 1) Sale of textbooks. If reasonable attempts to dispose of surplus textbooks fail to produce monetary return to the BOCES; then
    - 2) Donation to charitable organizations; or
    - 3) Disposal as trash.

General Municipal Law Sections 51 and 800 et seq.

**Procedure for Accountability of Officers and Employees for Violating the Personal Property Policy**

- a) Penalty for violation. Any officer or employee who engages in the unauthorized use, theft or conversion of personal property belonging to the BOCES, or who otherwise violates this policy, shall be subject to removal from office, possible termination from employment, and/or such other discipline or penalties as authorized by law.

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**Policy #4320 – BOCES PERSONAL PROPERTY ACCOUNTABILITY**

- b) Complaints. Any complaint concerning an alleged violation of this policy shall be submitted in writing to the District Superintendent or designee. The District Superintendent or designee shall cause an investigation to be conducted and a report shall be filed in his or her office at the completion of the investigation. The District Superintendent or designee is responsible for and shall take such action as is necessary for the enforcement of this policy.
- c) Dissemination of policy. The District Superintendent or designee shall take such action as is necessary to communicate this policy.

**Review and Amendment of the Policy**

- a) Review. The Board shall review its policy on personal property accountability annually and make amendments it deems necessary.
- b) Amendments. The Board shall submit its amended policy, within 30 days of its adoption, to the Commissioner of Education for approval.

Education Law Sections 207 and 1950(18)  
8 New York Code of Rules and Regulations  
(NYCRR) Section 170.3

Refer also to 4320F.1 – Gifts and Donations.

Adopted: 7/13/1999  
Revised: 6/17/09  
Revised: 05/14/10  
Revised: 6/15/11  
Revised: 5/9/12  
Revised: 5/15/13  
Reviewed: 5/14/14  
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Revised: 2/15/2017  
Revised: 5/10/2017  
Reviewed: 5/09/2018  
Reviewed: 5/15/2019  
Revised: 5/13/2020  
Reviewed: 5/12/2021  
Revised: 5/11/2022

**Monroe 2-Orleans BOCES Policy  
Series 4000 – Non-Instructional/Business Operations  
Policy #4540 – SAFETY AND SECURITY**

The BOCES endeavors to provide a safe and secure environment to all those persons, students, staff and visitors, who lawfully enter upon BOCES property.

It shall be the responsibility of the District Superintendent/designee to establish and carry out written regulations which will:

- a) Identify those staff members who will be responsible for the effective administration of the regulations, required safety drills and inspections;
- b) Provide staff time and other necessary resources for the effective administration of the regulations;
- c) Establish periodic (at least annually) written review of the activities of the staff to insure compliance with applicable laws and regulations;
- d) Provide an on-going mechanism for the effective review of safety and security concerns of the staff, students and affected public;
- e) Provide for periodic reports to the Board (at least annually) regarding the significant aspects of safety and security of the BOCES.

Labor Law Section 27-a

Adopted: 7/13/1999  
Reviewed: 3/18/2009  
Revised: 5/12/2010  
Reviewed: 6/15/2011  
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Reviewed: 5/13/2015  
Reviewed: 6/15/2016  
Reviewed: 5/10/2017  
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**Monroe 2-Orleans BOCES Policy**  
**Series 6000 – Students**  
**Policy #6110 – COMPREHENSIVE STUDENT ATTENDANCE POLICY**

The Board has developed and will review annually, and, if necessary, revise this Student Attendance Policy to meet the following objectives:

- a) To increase school completion for all students;
- b) To raise student achievement and close gaps in student performance;
- c) To identify attendance patterns in order to design attendance improvement efforts;
- d) To know the whereabouts of every student for safety and other reasons;
- e) To verify that individual students are complying with education laws relating to compulsory attendance;
- f) To determine the average daily attendance for State aid purposes.

The Board directs the District Superintendent to develop written, detailed regulations to meet these objectives and to use the following strategies.

The BOCES will:

- a) Create and maintain a positive school culture by fostering a positive physical and psychological environment where the presence of strong adult role models encourages respectful and nurturing interactions between adults and students. This positive school culture is aimed at encouraging a high level of student bonding to the school, which in turn should lead to increased attendance.
- b) Develop a Comprehensive Student Attendance Policy based upon the recommendations of a multifaceted Policy Development Team that includes representation from the BOCES, administrators, teachers, students, parents and the community. The BOCES held a public hearing prior to the adoption of this collaboratively developed Comprehensive Student Attendance Policy.
- c) Maintain accurate recordkeeping via a Register of Attendance to record attendance, absence, tardiness or early departure of each student.
- d) Utilize data analysis systems for tracking individual student attendance and individual and group trends in student attendance problems, determination of Excused and Unexcused Absences, Tardiness and Early Departures.

Absences, tardiness and early departures will be considered excused or unexcused according to the following standards:

- a) Excused: An absence, tardiness or early departure may be excused if due to personal illness, illness or death in the family, impassable roads due to inclement weather as determined by the home district, religious observance, quarantine (unless the district is providing remote learning), required court

**Monroe 2-Orleans BOCES Policy****Series 6000 – Students****Policy #6110 – COMPREHENSIVE STUDENT ATTENDANCE POLICY**

appearances, attendance at health clinics, approved college visits, military obligations, educational trips, doctor appointments, home instruction due to extended illness, or other such reasons, as may be approved by the District Superintendent, or his/her designee.

b) Unexcused: An absence, tardiness or early departure is considered unexcused if the reason does not fall into any of the above categories, or is for any of the following, but not limited to, reasons: family vacation, hunting, babysitting, haircut, oversleeping, missing the bus, or student is not present for remote learning and no reason in (a) exists. Organized student skip days are not condoned by BOCES and will be considered an unexcused absence.

c) Tardiness: All students must be in class on time. Arriving after a scheduled class or remote learning class has begun requires a reason, which will determine whether the tardiness is excused or unexcused in a or b above.

d) Extended Illness: Students with an extended illness will be placed on home instruction by their home district when applicable, and the absence will be excused. A doctor's note explaining need for, dates of, and length of home tutoring must be submitted. The student must complete assigned work and missed work understanding some courses such as labs and/or electives cannot be achieved in a home instruction setting. Once the home instruction assignments are completed and approved by the teacher, the work will be reviewed and, as appropriate, the student may receive course credit by the home district.

~~Upon the student's return, all absences must be documented by a signed written note from the parent indicating the date, time and reason for the absence. For a student enrolled in a CTE program, the student absence can be documented either by a signed written note from the parent, or an email from the parent to CTE attendance at [www.monroe2boeces.org](http://www.monroe2boeces.org) indicating the date, time, and reason for the student's absence. All student absences to be considered excused must be communicated through either a signed written note from the parent/guardian or a phone call indicating the date, time, and reason for the student's absence or through an email. For a student enrolled in a CTE program, the student absence may be communicated to CTE through an email from the parent to CTE attendance at [cteattendance@monroe2boeces.org](mailto:cteattendance@monroe2boeces.org) indicating the date, time, and reason for the student's absence.~~

e) Chronic Absenteeism: Chronic absenteeism is defined as missing at least 10% of enrolled school days in a year for any reason, excused or unexcused. Chronic absenteeism differs from truancy because it emphasizes missed instructional time rather than unexcused absences. Missed instructional time can increase a student's risk for disengagement, low achievement, and dropping out, among other things.

Students who miss at least 5% of enrolled school days in a year are at risk of becoming chronically absent. In light of this, the BOCES will implement intervention strategies for students who miss 5% or more of the enrolled school days in a year.

**Student Attendance Recordkeeping/Data Collection**

The cumulative record of each student's presence, absence, tardiness and early departure shall be kept in a register of attendance. An absence, tardiness or early departure will be entered as "excused" or "unexcused" along with the code for the reason, on the record of attendance, as outlined in the administrative regulations. The record shall include the date a student withdraws or is dropped from enrollment, in accordance with Education Law §3202 (1-a). Attendance information at the conclusion

**Monroe 2-Orleans BOCES Policy****Series 6000 – Students****Policy #6110 – COMPREHENSIVE STUDENT ATTENDANCE POLICY**

of the class period or school day shall be compiled and provided to the designated attendance officer, who will enter the data in the register of attendance and verify by oath. Records of attendance shall be kept of each scheduled day of instruction during which school is closed for all or part of a day for extraordinary circumstances such as for adverse weather, impairment of heat, water problems, shortage of fuel, other school building damage, or other reasons, as approved by the Commissioner of Education.

Attendance shall be taken and recorded in accordance with the following:

- a) For students in non-departmentalized programs (i.e., self-contained classrooms and supervised group movement to other scheduled school activities such as physical education in the gym, assembly, etc.), such student's presence or absence shall be recorded after the taking of attendance at least once per school day, provided that students are not dismissed from school grounds during a lunch period. Where students are dismissed for lunch, their presence or absence shall also be recorded after the taking of attendance a second time upon the student's return from lunch. For purposes of Annual Professional Performance Review Plan and Teacher Student Data Linkages (TSDL) classroom attendance for all students in grades K-12 will be recorded on a subject by subject basis for Teacher of Record determinations.
- b) For students in grades nine through twelve or in departmentalized schools at any grade level (i.e., students pass individually to different classes throughout the day), each student's presence or absence shall be recorded after the taking of attendance in each period of scheduled instruction, or approved cooperative program.
- c) For remote instruction, attendance will be taken by visually seeing the student remotely through video, unless an extenuating circumstance exists which prevents the visual connection.

**Student Attendance/Course Credit**

The BOCES believes that classroom participation is related to and affects a student's performance and grasp of the subject matter and, as such, is properly reflected in a student's final grade. For purposes of this policy, classroom participation means that a student is in class and prepared to work.

Consequently, for each marking period and each program's needs and focus, a student's final grade may be based on classroom participation as well as the student's performance on homework, tests, papers, projects, and/or competencies etc., in accordance with the administrative regulations.

**Notice of Students who are Absent, Tardy or Depart Early Without Proper Excuse**

The annually designated staff member, or his/her designee, will notify the parent of a student's unexcused absence, departure or tardiness. This notification could include a copy and/or review of the attendance policy, description of credit and attendance and, if requested by the designated staff member, or parent, a conference with the child to address and review incentives and intervention.

**Attendance Incentives**

**Monroe 2-Orleans BOCES Policy**  
**Series 6000 – Students**  
**Policy #6110 – COMPREHENSIVE STUDENT ATTENDANCE POLICY**

In order to encourage student attendance, the BOCES honors and recognizes excellent school attendance through a variety of school activities. The program or building attendance committee, as part of their plan for interventions, will consider appropriate incentives and recognition to encourage attendance.

**Disciplinary Consequences**

Unexcused absences, tardiness and early departures may result in disciplinary sanctions as described in the BOCES or District's Code of Conduct. Parents will be notified of the current district policy, building procedures and interventions, and the specific attendance issue their child exhibited when sanctions are enforced.

Students may be prohibited from participating in the recognition ceremonies or related ceremony activities as a consequence of violating the BOCES' Code of Conduct.

**Intervention Strategy Process**

Each building or program will have an attendance committee, appointed by the building or program administrator. The committee will meet at least once per marking period to review student attendance and design intervention procedures.

**Appeal Process**

A parent may request a building level review of their child's attendance record.

**Building Review of Attendance Records**

The program administrator will work in conjunction with the attendance clerk and other designated staff in reviewing attendance records at the end of each term. This review is conducted to identify individual and group attendance patterns and to initiate appropriate action to address the problem of unexcused absences, tardiness and early departures.

**Community Awareness**

The Board directs the District Superintendent to ensure students, staff, parents and the community are aware of this policy and the administrative regulations.

Education Law Sections 3024, 3025, 3202, 3205, 3206, 3210, 3211, and 3213

8 New York Code of Rules and Regulations (NYCRR) Sections 104.1, 109.2 and 175.6

**Policy Cross References:**

» [6110R - Comprehensive Student Attendance](#)



**Monroe 2-Orleans BOCES Policy**  
**Series 6000 – Students**  
**Policy #6110 – COMPREHENSIVE STUDENT ATTENDANCE POLICY**

Adopted: 6/18/2002  
Revised: 10/21/2009  
Revised: 5/12/2010  
Revised: 6/15/2011  
Revised: 5/9/2012  
Revised: 8/15/2012  
Revised: 5/15/2013  
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Reviewed: 5/14/14  
Reviewed: 5/13/2015  
Reviewed: 8/19/2015  
Revised: 6/15/2016  
Reviewed: 5/10/2017  
Revised: 5/09/2018  
Revised: 5/15/2019  
Revised: 10/16/2019  
Revised: 5/13/2020  
Revised: 9/16/2020  
Revised: 5/12/2021  
Revised: 5/11/2022

*Revised:* \_\_\_\_\_

**Monroe 2-Orleans BOCES Policy**  
**Series 6000 – Students**  
**Policy #6210 – STUDENT CONDUCT**

Student conduct at BOCES is based on respect and consideration for the rights of others. Students shall have a right to receive annually, and have explained to them at the opening of school, a bill of rights and responsibilities which focuses upon positive student behavior as well as a discipline code for student behavior, setting forth prohibited student conduct and the range of penalties which may be imposed for violation of such code. Such penalties shall be appropriate to the seriousness of the offense and, where applicable, to the previous disciplinary record of the student. Any suspension from attendance upon instruction may be imposed only in accordance with Section 3214 of the Education Law. This written code will be available to all parents and a summary will be sent in writing to all parents, annually, and shall describe the roles of teachers, administrators, BOCES board members and parents in the enforcement process.

Each BOCES program will involve pupil service personnel, administrators, teachers, parents and students in the early identification and resolution of discipline problems, which may include a CSE review *by the home district* for the appropriateness of the education placement.

In order to implement a successful student conduct program, all BOCES staff will participate in professional learning.

This policy shall be reviewed by the Board on an annual basis and amended when appropriate. This policy shall be posted on the BOCES Website, and shall be available for review by any individual.

8 New York Code of Rules and Regulations (NYCRR) Section 100.2(l)

**Policy References:**

Refer also to Policies #6212 -- Student Discipline, Suspension, and Corporal Punishment -- and #7121 -- Discipline of Students With Disabilities.

Adopted: 7/13/1999  
Reviewed: 10/21/2009  
Reviewed: 05/12/2010  
Revised: 6/15/2011  
Revised: 5/9/2012  
Revised: 8/15/2012  
Revised: 5/15/2013  
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Reviewed: 5/13/2015  
Reviewed: 8/19/2015  
Revised: 6/15/2016  
Reviewed: 5/10/2017  
Revised: 5/09/2018  
Reviewed: 5/15/2019  
Revised: 5/13/2020  
Reviewed: 5/12/2021  
Reviewed: 5/11/2022

**Monroe 2-Orleans BOCES Policy**

**Series 6000 – Students**

**Policy #6212 – STUDENT DISCIPLINE, SUSPENSION AND CORPORAL PUNISHMENT**

All staff must constantly promote an honest and open communication system which involves students, parents/guardians, all other staff, and the community-at large. Such a system can result in a mutual understanding of the rights and responsibilities which belongs to each individual and a more pleasant and successful climate can be created.

Students are expected:

- a) To conform to standards of acceptable behavior as set forth by the BOCES;
- b) To obey regulations developed, approved and implemented at the schools where they are enrolled.

The purpose of disciplinary practices is to encourage the attainment of the following goals:

- a) Development of self-discipline;
- b) Development of personal responsibilities;
- c) Development of the ability to use individual freedom in a responsible manner;
- d) Maintenance of an environment conducive to learning;
- e) Protection of all individuals from verbal and/or physical abuse;
- f) Protection of personal and public property.

Written rules and regulations shall be developed, applied and communicated to all parties concerned.

**STUDENT SUSPENSION**

There are occasions, however, after all reasonable procedures having been exhausted, when the educational process may be better served by the suspension of a student.

A student (except that under no circumstance will a child in the pre-school aged program be disciplined or expelled) may be suspended from a BOCES program, or classroom under the following circumstances:

- a) If the student is insubordinate, and/or disruptive, and/or disorderly, and/or engages in conduct which otherwise endangers the safety, morals, health or welfare of others, and/or engages in disorderly or violent behavior while in attendance at a BOCES school or class, on or off school grounds, at a BOCES sponsored event, and/or en route to or from such a school in a vehicle operated by or on behalf of BOCES.

Authority to suspend a student shall be vested in each of the following:

- a) The Executive Principal, Principal, and/or the Program Supervisor or Administrator who acts as Principal (“Acting Principal”) of the program where the student attends if authorized by the BOCES; provided that any such suspension shall not exceed five school days.

**Monroe 2-Orleans BOCES Policy**

**Series 6000 – Students**

**Policy #6212 – STUDENT DISCIPLINE, SUSPENSION AND CORPORAL PUNISHMENT**

b) The local Superintendent of Schools.

c) The District Superintendent.

Whenever a student is suspended, the procedures employed shall be consistent with the provisions of Education Law and the Regulations of the Commissioner.

**CORPORAL PUNISHMENT**

The use of corporal punishment is strictly prohibited. Administrative regulations will further detail the process for discipline, suspension, and corporal punishment.

Education Law Section 3214(3)

8 New York Code of Rules and Regulations (NYCRR) Section 100.2(l)

**Policy References:**

Refer also to Policies #6210 -- Student Conduct and #7121 -- Discipline of Students With Disabilities.

Adopted: 7/13/1999  
Revised: 10/21/2009  
Revised: 05/12/2010  
Revised: 6/15/2011  
Revised: 5/9/2012  
Revised: 8/15/2012  
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Revised: 5/10/2017  
Revised: 5/09/2018  
Revised: 5/15/2019  
Reviewed: 5/13/2020  
Revised: 5/12/2021  
Revised: 5/11/2022

**Monroe 2-Orleans BOCES Policy**

**Series 6000 – Students**

**Policy #6220 – ALCOHOL, DRUGS AND OTHER SUBSTANCES (STUDENTS)**

**Prohibited Conduct**

The Board recognizes that the misuse of alcohol (in any form including powdered), tobacco, electronic cigarettes (e-cigarettes), vaporizers, illegal drugs, drug paraphernalia, illegal substances, substances that mimic the effect of illegal substances, counterfeit and designer drugs,-look-alike drugs, over-the-counter drugs, prescription drugs, vitamins, supplements, herbs, and other similar substances is a serious problem with legal, physical, emotional, and social implications for students, as well as the entire community. Therefore, the consumption, sharing, selling, use, and/or possession, distributing, exchanging, manufacturing, or under the influence of or appear under the influence of these and similar substances, as well as tobacco products and drug paraphernalia are prohibited in accordance with law and regulation, Code of Conduct, and/or other similar documents.

Students are not permitted to be under the influence of alcohol, drugs, or other prohibited substances as referenced above, on BOCES grounds or at BOCES-sponsored events.

**Disciplinary Measures**

Students will be disciplined in accordance with policy, the Code of Conduct, and/or similar documents for the violating of the above-prohibited conduct.

**Supportive Programs**

Activities and programs will be developed to support healthy, safe and drug-free environments and may include drug and violence prevention programs, education programs, professional development programs, early identification of mental health symptoms, mental health services partnerships, prevent counseling and mentoring to children at risk, nutritional education, relationship building skills, high quality training for support personnel and implement positive behavioral interventions and supports.

Adopted: 7/13/1999

Revised: 10/21/2009

Revised: 05/12/2010

Reviewed: 6/15/11

Revised: 5/9/2012

Revised: 8/15/2012

Revised: 5/15/2013

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Revised: 5/09/2018

Revised: 5/15/2019

Revised: 10/16/2019

Revised: 5/13/2020

Revised: 5/12/2021

Reviewed: 5/11/2022

**Monroe 2-Orleans BOCES Policy****Series 6000 – Students****Policy #6462 – STUDENT HARASSMENT AND BULLYING PREVENTION AND INTERVENTION (DIGNITY FOR ALL STUDENTS ACT)**

The Board is committed to providing an educational and working environment that promotes respect, dignity and equality. The Board recognizes that discrimination, such as harassment, hazing and bullying is detrimental to student learning and achievement. These behaviors interfere with the mission of the BOCES to educate its students and disrupt the operation of the schools/program. Such behavior affects not only the students who are its targets but also those individuals who participate and witness such acts.

To this end, the Board condemns and strictly prohibits all forms of discrimination, such as harassment, hazing and bullying on BOCES owned or leased grounds, school buses and at all BOCES-sponsored activities, programs, work study locations, and events. Discrimination, harassment, hazing or bullying that takes place at locations outside of BOCES which can be reasonably expected to materially and substantially interfere with the operation of the school or program or impinge on the rights of a student or students is prohibited, and may be subject to disciplinary consequences.

**Definitions****Discrimination**

Discrimination is the act of denying rights, benefits, equitable treatment or access to programs and/or facilities available to all others, to an individual or group of people because of the group, class or category to which that person belongs (as enumerated in the Definitions section, under Harassment, below).

**Hazing**

Hazing is an induction, initiation or membership process involving harassment which produces public humiliation, physical or emotional discomfort, bodily injury or public ridicule or creates a situation where public humiliation, physical or emotional discomfort, bodily injury or public ridicule is likely to occur.

**Harassment or Bullying**

Harassment or bullying has been defined in various ways in federal and state law and regulation. The Board recognizes that these definitions are important standards, but the Board's goal is to prevent misbehavior from escalating in order to promote a positive school environment and to limit liability. The Dignity for All Students Act defines harassment or bullying as:

- the creation of a hostile environment by conduct or by threats, intimidation or abuse including cyberbullying that either has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional and/or physical well-being; including conduct, threats, intimidation, or abuse that reasonably causes or would reasonably be expected to cause emotional harm; or
- reasonably causes or would reasonably be expected to cause physical injury to a student or to cause a student to fear for his or her physical safety; or

**Monroe 2-Orleans BOCES Policy**

**Series 6000 – Students**

**Policy #6462 – STUDENT HARASSMENT AND BULLYING PREVENTION AND INTERVENTION (DIGNITY FOR ALL STUDENTS ACT)**

- occurs off school property where such act creates or would reasonably 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; or
- occurs on BOCES owned or leased property or at a school function, wherever located.

Acts of harassment and/or bullying shall include but not be limited to those acts based on a person's actual or perceived:

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

The term threats, intimidation, or abuse shall include verbal and non-verbal actions. In some instances, bullying or harassment may constitute a violation of an individual's civil rights. The BOCES is mindful of its responsibilities under the law and in accordance with its policy regarding civil rights protections.

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.

**Cyberbullying**

Harassment or bullying through any form of electronic communication.

NOTE: When the term "bullying" is used throughout this policy it refers collectively to discrimination, harassment, bullying, and hazing.

**Prevention**

The school setting provides an opportunity to teach students, and emphasize among staff, that cooperation with and respect for others is a key BOCES value. A program geared to prevention is designed to not only decrease incidents of bullying but to help students build more supportive relationships with one another by integrating the bullying prevention program into classroom instruction.

**Monroe 2-Orleans BOCES Policy****Series 6000 – Students****Policy #6462 – STUDENT HARASSMENT AND BULLYING PREVENTION AND INTERVENTION (DIGNITY FOR ALL STUDENTS ACT)**

Staff members and students will be sensitized, through district-wide professional development and instruction, to the warning signs of bullying, as well as to their responsibility to become actively involved in the prevention of bullying before overt acts occur.

In order to implement this program the Board will designate at its annual reorganizational meeting a BOCES-wide Dignity for All Students Act (DASA) Coordinator and School Level DASA Coordinators. The role of the BOCES-wide DASA Coordinator is to coordinate, implement, review trends, and report as required and enforce this policy. The BOCES-wide DASA Coordinator and School Level DASA coordinator's roles will include reporting, investigating, remedying and tracking allegations of bullying.

**Intervention**

Intervention is an important step in preventing escalation and resolving issues at the earliest stages. Intervention will emphasize education and skill-building.

Successful intervention may involve remediation. Remedial responses to bullying and harassment include measures designed to correct the problem behavior, prevent another occurrence of the behavior and protect the target. Remediation may be targeted to the individual(s) involved in the bullying behavior or environmental approaches which are targeted to the school or BOCES as a whole.

In addition, intervention will focus upon the safety of the target. Staff is expected, when aware of bullying, to either refer the student to designated resources for assistance, or to intervene in accordance with this policy and regulation.

**Provisions for students who don't feel safe at school**

The Board acknowledges that intervention may require a specific coordinated approach if the student does not feel safe at school. Students who do not feel safe at school are limited in their capacity to learn and reach their academic potential. Staff, when aware of bullying, should determine what is needed in order to help ensure the safety of the student and bring this to the attention of the principal/program administrator. The principal/program administrator, other appropriate staff, the student and the student's parent(s)/guardian will work together to define and implement any needed accommodations.

The BOCES recognizes that there is a need to balance what is essential to enhance student safety against the potential to further stigmatize the targeted student. Therefore, each case will be handled individually, and the student, parent/guardian, and school administration will collaborate to establish safety provisions that best meet the needs of the targeted student. Follow-up discussion and/or meetings will be scheduled, as needed, to ensure that safety concerns have been adequately addressed and to determine when and if accommodations need to be changed or discontinued.



**Monroe 2-Orleans BOCES Policy**  
**Series 6000 – Students**  
**Policy #6462 – STUDENT HARASSMENT AND BULLYING PREVENTION AND INTERVENTION (DIGNITY FOR ALL STUDENTS ACT)**

**Training**

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

**Reporting and Investigation**

The BOCES cannot effectively address bullying if incidents are not reported. Students who have been bullied, parents whose children have been bullied and staff or others who have knowledge of or who observe bullying behavior are expected to make a verbal and/or written complaint to any BOCES personnel in accordance with the training provided. Principal/program administrator is the staff member responsible to receive reports. Supervisors will refer the information to appropriate BOCES staff for investigation as designated in regulation. A BOCES employee may be deemed to have permitted unlawful discrimination or harassment if he/she fails to report an observed incident, whether or not the student complains. A BOCES employee who receives an oral or written report or observes discrimination, harassment, or bullying must promptly notify the principal/program administrator orally not later than one day after they receive a report or observe the behavior, and must file a written report with principal/program administrator not later than two school days after making the oral report. At all times, complaints will be documented, tracked and handled in accordance with the regulations and procedures accompanying this policy, or, the BOCES' Code of Conduct. If a staff person is unsure of the reporting procedure, he/she is expected to inquire about how to proceed by speaking with their supervisor.

The results of the investigation shall be reported back to both the complainant and the accused in accordance with the accompanying regulation. If either of the parties disagrees with the results of the investigation, he/she can appeal the findings in accordance with the regulations.

**Disciplinary Consequences/Remediation**

While the focus of this policy is on prevention, bullying acts may still occur. In these cases, offenders will be given the clear message that their actions are wrong and the behavior must discontinue. Student offenders will receive in-school guidance in making positive choices in their relationships with others. If appropriate, disciplinary action will be taken by the administration in accordance with the Code of Conduct, as applicable. If the behavior rises to the level of criminal activity, law enforcement will be contacted.

Consequences for a student who commits an act of bullying shall be unique to the individual incident and will vary in method and severity according to the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors, and must be consistent with the Code of Conduct.

**Monroe 2-Orleans BOCES Policy****Series 6000 – Students****Policy #6462 – STUDENT HARASSMENT AND BULLYING PREVENTION AND INTERVENTION (DIGNITY FOR ALL STUDENTS ACT)****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/or BOCES policies, who have acted reasonably and in good faith, have the right to be free from retaliation of any kind by any student or employee and has civil immunity.

**Dissemination, Monitoring, Review, and Reporting**

This policy, or a plain language summary, shall be published in student registration materials, student, parent and employee handbooks, and posted on the BOCES' website. Annually all BOCES employees, parents, and students will receive a copy of the policy or plain language summary. The full policy is posted on the Internet; a copy will be provided upon request. A complaint form will be available on the BOCES' website. The website with this policy will be regularly updated.

Each year this policy will be reviewed to assess its effectiveness and compliance with state and federal law.

BOCES will report to New York State Education Department on or before the BEDS reporting deadline or on a date determined by the Commissioner and on a form prescribed by the Commissioner a material incident of harassment, bullying, or discrimination that was the result of the investigation of a written or oral complaint or an incident directly observed by an employee. The report will include information such as the type of bias involved, type of incident, location, whether the incident involved physical or verbal conduct, including cyberbullying, whether the incident stemmed from employee or student behavior. This data will not be counted in the School Violence Index.

A material incident of harassment, bullying and/or discrimination means a single verified incident or a series of related verified incidents where a student is subjected to harassment, bullying and/or discrimination by a student and/or employee on BOCES property or at a BOCES function and is subject to an oral or written complaint to the District Superintendent, principal, program administrator or their designee, or other school employee; and shall mean a verified incident or series of related verified incidents of harassment or bullying that occur off BOCES property and is subject to an oral or written complaint to the District Superintendent, principal, program administrator or their designee, or other school employee.

The District Superintendent will receive a regular report (once per school year and in a manner of BOCES choosing) from the building specific principal/program administrator on data and trends related to discrimination, harassment, and bullying.

The BOCES Board will receive the annual ~~VADIR~~ *SSEC (School Safety Educational Climate)* report, for each building and for the BOCES as a whole, with particular attention to the trends in the incidence of bullying. Based on the review of the data, the Board may consider further action, including but not limited to modification of this policy and additional training.

The BOCES will ensure that reporting of information to the public will be in a manner that complies with student privacy rights under the Family Educational Rights and Privacy Act (FERPA).

**Monroe 2-Orleans BOCES Policy**  
**Series 6000 – Students**  
**Policy #6462 – STUDENT HARASSMENT AND BULLYING PREVENTION AND INTERVENTION (DIGNITY FOR ALL STUDENTS ACT)**

BOCES recognizes allegations under this policy may also be a violation of the sexual harassment policy, see Policy 6440.

Ref: Dignity for All Students Act, Education Law, §10 – 18  
 Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*  
 Title VI, Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*  
 Title, VII, Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.*; 34 CFR §100 *et seq.*  
 Title IX, Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*  
 §504, Rehabilitation Act of 1973, 29 U.S.C. §794  
 Individuals with Disabilities Education Law, 20 U.S.C. §§1400 *et seq.*  
 Executive Law §290 *et seq.* (New York State Human Rights Law)  
 Executive Law §§313(3), 3201, 3201-a  
*Tinker v. DesMoines Independent Community School Dist.*, 393 US 503, (1969) *Davis v. Monroe County Board of Education*, 526 U.S. 629 (1999)  
*Gebser v. Lago Vista Independent School District*, 524 U.S., 274 (1998)  
*Faragher v. City of Boca Raton*, 524 U.S. 775 (1998)  
*Burlington Industries v. Ellerth*, 524 U.S. 742 (1998)  
*Oncale v. Sundowner Offshore Services, Inc.*, 523 .S. 75 (1998)  
*Franklin v. Gwinnett County Public Schools*, 503 U.S. 60 (1992)  
*Meritor Savings Bank, FSB v. Vinson*, 477 U.S. 57 (1986)

Adopted: 6/20/2012  
 Revised: 5/15/2013  
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 Reviewed: 8/19/2015  
 Reviewed: 6/15/2016  
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 Revised: 5/09/2018  
 Reviewed: 5/15/2019  
 Reviewed: 5/13/2020  
 Reviewed: 5/12/2021  
 Reviewed: 5/11/2022

**Monroe 2-Orleans BOCES Policy**  
**Series 7000 – Instruction**  
**Policy #7111 – DRILLS AND BOMB THREATS**

### **Drills**

The administrator of each school building shall instruct and train students, through drills, in procedures for leaving the building in the shortest possible time and without confusion or panic.

Drills shall be held at least twelve (12) times in each school year; eight (8) of these shall be evacuation drills and eight drills must be held between September 1 and December 31. Four of the drills must be lockdown drills. If possible, law enforcement will be involved in the lockdown drills. At least one (1) of the twelve (12) drills shall be held during a regular lunch period, or shall include special instruction on the procedures to be followed if a fire occurs during a student's lunch period.

At least two (2) additional drills shall be held during summer school in buildings where summer school is conducted and one of these drills shall be held during the first week of summer school.

At least one-third of such required drills shall be through use of fire escapes on buildings where such escapes are provided.

### **After-School Programs**

The building principal or his/her designee shall require those in charge of after-school programs, attended by any individuals unfamiliar with the school building, to announce at the beginning of such programs the procedures to be followed in the event of an emergency.

### **Bomb Threats For BOCES Operated Facilities**

A bomb threat, even if later determined to be a hoax, is a criminal action. No bomb threat should be treated as a hoax when it is first received. The BOCES has an obligation and responsibility to ensure the safety and protection of the students and other occupants upon the receipt of any bomb threat. This obligation must take precedence over a search for a suspect object. Prudent action is dependent upon known information about the bomb threat - location, if any; time of detonation; etc. If the bomb threat is targeted at the school parking lot or the front of the school, building evacuation may not be an appropriate response. If the bomb threat indicates that a bomb is in the school, then building evacuation is necessary unless the building has been previously inspected and secured in accordance with State Education Department Guidelines and as incorporated in the School Emergency Management Plan and administrative regulations.

The decision to evacuate a building or to take shelter is dependent upon information about where the bomb is placed and how much time there is to reach a place of safety. Prudent action dictates that students and other occupants be moved from a place of danger to a place of safety. Routes of egress and evacuation or sheltering areas must be thoroughly searched for suspicious objects before ordering an evacuation. Failure to properly search evacuation routes before an evacuation takes place can expose students and staff to more danger than remaining in place until the search has taken place. Assistance is available from local police agencies and the New York State Police to train staff to check evacuation routes.

### **Police Notification and Investigation**

A bomb threat to a school is a criminal act, which is within the domain and responsibility of law enforcement officials. Appropriate State, county, and/or local law enforcement agencies must be

**Monroe 2-Orleans BOCES Policy**  
**Series 7000 – Instruction**  
**Policy #7111 – DRILLS AND BOMB THREATS**

notified of any bomb threat as soon as possible after the receipt of the threat. Law enforcement officials will contact, as the situation requires, fire and/or county emergency coordinators according to the county emergency plan.

Therefore, the building administrator or designee is to notify local law enforcement officials and follow established procedures to move all occupants out of harm's way.

**Implementation**

The Board directs the District Superintendent or his/her designee to develop protocols to implement the terms of this policy. Additionally, such protocols are to be incorporated in the School Emergency Management Plan, with provisions for written notification by October 1 of each school year to all students and staff about emergency procedures, an annual emergency drill, and the annual updating of the School Emergency Management Plan as mandated pursuant to law and/or regulation.

8 New York Code of Rules and Regulations  
(NYCRR) Sections 155.17 and 156.3(h)(2)  
Education Law Sections 807 and 3623  
Penal Law Sections 240.55, 240.60 and 240.61

Adopted: 7/13/99  
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Revised: 6/16/2010  
Reviewed: 6/15/2011  
Reviewed: 5/9/2012  
Revised: 10/17/2012  
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Reviewed: 5/14/2014  
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Reviewed: 5/09/2018  
Revised: 9/19/2018  
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Reviewed: 5/11/2022

**Monroe 2-Orleans BOCES Policy**  
**Series 7000 – Instruction**  
**Policy #7320 – SCHOOL CALENDAR/SCHOOL DAY**

**School Calendar**

The Board shall adopt a school calendar annually upon the recommendation of the District Superintendent. Efforts shall be made to encourage the development and promotion of a common calendar for the school districts within Monroe One and Monroe 2-Orleans BOCES component schools.

**School Day**

The official school day shall provide sufficient opportunity to implement the educational programs and services. The school day shall be flexible enough to accommodate the diverse and various needs of the students, staff or district(s) being served.

Adopted: 7/13/99  
Annual Review: 6/18/08  
Revised: 05/12/2010  
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Reviewed: 10/21/2015  
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Reviewed: 5/11/2022

10. New Business

2. Resolution to Adopt 2023-24 Proposed Adopted Budget

Monroe 2-Orleans BOCES

# Proposed Adopted Budget 2023-24



May 10, 2023





## *Mission*

We provide quality, cost-effective educational services in partnership with school districts and the community in a manner that supports excellence and equity for all learners. We are committed to customer satisfaction, continuous improvement, and personal and professional growth.

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## *Vision*

Monroe 2–Orleans BOCES is the educational partner of choice. We strive for continuous improvement in serving the diverse needs of our community, helping all students achieve their full potential.

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**Monroe 2 - Orleans BOCES**  
**2023-2024 Proposed Adopted Budget Summary**  
**Based on May 1, 2023 Service Requests**

<u>Program</u>	<u>Proposed Adopted Budget</u>
Administrative Services	\$3,229,121
BOCES 4 Science	\$3,808,330
Career and Technical Education	\$11,309,266
Center for Workforce Development	\$166,850
Communication & Technology Services	\$16,230,339
Curriculum & Professional Development	\$1,433,595
Department for Exceptional Children	\$37,646,848
General Education	\$2,705,060
MAARS	\$990,211
Services from Other BOCES	<u>\$13,864,848</u>
<b>Subtotal of Budgets</b>	<b>\$91,384,468</b>
Administration (Board and Central Services)	\$8,833,814
Capital (Lease Costs and Capital Projects)	\$3,487,597
<b>Total Appropriations</b>	<b>\$103,705,879</b>

**MONROE 2-ORLEANS BOCES  
COMPARATIVE PROPOSED ADOPTED BUDGET ANALYSIS  
2022-2023 TO 2023-2024**

Co-Ser	Service	Adopted 2022-2023 Budget	Amended April 2022-2023 Budget	Adopted 2023-2024 Budget	Change Over Adopted 2022-2023 Amount	Percentage
<b>ADMINISTRATION &amp; CAPITAL</b>						
001	Administration	\$8,673,365	\$8,709,264	\$8,833,814	\$160,449	1.85%
002	Capital (Lease Costs & Capital Project)	\$3,170,568	\$3,170,568	\$3,487,597	\$317,029	10.00%
	TOTAL	\$11,843,933	\$11,879,832	\$12,321,411	\$477,478	4.03%
<b>ADMINISTRATIVE SERVICES</b>						
313	Shared HR Manager	\$125,412	\$126,678	\$157,490	\$32,078	25.58%
329	Attendance Supervisor	\$71,386	\$71,386	\$60,261	-\$11,125	-15.58%
614	Labor Relations	\$628,415	\$646,971	\$618,948	-\$9,467	-1.51%
634	Coordination - RASHP	\$790,111	\$790,111	\$804,851	\$14,740	1.87%
634	Coordination - RASWCP	\$1,089,959	\$1,089,959	\$1,129,872	\$39,913	3.66%
640	Online Web Recruitment	\$245,573	\$255,667	\$247,956	\$2,383	0.97%
641	Human Resources Management Audit	\$19,575	\$19,575	\$0	-\$19,575	-100.00%
652	Cooperative Bidding	\$201,650	\$204,978	\$209,743	\$8,093	4.01%
	TOTAL	\$3,172,081	\$3,205,325	\$3,229,121	\$57,040	1.80%
<b>BOCES 4 SCIENCE</b>						
502	BOCES 4 Science	\$3,463,470	\$3,464,507	\$3,808,330	\$344,860	9.96%
<b>CAREER &amp; TECHNICAL EDUCATION</b>						
101	Career & Technical Education	\$9,611,242	\$9,890,149	\$11,309,266	\$1,698,024	17.67%
<b>CENTER FOR WORKFORCE DEVELOPMENT</b>						
401	H.S. Equivalency & Equiv. Attendance	\$25,760	\$25,760	\$42,300	\$16,540	64.21%
413	Alternative High School Equivalency	\$117,555	\$117,555	\$124,550	\$6,995	5.95%
	TOTAL	\$143,315	\$143,315	\$166,850	\$23,535	16.42%
<b>COMMUNICATION &amp; TECHNOLOGY SERVICES</b>						
328	Computer Education Coordinator	\$205,965	\$205,965	\$140,560	-\$65,405	-31.76%
430	Distance Learning	\$580,078	\$605,711	\$601,630	\$21,552	3.72%
508	Educational Communications	\$223,953	\$224,352	\$223,831	-\$122	-0.05%
513	Library Automation	\$354,863	\$380,585	\$367,311	\$12,448	3.51%
524	Technology Staff Development	\$308,047	\$319,377	\$262,102	-\$45,945	-14.91%

Co-Ser	Service	Adopted 2022-2023 Budget	Amended April 2022-2023 Budget	Adopted 2023-2024 Budget	Change Over Adopted 2022-2023 Amount Percentage	
<b>COMMUNICATION &amp; TECHNOLOGY SERVICES (Cont.)</b>						
525	Instructional Computing & GIS	\$7,377,433	\$12,126,909	\$8,925,347	\$1,547,914	20.98%
527	Equipment Repair	\$713,135	\$748,165	\$730,032	\$16,897	2.37%
528	Printing	\$802,786	\$879,339	\$686,930	-\$115,856	-14.43%
530	Library Services/Media	\$1,036,901	\$1,094,399	\$1,073,385	\$36,484	3.52%
601	Records Management	\$87,569	\$104,484	\$93,581	\$6,012	6.87%
608	Instructional Support Network	\$2,277,614	\$2,886,113	\$2,319,870	\$42,256	1.86%
615	Public Information Services	\$606,940	\$673,699	\$805,760	\$198,820	32.76%
	TOTAL	\$14,575,284	\$20,249,098	\$16,230,339	\$1,655,055	11.36%
<b>CURRICULUM &amp; PROFESSIONAL DEVELOPMENT</b>						
512	School Improvement	\$1,034,564	\$1,600,944	\$1,206,626	\$172,062	16.63%
541	Grant Writing	\$107,282	\$107,282	\$109,376	\$2,094	1.95%
653	Teacher Immersion Fellowship Program	\$133,970	\$221,970	\$117,593	-\$16,377	-12.22%
	TOTAL	\$1,275,816	\$1,930,196	\$1,433,595	\$157,779	12.37%
<b>DEPARTMENT FOR EXCEPTIONAL CHILDREN</b>						
202	Classified Tutoring Program	\$177,803	\$182,993	\$194,240	\$16,437	9.24%
203	12:1:1 Transition and 12:1:2 Programs	\$6,892,449	\$6,534,916	\$5,713,400	-\$1,179,049	-17.11%
204	8:1:1 Communication & Social Skills	\$920,700	\$1,130,977	\$1,176,240	\$255,540	27.75%
205	6:1:1 Programs	\$8,767,481	\$9,149,293	\$8,543,683	-\$223,798	-2.55%
206	8:1:2 Intensive Management (Elem.)	\$3,730,560	\$3,773,116	\$0	-\$3,730,560	-100.00%
211	Intensive BN 6:1:2	\$6,812,468	\$7,242,516	\$12,532,201	\$5,719,733	83.96%
301	Blind/Visually Impaired	\$160,405	\$157,863	\$265,860	\$105,455	65.74%
302	Deaf/Hearing Impaired	\$1,289,516	\$1,268,927	\$1,161,023	-\$128,493	-9.96%
303	Occupational Therapy	\$734,092	\$587,853	\$457,345	-\$276,747	-37.70%
306	Physical Therapy	\$462,723	\$441,716	\$405,089	-\$57,634	-12.46%
308	Speech Impaired - Handicapped	\$1,945,108	\$1,758,889	\$2,198,818	\$253,710	13.04%
309	Social Worker/Psychologist	\$820,677	\$932,691	\$663,196	-\$157,481	-19.19%
311	Consultant Teacher/Inclusion/Autism	\$3,611,538	\$4,359,796	\$2,587,803	-\$1,023,735	-28.35%
315	English as a Second Language	\$779,914	\$779,914	\$785,334	\$5,420	0.69%
318	Pupil Services Coordination	\$89,612	\$0	\$0	-\$89,612	-100.00%
406	General Tutorial Program	\$190,312	\$197,652	\$206,933	\$16,621	8.73%
517	Transitional Services/Career Skills Ctr.	\$884,920	\$837,363	\$755,683	-\$129,237	-14.60%
	TOTAL	\$38,270,278	\$39,345,113	\$37,646,848	-\$623,430	-1.63%

Co-Ser	Service	Adopted 2022-2023 Budget	Amended April 2022-2023 Budget	Adopted 2023-2024 Budget	Change Over Adopted 2022-2023 Amount Percentage	
<b>GENERAL EDUCATION</b>						
417	Regional Summer School	\$1,309,765	\$1,309,765	\$1,197,915	-\$111,850	-8.54%
423	Alternative Ed. - Jr./Sr. High	\$1,224,158	\$1,238,983	\$1,488,919	\$264,761	21.63%
424	Work Scholarship Connection	\$0	\$18,052	\$18,226	\$18,226	N/A
	TOTAL	\$2,533,923	\$2,566,800	\$2,705,060	\$171,137	6.75%
<b>MAARS</b>						
520	Test Scoring	\$963,915	\$965,228	\$990,211	\$26,296	2.73%
<b>SERVICES FROM OTHER BOCES</b>						
160	Secondary Occupational Education - M1	\$22,273	\$11,461	\$0	-\$22,273	-100.00%
161	Multi-Occupational/Bridget Program- M1	\$5,853	\$23,411	\$12,075	\$6,222	106.30%
260	Severely Disabled 12:1:4 Creekside - M1	\$1,878,262	\$1,704,480	\$1,494,756	-\$383,506	-20.42%
261	Severely Disabled Related Services - M1	\$1,373,706	\$1,388,493	\$1,192,880	-\$180,826	-13.16%
262	District Based 12:1:1 - Monroe 1	\$197,004	\$149,920	\$147,142	-\$49,862	-25.31%
263	District Based Related Services	\$49,584	\$17,906	\$16,049	-\$33,535	-67.63%
264	Elementary/Secondary Prog. 6:1:1 - M1	\$1,741,648	\$2,724,215	\$2,385,165	\$643,517	36.95%
265	Elementary/Secondary Prog. 8:1:1 - M1	\$243,627	\$126,441	\$66,618	-\$177,009	-72.66%
362	Physical Thereapy - Monroe 1	\$294,240	\$1,559	\$0	-\$294,240	-100.00%
363	Occupational Therapy - Monroe 1	\$126,714	\$6,396	\$0	-\$126,714	-100.00%
365	Tutoring Special Education - Monroe 1	\$737	\$3,030	\$0	-\$737	-100.00%
366	Deaf Ed Interpreter - Monroe 1	\$98,285	\$34,657	\$0	-\$98,285	-100.00%
367	Psychological Services - Monroe 1	\$3,340	\$3,540	\$0	-\$3,340	-100.00%
368	ESOL Evaluations - Monroe 1	\$66,330	\$15,727	\$27,183	-\$39,147	-59.02%
369	Deaf Education - Monroe 1	\$57,001	\$29,764	\$0	-\$57,001	-100.00%
438	DL Web Based Inst. OHM	\$0	\$0	\$250	\$250	N/A
374	Hearing Assistive Technology - Monroe 1	\$4,558	\$4,346	\$0	-\$4,558	-100.00%
455	Paper Online Tutoring - TST BOCES	\$0	\$82,500	\$110,000	\$110,000	N/A
460	Academic Prog., Special Facilities - M1	\$4,083	\$6,579	\$23,715	\$19,632	480.82%
461	Young Audiences of Rochester - M1	\$12,809	\$7,482	\$8,074	-\$4,735	-36.97%
462	Challenger Learning Center - Monroe 1	\$52,004	\$93,407	\$84,684	\$32,680	62.84%
467	Online Learning - Broome Tioga	\$0	\$8,950	\$0	\$0	N/A
479	DL- Virtual HS-Synergy- Oswego	\$0	\$11,950	\$15,930	\$15,930	N/A
491	High 5 Env Training - Nassau	\$8,500	\$0	\$0	-\$8,500	-100.00%
532	Outside Consultants - ERIE 2	\$0	\$120	\$9,680	\$9,680	N/A
533	Div. Equity & Inclu. Fixed - TST BOCES	\$0	\$1,050	\$0	\$0	N/A

Co-Ser	Service	Adopted	Amended	Adopted	Change	
		2022-2023 Budget	April 2022-2023 Budget	2023-2024 Budget	Over Adopted 2022-2023 Amount	Percentage
<b>SERVICES FROM OTHER BOCES (cont.)</b>						
534	Vendor Pass Through - WFL BOCES	\$0	\$86,270	\$0	\$0	N/A
535	Grant Writer - WFL BOCES	\$0	\$725	\$704	\$704	N/A
536	School Curr. Workshop - GST BOCES	\$0	\$19,800	\$0	\$0	N/A
551	Assessment Scoring - Sullivan	\$9,200	\$9,200	\$9,200	\$0	0.00%
552	Positivity Project - CA BOCES	\$2,104	\$3,158	\$4,212	\$2,108	100.19%
553	IT&L IMP. Bill @100% - OCM BOCES	\$100	\$100	\$100	\$0	0.00%
555	Character Education - Erie 1	\$191,755	\$174,977	\$174,977	-\$16,778	-8.75%
558	Coord. Of Services - ERIE 2	\$56,230	\$110,159	\$110,159	\$53,929	95.91%
560	BoSat Elementary Science - Monroe 1	\$12,060	\$12,060	\$1,069	-\$10,991	-91.14%
561	Music Library Services - Monroe 1	\$25,935	\$25,774	\$23,358	-\$2,577	-9.94%
563	School Improvement - Monroe 1	\$0	\$40,895	\$39,346	\$39,346	N/A
565	Micro Repair Parts - Monroe 1	\$0	\$144	\$275	\$275	N/A
568	Urban Suburban Interdistrict Transfer-M1	\$154,078	\$148,893	\$96,006	-\$58,072	-37.69%
569	Compuer Servs - Instr- Monroe 1	\$2,995	\$14,480	\$7,170	\$4,175	139.40%
571	In-Service Allocation - Genesee Valley	\$0	\$1,125	\$1,000	\$1,000	N/A
573	Effective Schools - WFL BOCES	\$0	\$2,494	\$0	\$0	N/A
580	Model Schools - Inservice	\$0	\$0	\$150	\$150	N/A
581	Coord, Other - Central - GST BOCES	\$0	\$0	\$5,000	\$5,000	N/A
589	Section V Sports - WFL	\$40,410	\$44,001	\$41,354	\$944	2.34%
595	Educational Communication Center	\$150	\$150	\$0	-\$150	-100.00%
597	Intersch Athletics Coord	\$5,820	\$5,820	\$6,300	\$480	8.25%
598	Quaver Gen Music Curr K-5 - Nassau	\$18,032	\$0	\$0	-\$18,032	-100.00%
599	Diversity & Equity Planning - Monroe 1	\$98,500	\$115,600	\$93,160	-\$5,340	-5.42%
604	Computer Services - Monroe 1	\$3,180,205	\$3,713,327	\$3,510,977	\$330,772	10.40%
605	Computer Services - Admin - Monroe 1	\$3,278,684	\$3,179,301	\$2,908,022	-\$370,662	-11.31%
610	Planning - Health Program-Orleans-Niag	\$7,500	\$7,840	\$8,120	\$620	8.27%
617	Teacher Certification - Genesee Valley	\$65,091	\$65,091	\$75,146	\$10,055	15.45%
655	Telephone Interconnect - Monroe 1	\$61,175	\$61,175	\$54,009	-\$7,166	-11.71%
657	Phone Service - Monroe 1	\$359,834	\$262,492	\$306,765	-\$53,069	-14.75%
660	Textbook Coordination - Monroe 1	\$18,312	\$17,869	\$9,266	-\$9,046	-49.40%
661	Textbook Supply - Monroe 1	\$29,365	\$8,474	\$16,559	-\$12,806	-43.61%
662	Disabled Transportation - Monroe 1	\$176,938	\$189,104	\$172,845	-\$4,093	-2.31%
672	Staff Development Bus Driver - GV	\$1,100	\$1,125	\$1,000	-\$100	-9.09%
674	Health, Safety & Risk Management - GV	\$177,200	\$177,300	\$185,300	\$8,100	4.57%
675	Self-Funded Health Coordination - GV	\$9,445	\$9,445	\$10,142	\$697	7.38%
676	Edutech Administrative - WFL	\$72,408	\$79,460	\$80,109	\$7,701	10.64%

Co-Ser	Service	Adopted 2022-2023 Budget	Amended April 2022-2023 Budget	Adopted 2023-2024 Budget	Change Over Adopted 2022-2023 Amount Percentage	
<b>SERVICES FROM OTHER BOCES (cont.)</b>						
677	Advertising Service - WFL	\$41,892	\$44,762	\$23,016	-\$18,876	-45.06%
679	GASB 45 - Erie 1	\$72,886	\$72,886	\$58,142	-\$14,744	-20.23%
682	Board Policy and Planning - Erie 1	\$44,925	\$51,989	\$57,925	\$13,000	28.94%
683	Integrated Student Mgmt. System-Erie 1	\$25,136	\$19,747	\$27,120	\$1,984	7.89%
684	State Aid Planning Services - Questar III	\$30,327	\$31,005	\$31,372	\$1,045	3.45%
687	Health Care Plan - Orleans Niagara	\$11,630	\$12,050	\$12,590	\$960	8.25%
688	SchoolDude Facilities Mgmt. - Broome	\$110,597	\$110,597	\$2,000	-\$108,597	-98.19%
690	NTS Team Ed - Nassau	\$36,900	\$82,417	\$13,235	-\$23,665	-64.13%
691	Computer Service: Management-Capital	\$12,811	\$15,846	\$30,966	\$18,155	141.71%
693	Cooperative Purchasing - WFL BOCES	\$2,838	\$0	\$0	-\$2,838	-100.00%
695	Stac Services - Questar III	\$6,500	\$10,000	\$31,635	\$25,135	386.69%
696	Business Office Support	\$27,844	\$0	\$0	-\$27,844	-100.00%
697	Records Management - GV BOCES	\$0	\$0	\$18,746	\$18,746	N/A
698	School Safety Training - S. Westches	\$0	\$23,417	\$0	\$0	N/A
699	Planning - Erie 2 BOCES	\$0	\$0	\$12,100	\$12,100	N/A
	TOTAL	\$14,719,470	\$15,519,930	\$13,864,848	-\$854,622	-5.81%
	<b>GRAND TOTAL</b>	<b>\$100,572,727</b>	<b>\$109,159,493</b>	<b>\$103,705,879</b>	<b>\$3,133,152</b>	<b>3.12%</b>



**MONROE 2-ORLEANS BOCES  
COMPARISON OF 2022-2023 UNIT COSTS TO 2023-2024 UNIT COSTS**

<u>Co-Ser</u>	<u>Service</u>	<u>Adopted 2022-2023 Unit Cost</u>	<u>Proposed Adopted 2023-2024 Unit Cost</u>
<b>ADMINISTRATION &amp; CAPITAL</b>			
001	Administration	\$254.51/RWADA	\$269.20/RWADA
002	Capital/Rental of Facilities	\$93.04/RWADA	\$106.28/RWADA
<b>ADMINISTRATIVE SERVICES</b>			
313	Shared HR Manager	\$156,765/FTE	\$157,491/FTE
329	Attendance Supervisor	\$63/Hour	\$66/Hour
614	Labor Relations	\$20,377/District	\$21,280/District
	Labor Relations - Unemployment Service	\$4,800/District	\$4,896/District
	Labor Relations - Salary Surveys	\$4,107/District	\$4,190/District
	Labor Relations - Superintendent Hearings	\$4,600/District	\$4,752/District
634	Coordinated Roch. Area Sch. Health Plan	As Specified by District	As Specified by District
	Coordinated Roch. Area Sch. Workers' Comp.	As Specified by District	As Specified by District
640	Online Web Recruitment	\$5,200/District	\$5,250/District
652	Cooperative Bidding	\$404/Unit	\$412/Unit
	Cooperative Bidding - Electric	\$1,170/Unit	\$1,193/Unit
	Cooperative Bidding - Fine Paper	\$610/Unit	\$622/Unit
	Cooperative Bidding - Food	\$2,360/Unit	\$2,407/Unit
	Cooperative Bidding - Natural Gas	\$1,303/Unit	\$1,329/Unit
<b>BOCES 4 SCIENCE</b>			
502	BOCES 4 Science	Varies by Kit	Varies by Kit
<b>CAREER &amp; TECHNICAL EDUCATION</b>			
101	Career & Technical Education	\$10,075/Student	\$10,322/Student
<b>CENTER FOR WORKFORCE DEVELOPMENT</b>			
401	High School Equivalency/Equivalent Attendance	\$1,120/Student	\$2,350/Student
413	Alternative High School Equivalency	\$2,305/Student	\$2,350/Student
<b>COMMUNICATION &amp; TECHNOLOGY SERVICES</b>			
328	Computer Education Coordinator	\$68,655/.6 FTE	\$70,280/.6 FTE

<u>Co-Ser</u>	<u>Service</u>	<b>Adopted 2022-2023 <u>Unit Cost</u></b>	<b>Proposed Adopted 2023-2024 <u>Unit Cost</u></b>
<b>COMMUNICATION &amp; TECHNOLOGY SERVICES (Cont.)</b>			
430	Distance Learning GCN Online Tutorials	\$2.48/RWADA + Base \$1,785/District	\$2.54/RWADA + Base \$2,045/District
508	Educational Communications	\$3.96/RWADA	\$4.05/RWADA
513	Library Automation	\$6,500/Site	\$6,660/Site
524	Technology Staff Development Instructional Technology Specialist	\$2.40/RWADA + Base \$47,965/District	\$2.46/RWADA + Base \$49,160/District
525	Instructional Computing Guidance Information Systems Shared Technician	\$3.54/RWADA + Base As Specified by District \$86,710/FTE	\$3.65/RWADA + Base As Specified by District \$90,455/FTE
527	Equipment Repair Assistive Technology	\$11.82/RWADA + Base \$17,840/District	\$12.11/RWADA + Base \$18,285/District
528	Printing	As Specified by District	As Specified by District
530	Media Library Library On-Line Resources	\$4.60/RWADA + Base \$1,045/District + Add ons	\$4.71/RWADA + Base \$1,070/District + Add ons
601	Records Management	\$4.54/RWADA	\$5.05/RWADA
608	Instructional Support Network	\$4.20/RWADA + Base	\$4.30/RWADA + Base
615	Public Information Services Video Production	\$23,000/Day/Wk/Yr \$6,120/Base Charge	\$23,575/Day/Wk/Yr \$6,270/Base Charge

**CURRICULUM & PROFESSIONAL DEVELOPMENT**

512	Cooperative School Improvement Staff Development - Seminars	Varies	Varies
	Cooperative School Improvement/Base	\$6,980/District	\$7,120/District
	Teacher Immersion Fellowship Program 3-5 days	\$1,864/Teacher	\$1,900/Teacher
	Teacher Immersion Fellowship Program 1-2 days	\$932/Teacher	\$950/Teacher
	ELA Curriculum Writing	\$841/District	\$857/District
	Math Curriculum Writing	\$841/District	\$857/District
	SS Curriculum Writing K-8	\$841/District	\$857/District
	SS Curriculum Writing 9-12	\$841/District	\$857/District
	Math Coaching or Audit	\$1,152/Day	\$1,175/Day
	ELA Coaching or Audit	\$1,152/Day	\$1,175/Day
	Mentoring that Matters	\$234/Participant	\$238/Participant
	Performance Based Assess. Dev	\$1,152/Day	\$1,175/Day

<u>Co-Ser</u>	<u>Service</u>	<b>Adopted 2022-2023 Unit Cost</b>	<b>Proposed Adopted 2023-2024 Unit Cost</b>
<b>CURRICULUM &amp; PROFESSIONAL DEVELOPMENT (Cont.)</b>			
	Principal APPR Re-Certification	\$576/Day	\$587/Day
	Teacher APPR Re-Certification	\$576/Half Day	\$587/Half Day
	Reading Recovery - Continuing Contact	\$2,830/Teacher	\$2,886/Teacher
	Reading Recovery - New Teacher	\$11,010/Teacher	\$11,230/Teacher
	Reading Recovery - Essential Literacy	\$8,909/Teacher	\$9,086/Teacher
	CSA Meetings	\$676/Participant	\$689/Participant
	ASI Meetings	\$687/Participant	\$699/Participant
	SBO Meetings	\$191/Participant	\$194/Participant
	ASP Meetings	\$560/Participant	\$571/Participant
	NYSED Turnkey Training	\$5,762/District	\$5,876/District
	Special Education Coaching/STEM Coach	\$22,180/.2 FTE	\$22,621/.2 FTE
541	Grant Writing	\$2,821 Base Charge	\$2,877 Base Charge
653	Teacher Immersion Fellowship Program	\$5,500/District	\$5,580/District
<b>DEPARTMENT FOR EXCEPTIONAL CHILDREN</b>			
202	Classified Tutoring Program - Special Ed Home Based Tutoring - Special	\$44.20/Hour \$47.20/Hour	\$45.30/Hour \$48.30/Hour
203	12:1:2 Program 12:1:1 Transition Program	\$44,873/Student \$48,559/Student	\$52,005/Student \$51,595/Student
204	8:1:1 CASS 8:1:1 Project SEARCH	\$47,143/Student \$43,135/Student	\$52,376/Student \$44,638/Student
205	6:1:1 Behavior Management 6:1:1 Center Based 6:1:1 Medically Fragile (K - 12) 6:1:1 Medically Fragile (Transition)	\$53,410/Student \$59,343/Student \$53,365/Student \$53,534/Student	\$58,169/Student \$64,004/Student \$57,284/Student \$55,494/Student
211	6:1:2 Complex Needs Program 6:1:2 Autism Spectrum Disorder (ASD)	\$77,987/Student \$64,795/Student	\$81,458/Student \$70,310/Student
N/A	1:1 Classroom SBA 1:1 Classroom Nurse	\$46,332/Student \$71,000/Nurse	\$53,161/Student \$73,000/Nurse
301	Blind/Visually-Impaired Orientation and Mobility	\$8,190/Hr/Wk/Yr \$8,035/Hr/Wk/Yr	\$8,590/Hr/Wk/Yr \$8,425/Hr/Wk/Yr
302	Audiology Services (IEP Hours) Audiology Services (Base Charge FM System) Teacher of the Deaf/Hearing-Impaired Interpreter	\$8,812/Hr/Wk/Yr \$1,187/Device \$5,684/Hr/Wk/Yr \$89,387/Student	\$9,676/Hr/Wk/Yr \$1,264/Device \$5,883/Hr/Wk/Yr \$93,791/Student

<u>Co-Ser</u>	<u>Service</u>	<u>Adopted 2022-2023 Unit Cost</u>	<u>Proposed Adopted 2023-2024 Unit Cost</u>
<b>DEPARTMENT FOR EXCEPTIONAL CHILDREN (cont.)</b>			
303	Occupational Therapy Occupational Therapy - District Based FTE	\$8,450/Hr/Wk/Yr \$155,000/FTE	\$8,814/Hr/Wk/Yr \$161,510/FTE
306	Physical Therapy Physical Therapy - District Based FTE	\$8,890/Hr/Wk/Yr \$144,000/FTE	\$9,275/Hr/Wk/Yr \$150,235/FTE
308	Speech Impaired Speech Impaired - District Based FTE Assistive Technology	\$8,530/Hr/Wk/Yr \$152,964/FTE \$41,055/Hr/Wk/Yr	\$8,953/Hr/Wk/Yr \$160,550/FTE \$42,330/Hr/Wk/Yr
309	Social Worker/Psychologist Social Worker/Psychologist - District Based FTE	\$8,340/Hr/Wk/Yr \$131,134/FTE	\$8,750/Hr/Wk/Yr \$137,580/FTE
311	Consultant Teacher Consultant Teacher - District Base FTE Music Therapy Autism Specialist Art Therapy Inclusion SBA	\$5,950/Hr/Wk/Yr \$83,051/FTE \$6,208/Hr/Wk/Yr \$8,525/Hr/Wk/Yr \$6,925/Hr/Wk/Yr \$51,600/SBA	\$6,224/Hr/Wk/Yr \$86,332/FTE \$6,513/Hr/Wk/Yr \$9,185/Hr/Wk/Yr \$8,190/Hr/Wk/Yr \$58,429/SBA
315	Itinerant English as a New Language	\$23,281/Day/Wk/Yr	\$23,798/Day/Wk/Yr
406	Tutorial Services - Gen Ed Home Based Tutoring - Gen Ed	\$44.20/Hour \$47.20/Hour	\$45.30/Hour \$48.30/Hour
517	Career Planning Services Work Study	\$24,580/Day/Wk/Yr \$23,556/Half Day/Wk/Yr	\$26,326/Day/Wk/Yr \$24,503/Half Day/Wk/Yr
<b>GENERAL EDUCATION</b>			
417	Regional Summer School	As Specified by District	As Specified by District
423	Alternative Ed. - Jr./Sr. High	\$35,460/Student	\$37,223/Student
424	Work Scholarship Connection	\$18,052/District	\$18,226/District
<b>MAARS</b>			
520	MAARS - RWADA MAARS - Base MAARS - Test Processing	\$5.44/RWADA \$3,100/District \$3.05/RWADA	\$5.66/RWADA \$3,175/District \$3.18/RWADA



Monroe 2-Orleans BOCES  
3599 Big Ridge Road  
Spencerport NY 14559  
Phone: 585-352-2400  
Fax: 585-352-2442  
[www.monroe2boces.org](http://www.monroe2boces.org)

10. New Business

- 3. Resolution to Approve Lease with Spencerport CSD

CLASSROOM LEASE

THIS AGREEMENT OF LEASE made this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between by and between the SPENCERPORT CENTRAL SCHOOL DISTRICT, a municipal corporation with offices at 71 Lyell Avenue, Spencerport, NY 14559, hereinafter referred to as the “District,” and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, MONROE-ORLEANS COUNTIES with offices at 3599 Big Ridge Road, Spencerport, NY 14559, 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 eleven dollars (\$11.00) per square foot for a total of \$111,793.00 annually. The rent is payable in two (2) installments, one-half by October 1 and one-half by April 1 of each school year, upon invoice from Landlord and payable to the Landlord's School 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: a portion of the facilities located at 399 Ogden Parma Town Line Road and 71 Lyell Avenue, Spencerport, NY 14559, consisting of four thousand four hundred and seventy-eight (4,478) square feet, and five thousand six hundred and eighty-five (5,685) square feet respectively and is more particularly described in Schedule "A" attached hereto and incorporated here.

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 five (5) years from July 1, 2023 - June 30, 2028.

### 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 entire five year duration of said lease.

### 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 \_\_\_\_\_ DATE \_\_\_\_\_  
JO ANNE L. ANTONACCI  
DISTRICT SUPERINTENDENT

SPENCERPORT CENTRAL SCHOOL DISTRICT (Landlord)

BY \_\_\_\_\_ DATE \_\_\_\_\_  
KRISTIN SWANN  
SUPERINTENDENT OF SCHOOLS

Schedule "A"

399 OGDEN PARMA TOWN LINE ROAD

Room Number	Square Feet
W-63	455
W-64	779
W-65	779
W-66	779
W-67	779
W-69	<u>907</u>
	Total 4,478

71 LYELL AVENUE

Room Number	Square Feet
106	867
108	867
109	867
111	855
113	855
115	855
117	349
Handicapped access in gym	<u>170</u>
	Total 5,685

10. New Business

4. Resolution to Approve Lease with Turner Drive and Associates, LLC

THIS AGREEMENT OF LEASE made this 10th day of May 2023 by and between the Turner Drive and Associates, LLC with offices at 4 Turner Drive, Spencerport, NY 14559, 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 a certain building located at 35 Turner Drive, Spencerport, NY 14559 and the Tenant is desirous of leasing this building for use by the Tenant for the purpose of Tennant business and other related purposes and;

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 ten (10) 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) Maintain fire alarm system and cost associated with such.
- (c) Provide adequate parking facilities for Tenant personnel adjacent to the leased space.

- (d) Maintain present fire extinguishers and smoke detectors.
- (e) Allow Tenant to peaceably and quietly enjoy the premises.
- (f) Pay all county, state, local property and other taxes associated with the real and personal property.

#### 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

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

## 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 \$3 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 **Note: This paragraph must be included in all contracts and as written per U.S. Department of Education audit.**

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 Tennant may terminate this agreement with a ninety (90) 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 \$7.77 per square foot for a total of \$116,624 annually. The rent is payable in four (4) installments, of \$29,156 each, on 7/1, 10/1, 1/1, and 4/1 upon invoice from Landlord. Rent will increase 1.5% each fiscal year thereafter (See Schedule A).

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 ten (10) years commencing on July 1, 2023.

36. USAGE

The Tenant is free to use the space 365 days 24 hours per day.

37. 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 \_\_\_\_\_ DATE \_\_\_\_\_  
JO ANNE L. ANTONACCI  
DISTRICT SUPERINTENDENT

(LANDLORD)

BY \_\_\_\_\_ DATE \_\_\_\_\_  
Member

## Schedule A

<b>Year</b>	<b>School Year</b>	<b>Per SF</b>	<b>Quarterly Rent</b>	<b>Annual Rent</b>
Base	22/23	\$7.66	\$28,725.00	\$114,900.00
1	23/24	\$7.77	\$29,156.00	\$116,624.00
2	24/25	\$7.89	\$29,593.25	\$118,373.00
3	25/26	\$8.01	\$30,037.00	\$120,148.00
4	26/27	\$8.13	\$30,487.75	\$121,951.00
5	27/28	\$8.25	\$30,945.00	\$123,780.00
6	28/29	\$8.38	\$31,409.25	\$125,637.00
7	29/30	\$8.50	\$31,880.25	\$127,521.00
8	30/31	\$8.63	\$32,358.50	\$129,434.00
9	31/32	\$8.76	\$32,844.00	\$131,376.00
10	32/33	\$8.89	\$33,336.50	\$133,346.00

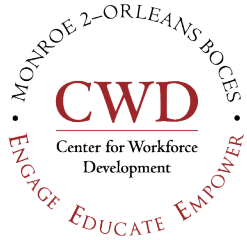
10. New Business

5. Resolution to Approve Center for Workforce Development  
Job Training Programs



Monroe 2–Orleans  
Board of Cooperative Educational Services

Jo Anne L. Antonacci, District Superintendent



April 25, 2023

Shawna Gareau-Kurtz  
Director  
Tel: (585) 349-9100  
Fax: (585) 349-9101  
sgareau@monroe2boces.org

TO: Monroe 2-Orleans BOCES Board members  
RE: CWD Career & Technical Training Program Approval

Dear members of the Board:

The New York State Education Department (NYSED) provides reimbursement funding for all documented contact hours for eligible adult students enrolled in high-school equivalency or English for Speakers of Other Languages (ESOL) classes, through a program called Employment Preparation Education (EPE). Additionally, our newly acquired WIOA grant funding enables us to provide integrated academic support for approved Career & Technical training courses.

Approval of either program is predicated on either the existence of an equivalent secondary Career & Technical Education program offered within the same BOCES (e.g. Dental Assisting or Nurse Assisting) or, where there is no secondary equivalency, local board approval (e.g. Residential Construction or Commercial Driver’s License – Class B). Approval of these programs will expand our ability to prepare students for the workforce, meet WIOA enrollment requirements, and increase EPE revenue.

As the Board is the local authority for CWD programs, I am requesting the Board to approve the following adult Career & Technical Education training programs, which have been revised for the 2023-2024 school year. These changes have been reviewed extensively by our instructional support team, teachers, and industry partners to ensure that our course titles accurately reflect the content, and the hours required meet industry demands.

Formerly	Revised Title/Hours
Commercial Driver’s License – Class B (CDL-B) – 42 hours	Commercial Driver’s License – Class B (CDL-B) – 36 hours
Industrial and Commercial Electrical – 135 hours	Electrical Fundamentals for the Construction Trades – 108 hours
CNC Machining – 60 hours	Machining Fundamentals – 90 hours
Residential Construction – 96 hours	Residential Construction – 108 hours
Welding – 120 hours	Welding – 108 hours

Additionally, I am requesting the Board to approve the following adult Career & Technical Education training programs, which are new for 2023-2024 school year:

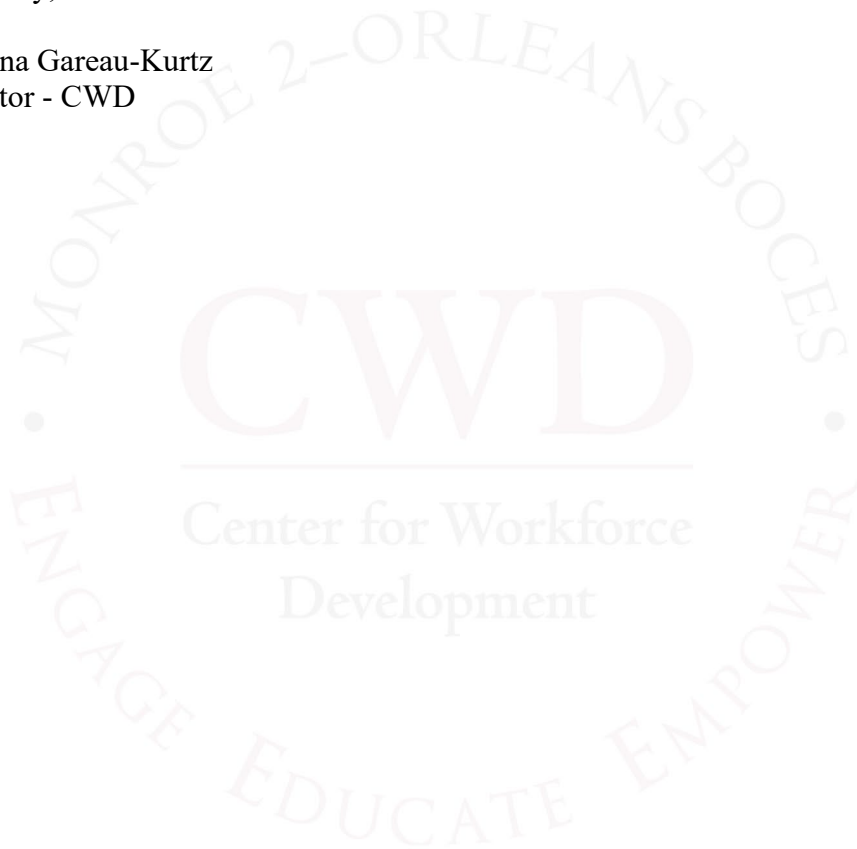
<b>New Programs</b>
Dental Office Assisting – 90 hours
Industrial and Mechanical Electrical – 90 hours
Industrial Operator – 90 hours

Included with this letter is course information for these Career & Technical Education training programs.

Thank you in advance for considering this request.

Sincerely,

Shawna Gareau-Kurtz  
Director - CWD



BE IT HEREBY RESOLVED THAT THE Monroe 2 Orleans Board of Cooperative Education approves the Center for Workforce Development creating and providing the following job training programs: Commercial Driver's License, Industrial and Commercial Electrical, CNC Machining, Residential Construction, Dental Office Assisting, Industrial and Mechanical Electrical, Industrial Operator, and Welding in accordance with the New York State Education Department requirements to be eligible for EPE Funding; and

WHEREAS the job training programs will be in accordance with Education Law 4602; and

WHEREAS the District Superintendent is charged with the responsibility to ensure the job training programs for purposes of EPE Funding are conducted in accordance with applicable New York State Laws and Regulations.

MOTION made by \_\_\_\_\_

Seconded by \_\_\_\_\_

10. New Business

6. Resolution to Accept Donation of Miscellaneous PCs, Servers, and Laptops from Entre Computer Services

## GIFTS AND DONATIONS

*Donor Information:*

Company or Individual Name: Entre Computer Services

If Company, Contact Person: Joe Vieira

Address: 2000 S Winton Rd, Rochester, NY 14618

Phone Number: (585) 760-1010

E-Mail: jvieira@ENTRECS.com

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

Misc PCs, servers, & laptops

Is Item(s) in Working Condition: yes

If not, please explain:

When can BOCES 2 Staff view the item: immediately

*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: 

Date: 4/6/2023

*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: Paula Boughton Supervisor Name and Review: \_\_\_\_\_

Proposed Use of Donated Item:

Lab use, for students to disassemble and reassemble

How will the Item Reduce Costs or Benefit the Program:

Provides hands on opportunity to work with computer components

Board Date: May

  
Cabinet Administrator Signature

4/10/2023  
Date

  
District Superintendent

4/19/23  
Date

Board Action: Accept

Board Action: Reject











10. **New Business**

7. **2023-24 Board Presentations**

## 2023-24 Board Presentation Schedule

2023-24 Board Meeting	Presentations	Presenters
August 16, 2023	Operations and Maintenance Annual Review	Steve Roland Jo Anne Antonacci
September 20, 2023	Human Resources Report	Karen Brown
October 18, 2023	Mengel, Metzger, Barr, CPA 2020-21 Audit	Steve Roland
November 15, 2023	Preschool Program and Budget Update	Barbara Martorana
December 20, 2023	Safety and Security Update	Doug Comanzo
January 17, 2024	CWD (Center for Workforce Development) Budget and Program Update	Shawna Gareau-Kurtz
February 14, 2024	2023-24 Proposed Budget	Steve Roland
March 20, 2024	Inclusivity Action Committee	
April 17, 2024	SkillsUSA	Jill Slavny
May 15, 2024	CWD (Center for Workforce Development) Student Spotlight	Shawna Gareau-Kurtz
June 19, 2024	Community Schools	Tom Schulte

10. New Business
  8. 2023-24 Board Development

11. Personnel and Staffing

1. Resolution to Approve Personnel and Staffing Agenda



11. Personnel and Staffing

2. Resolution to Approve Agreement between District Superintendent and Administrative Assistant to the District Superintendent/Board Clerk

Resolution to Approve Agreement between District Superintendent and Administrative Assistant to the District Superintendent/Board Clerk

That the Board approves the Agreement between the District Superintendent of Monroe 2-Orleans BOCES and the Administrative Assistant to the District Superintendent/Board Clerk for the period of July 1, 2023 – June 30, 2024, as presented.

11. Personnel and Staffing

3. Resolution to Approve Agreement between District Superintendent and District Treasurer Manager

Resolution to Approve Agreement between District Superintendent and District Treasurer  
Manager

That the Board approves the Agreement between the District Superintendent of Monroe 2-Orleans BOCES and the District Treasurer Manager for the period of July 1, 2023 – June 30, 2024, as presented.

12. Bids/Lease Purchases

1. Resolution to Accept Cooperative Natural Gas Bid

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

**BID RECOMMENDATION**

**COOPERATIVE NATURAL GAS**

Bid #RFB-2049-23 was opened on April 24, 2023, at 2:00 p.m. My recommendation for the award of this contract is as follows:

Energo Power & Gas, LLC	SC-5 Accounts
100 Elwood Davis Road	<u>Basis/DT</u>
Syracuse, NY 13212	\$0.293

Estimated annual expenditures \$95,382.00

Bids obtained: 19      Bids returned: 4

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Analysis for Cooperative Natural Gas Bid

Energo Power & Gas, LLC has been recommended the award for the basis, or profit, including transportation charges to the local distribution company, RG&E, and for gas supply. The gas supply cost will be market priced.

Funds to be provided from the 2023-24 Operations and Maintenance budget.

May 2, 2023

Date

*Wendy Vergamini*

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Director of Procurement

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

May 10	6:00pm	Board Meeting (ESC, Board Room)
May 16		School District Budget and Board Member Vote
May 24	5:30pm	MCSBA Annual Meeting
June 01	6:00-7:00	Make All the Difference Scholarship Reception
June 02	9:00-10:45am	Student Constructed House Tours (WEMOCO)
June 07	7:00-8:00 pm	Special Education Moving On Ceremony (ESC, PDC)
June 08	3:30 pm	Retiree Reception (ESC, PDC)
June 09	9:00am	SEPTO Fun Fair (ESC Back Parking Lot)
June 10	5:30 pm	MCSBA New Member Training (DoubleTree)
June 12	6:30 pm	Westside Academy Senior Celebration
June 14	6:00 pm	CTE Recognition Ceremony (Gates Chili High School Stadium)
June 15	Noon	Board Officer Agenda Review (RCC)
June 21	8:00-11:00 am	Center-Based Graduation (ESC, PDC)
	12:30-2:00 pm	Project SEARCH Celebration (ESC, PDC)
	6:00 pm	Board Meeting (ESC, Board Room)

16. Other Items

17. Adjournment