

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

DUE TO COVID-19, VIDEO CONFERENCING WILL BE UTILIZED (accord Executive Order 202.1). BOARD MEMBERS WILL BE JOINING VIA ZOOM. IN-PERSON PUBLIC PARTICIPATION IS NOT PERMITTED. THE PUBLIC IS INVITED TO LISTEN BY DIALING 1-415-655-0001 (ACCESS CODE: 227 747 449).

There will be a Regular Meeting of the Board of Cooperative Educational Services on Wednesday, June 17, 2020 at 6:30 p.m. in the Richard E. Ten Haken Educational Services Center, 3599 Big Ridge Road, Spencerport, New York 14559.

Anticipated Executive Session immediately following the regular board meeting to discuss the employment history of a particular person(s) and matters which will imperil the public safety if disclosed.

BOARD MEMBERS

Dennis Laba, President

R. Charles Phillips, Vice President

John Abbott

Kathleen Dillon

John Heise

George Howard

Gerald Maar

Michael May

Constance Rockow

AGENDA

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Agenda Item(s) Modifications
4. Public Hearings: Code of Conduct and District-Wide School Safety (SAVE) Plan
5. Approval of Minutes: May 13, 2020 Regular Meeting Minutes
6. Public Interaction
7. Financial Reports
 1. Resolution to Accept Treasurer's Report
 2. Resolution to Accept WinCap Report
 3. Internal Claims Exception Log (Vicki Amoroso)
 4. Annual Vehicle Inventory
8. Old Business
 1. Capital Project Update (Campus Construction)
 2. Second Reading and Resolution to Approve Policy 5261 Privacy and Security for Student Data and Teacher and Principal Data – Education Law 2-d
9. New Business
 1. Resolution to Approve the Monroe 2-Orleans BOCES Code of Conduct
 2. Resolution to Approve 2020-2021 Classroom Lease Template
 3. Resolution to Approve 2020-2021 Fair Share Lease Template
 4. Resolution to Approve 2020-21 Preschool Classroom Leases with Gates Chili, Greece, Hilton and Spencerport Central School Districts

5. Resolution to Authorize Funding the Career Technical Education Equipment Reserve Fund up to \$150,000.00
6. Resolution to Authorize Funding the Teachers' Retirement Contribution Reserve Sub-Fund Up To \$441,503.00
7. Resolution to Authorize Funding the Retirement Contribution Reserve up to \$1,000,000.00
8. Resolution to Approve 1-Year Extension of the Aramark Contract
9. Resolution to Approve Lease Renewal for the Chili Paul Complex Facility
10. Resolution to Approve CaTS Month-to-Month Lease Amendment
11. First Reading of District-Wide School Safety (SAVE) Plan
12. Resolution to Authorize Board Clerk to Provide Results of the Informal 2020-2021 Slate of Monroe County School Boards Association (MCSBA) Officers Poll to MCSBA
13. Resolution to Approve the Revised Monroe 2-Orleans BOCES Faculty/Student Calendar for 2019-2020 School Year

10. 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

11. Bids/Lease Purchases

1. Resolution to Accept Cooperative Natural Gas Bid
2. Resolution to Accept Pest Control Services Bid
3. Resolution to Accept Erie 1 Distance Learning State Wide Licensing Agreements – FY 2020-2021
4. Resolution to Accept Erie 1 Instructional Technology State Wide Licensing Agreements – FY 2020-2021
5. Resolution to Accept Monroe 2-Orleans BOCES lease purchase of Xerox Digital Printing Equipment

12. Special Recognition

13. Executive Officer's Reports

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

14. Committee Reports

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

15. Upcoming Meetings/Calendar Events

- | | |
|---------|--|
| June 17 | 6:30pm Board Meeting (remotely) |
| June 22 | CANCELLED: 6-7pm Westside Academy Senior Celebration |
| June 23 | CANCELLED: 9-11am Center-Based 6:1:1 Graduation |
| July 7 | Noon Reorganizational-Regular Board Meeting / Following adjournment of the Reorganizational-Regular Board Meeting, there will be an Audit Committee Meeting (Monroe 2-Orleans BOCES Professional Development Center) |

16. Other Items

17. Anticipated Executive Session immediately following the regular board meeting to discuss the employment history of a particular person(s) and matters which will imperil the public safety if disclosed.

18. Adjournment

1. Call the Meeting to Order

2. Pledge of Allegiance

3. Agenda Item(s) Modifications

4. Public Hearings: Code of Conduct and District-Wide School Safety (SAVE) Plan

5. Approval of Minutes: May 13, 2020 Regular Meeting Minutes

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

DUE TO COVID-19, VIDEO CONFERENCING WAS UTILIZED (accord Executive Order 202.1). BOARD MEMBERS AND STAFF JOINED VIA ZOOM. IN-PERSON PUBLIC PARTICIPATION WAS NOT PERMITTED. THE PUBLIC WAS INVITED TO LISTEN BY DIALING 1-415-655-0001 (ACCESS CODE: 227 747 449).

Minutes of the Regular Meeting of the Board of Cooperative Educational Services, Second Supervisory District of Monroe and Orleans Counties, held on May 13, 2020 at 6:30 p.m. at the Richard E. Ten Haken Educational Services Center, Spencerport, New York 14559.

Members Present Remotely:

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

Staff Present:

Jo Anne Antonacci	Stephen Dawe
Ginger Critchley	Ian Hildreth

Staff Present Remotely:

Karen Brown, Esq.	Steve Roland
Tim Dobbertin	Dr. Michelle Ryan
Dr. Marijo Pearson	Lynda VanCoske, Esq.

Guests Present Remotely:

Joseph Pallatto, Campus Construction
Mark Esposito, Campus Construction

1. Call the Meeting to Order
The meeting was called to order by President Laba at 6:30 p.m.
2. Pledge of Allegiance
3. Agenda/Items(s) Modifications
There were no changes to the agenda.
4. Approval of Minutes
Resolved to approve the April 15, 2020, Regular Meeting Minutes as presented.

Moved by J. Abbott, seconded by M. May; passed unanimously.
5. Public Interaction
There was no public interaction.

6. Financial Reports

S. Roland reported on the Treasurer's Report, WINCAP Report, and the Internal Claims Exception Log.

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

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

7. Audit Committee

1. Resolved to approve 2020-21 Audit Committee members as follows: John Abbott, Dennis Laba, Michael May, and R. Charles Phillips.

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

8. Old Business

1. Resolved to Declare Our Capital Project 2019 as Essential and to Continue as Scheduled as presented.

WHEREAS, the BOCES has planned a Capital Project commonly known as Capital Project 2019 (the "Project");

WHEREAS, the Project generally involves: (a) exterior building work necessary to keep the BOCES' facilities weather tight and (b) site and parking lot renovations to replace underground utilities that are failing;

WHEREAS, with respect to the restrictions placed on construction projects in New York State because of the COVID-19 virus, pursuant to Executive Order 202.6, the BOCES is a government entity that is exempt from the essential business restrictions detailed in the Executive Order;

WHEREAS, guidance from the New York State Development Corporation has stated that government entities may continue essential projects that have a nexus to health and safety of building occupants, that are connected to the broader essential services that are required to fulfill the critical operations of government, or relate to the emergency response to the COVID-19 public health crisis;

WHEREAS, the work to be performed in connection with the Project includes (a) exterior renovations needed to maintain the integrity and safety of BOCES' facilities and (b) site and parking lot renovations needed to replace underground utilities that failing, which is work that is necessary for the BOCES to perform its essential services;

WHEREAS, the Project is an essential Project that should continue as scheduled.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

1. The Project is an essential Project that should continue as scheduled.
2. The District Superintendent of the BOCES, or her designee, take such other and further steps necessary, within the best interests of the BOCES, to cause the work associated with the Project to be completed as scheduled.

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

2. Joseph Pallatto and Mark Esposito from Campus Construction gave a capital project update. At 6:40 p.m., they left the meeting.

9. New Business

1. First Reading of Various Policies for Annual Review
D. Laba recommended waiving the second reading.

Resolved to waive Second Reading for Various Policies for Annual Review as presented.

Motion by M. May, seconded by J. Abbott; passed unanimously.

Resolved to approve the Second Reading for Various Policies for Annual Review as presented.

Motion by M. May, seconded by J. Abbott; passed unanimously.

2. First Reading of Policy 5261 Privacy and Security for Student Data and Teacher and Principal Data – Education Law 2-d

The board reviewed Policy 5261 Privacy and Security for Student Data and Teacher and Principal Data – Education Law 2-d. A Second Reading will be done at the June Board Meeting.

At 6:45 p.m., Lynda VanCoske left the meeting.

3. Resolved to approve Chemical Hygiene Plan for 2020-21 School Year as presented.

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

4. Resolved to adopt 2020-21 Proposed Adopted Budget as presented.

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

5. The proposed 2020-21 board presentations were discussed.

6. There was an internal auditor discussion. The board agreed to exercise its exemption for the 2020-21 school year.

7. Resolved to Authorize Change Order Process as presented.

WHEREAS, the Board of the Monroe 2-Orleans BOCES is entering into certain construction contracts (collectively "Contracts") in connection with its Capital Improvement Project (the "Project"); and

WHEREAS, the Board believes that, for purposes of efficiency and economy, the District Superintendent or the Director of Finance should be authorized to approve any change to the Contracts in the amount up to and including Twenty-Five Thousand Dollars (\$25,000), changes of Twenty-Five Thousand and One Dollars to Fifty Thousand Dollars (\$25,001 - \$50,000) in consultation with the Board Officers; and changes in excess of Fifty Thousand Dollars (\$50,000) by the District Superintendent only after attempting to canvass all Board members; and

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

1. Pursuant to the provisions of the New York State Education Law, the Board is authorized to, and by this Resolution does hereby authorize, the District Superintendent or the Director of Finance to approve any changes to the Contracts in the amount of Twenty-Five Thousand Dollars (\$25,000) or less, changes of Twenty-Five Thousand and One Dollars to Fifty Thousand Dollars (\$25,001 - \$50,000) in consultation with the Board Officers; and changes in excess of Fifty Thousand Dollars (\$50,000) by the District Superintendent only after attempting to canvass all board members, unless, after a good faith review of the proposed change(s), that the change(s) would constitute a material alteration of the Contracts.

Moved by K. Dillon, seconded by J. Heise; passed unanimously.

10. Personnel and Staffing

1. Resolution to Approve Personnel and Staffing Agenda

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

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

11. Executive Officer's Reports

District Superintendents and Superintendents are participating in daily remote meetings. Dr. Mendoza provides weekly updates to the Monroe County Superintendents.

State Education Department on behalf of the Division of budget is in the process of obtaining summer school feedback from districts and BOCES.

Due to COVID-19, remote learning is continuing for students.

Districts and BOCES are working on how to reopen school in September.

The Educational Foundation awarded 20 scholarships to seniors.

The Brockport and Wheatland-Chili Superintendent Searches are progressing.

Districts and BOCES continue to follow the guidelines advised and required by Governor Cuomo, Dr. Mendoza, and County Executive Adam Bello.

12. Committee Reports

Labor Relations Committee (J. Abbott/J. Heise) – Cancelled due to COVID-19 closures.

Legislation Committee (D. Laba/K. Dillon) – Cancelled due to COVID-19 closures. Kathy Dillon gave an update.

Information Exchange Committee (R. Charles Phillips/J. Heise) – Cancelled due to COVID-19.

13. Upcoming Meetings/Events

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

14. Other Items
There were no other items.

At 7:29 p.m., a motion was made by J. Heise, seconded by J. Abbott, passed unanimously to adjourn the meeting.

Respectfully submitted,

Virginia M. Critchley
Clerk of the Board

DRAFT

6. Public Interaction

7. Financial Reports
 1. Resolution to Accept Treasurer's Report
 2. Resolution to Accept WinCap Report
 3. Internal Claims Exception Log (Vicki Amoroso)
 4. Annual Vehicle Inventory

Monroe #2-Orleans BOCES

Treasurer's Report

Period Ending April 30, 2020

<u>GENERAL FUND</u>		<u>MONTHLY</u>	
CASH	BEGINNING BALANCE:	16,748,075.65	<u>16,748,075.65</u>
RECEIPTS:	CHARGES FOR SERVICES	6,826,514.94	
	NON-CONTRACT CHARGES	10,190.08	
	INTEREST EARNED	429.65	
	TRANSFERS FROM SPECIAL AID	0.00	
	TRANSFERS FROM TRUST AND AGENCY	0.00	
	TRANSFERS FROM UNEMPLOYMENT	0.00	
	STATE AID DUE DISTRICTS	0.00	
	MISCELLANEOUS RECEIPTS	201,358.19	
	TOTAL RECEIPTS:	7,038,492.86	<u>7,038,492.86</u>
DISBURSEMENTS:	PAYROLL	3,315,292.92	
	WARRANTS	3,584,734.54	
	TRANSFERS TO:		
	- Special Aid	0.00	
	- Trust & Agency	1,265,849.28	
	- Unemployment Reserve	0.00	
	- Capital	0.00	
	RAN PAYMENT	0.00	
	MISCELLANEOUS DISBURSEMENTS	0.00	
	TOTAL DISBURSEMENT:	8,165,876.74	<u>(8,165,876.74)</u>
	GENERAL FUND CHECKING	15,409,033.31	
	GENERAL FUND SAVINGS	211,658.46	
CASH	ENDING BALANCE:	15,620,691.77	<u>15,620,691.77</u>

Monroe #2-Orleans BOCES

Treasurer's Report

Period Ending April 30, 2020

<u>SPECIAL AID FUND</u>		<u>MONTHLY</u>	
CASH	BEGINNING BALANCE:	1,122,806.01	<u>1,122,806.01</u>
RECEIPTS:	INTEREST EARNED	11.24	
	TRANSFER FROM GENERAL	0.00	
	TRANSFER FROM TRUST AND AGENCY	0.00	
	STATE, FEDERAL & LOCAL SOURCES	576,343.00	
	MISCELLANEOUS RECEIPTS	330,403.02	
	TOTAL RECEIPTS:	906,757.26	<u>906,757.26</u>
DISBURSEMENTS:	WARRANTS	45,183.87	
	TRANSFER TO TRUST & AGENCY	0.00	
	TRANSFER TO GENERAL	0.00	
	MISCELLANEOUS DISBURSEMENTS	710.65	
	TOTAL DISBURSEMENTS:	45,894.52	<u>(45,894.52)</u>
CASH	ENDING BALANCE:	1,983,668.75	<u>1,983,668.75</u>

<u>RISK RETENTION FUND</u>		<u>MONTHLY</u>	
CASH	BEGINNING BALANCE:	1,569,802.20	<u>1,569,802.20</u>
RECEIPTS:	INTEREST EARNED	139.84	
	TRANSFER FROM GENERAL	0.00	
	MISCELLANEOUS RECEIPTS	0.00	
	TOTAL RECEIPTS:	139.84	<u>139.84</u>
DISBURSEMENTS:	WARRANTS	0.00	
	CD-INVESTMENTS	0.00	
	TRANSFER TO GENERAL	0.00	
	TRANSFER TO TRUST & AGENCY	0.00	
	TOTAL DISBURSEMENTS:	0.00	<u>0.00</u>
	CASH- LIABILITY RESERVE	19,329.25	
	CASH- UNEMPLOYMENT RESERVE	265,079.05	
	CD-LIABILITY RESERVE	1,159,007.21	
	CD-UNEMPLOYMENT RESERVE	126,526.53	
CASH	ENDING BALANCE:	1,569,942.04	<u>1,569,942.04</u>

Monroe #2-Orleans BOCES

Treasurer's Report

Period Ending April 30, 2020

<u>TRUST AND AGENCY FUND</u>		<u>MONTHLY</u>	
CASH	BEGINNING BALANCE:	135,700,861.51	<u>135,700,861.51</u>
RECEIPTS:	INTEREST EARNED	193.66	
	PAYROLL	2,110,895.84	
	TRANSFER FROM GENERAL	1,265,849.28	
	TRANSFER FROM SPECIAL AID	0.00	
	RASHP I	1,232,067.05	
	RASHP II	21,239,048.02	
	MISCELLANEOUS RECEIPTS	3,112,744.51	
	TOTAL RECEIPTS:	28,960,798.36	<u>28,960,798.36</u>
DISBURSEMENTS:	WARRANTS	2,608,353.88	
	PAYROLL	2,110,895.84	
	RASHP I	1,517,664.40	
	RASHP II	14,859,344.80	
	TRANSFER TO GENERAL FUND	0.00	
	TRANSFER TO SPECIAL AID	0.00	
	MISCELLANEOUS DISBURSEMENTS	734,548.85	
	TOTAL DISBURSEMENTS:	21,830,807.77	<u>(21,830,807.77)</u>
	CASH-CHECKING	37,562.28	
	CASH-PAYROLL	7,563.61	
	CASH-RASWC	6,982,191.77	
	CASH-WC WFL	333,460.78	
	CASH-FSA	37,134.67	
	CASH-RASHP I	1,591,836.00	
	CASH-RASHP II	63,533,878.64	
	CASH-SELF FUNDED DENTAL	331,774.98	
	CASH-STUDENT ACCIDENT	3,889.64	
	CASH-GIFT FUNDS	93,888.89	
	CASH-EDUCATIONAL TRUST FUND	0.00	
	CASH-JOHN T. KLOCK SCHOLARSHIP	2,834.38	
	MONEY MARKET / INVESTMENTS - RASHP II	38,218,410.73	
	MONEY MARKET - RASHP II - M&T	460,813.66	
	CERTIFICATE OF DEPOSIT-RASWC	18,534,147.24	
	CERTIFICATE OF DEPOSIT/SAVINGS - RASHP	12,661,464.83	
	CERTIFICATE OF DEPOSIT - RASHP II	0.00	
CASH	ENDING BALANCE:	142,830,852.10	<u>142,830,852.10</u>

Monroe #2-Orleans BOCES

Treasurer's Report

Period Ending April 30, 2020

		<u>CAPITAL FUND</u>	<u>MONTHLY</u>	
CASH	BEGINNING BALANCE		3,805,408.51	<u>3,805,408.51</u>
RECEIPTS:	INTEREST EARNED		138.54	
	TRANSFER FROM GENERAL		0.00	
	COMPONENT REVENUE		0.00	
	MISCELLANEOUS REVENUE		0.00	
	TOTAL RECEIPTS		138.54	<u>138.54</u>
DISBURSEMENTS:	WARRANTS		0.00	
	MISCELLANEOUS DISBURSEMENTS		0.00	
	TRANSFER TO:			
	- General Fund		0.00	
	- Equipment Reserve		0.00	
	TOTAL DISBURSEMENTS		0.00	<u>0.00</u>
	CAPITAL FUND CHECKING		2,903,910.22	
	CAPITAL FUND SAVINGS		109,118.53	
	CAPITAL FUND CTE EQUIPMENT RESERVE		792,518.30	
CASH	ENDING BALANCE:		3,805,547.05	<u>3,805,547.05</u>

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 05/29/2020
Fiscal Year: 2020

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
0 Administration							
100 SALARIES		1,129,424.00	15,134.00	1,144,558.00	1,044,429.62	85,118.66	15,009.72
200 EQUIPMENT		15,500.00	68,941.00	84,441.00	71,834.62	650.00	11,956.38
300 SUPPLIES		19,550.00	-849.53	18,700.47	8,121.19	6,632.56	3,946.72
400 CONTRACTUAL		2,575,945.00	52,541.61	2,628,486.61	2,139,133.61	194,011.12	295,341.88
700 INTEREST ON REVENUE NOTES		13,568.00	-12,000.00	1,568.00	0.00	0.00	1,568.00
800 EMPLOYEE BENEFITS		563,799.00	-8,300.00	555,499.00	428,662.90	88,754.57	38,081.53
899 Oth Post Retirement Benft		5,358,539.00	-94,900.00	5,263,639.00	3,606,530.67	0.00	1,657,108.33
910 TRANSFER TO CAPITAL FUND		400,000.00	0.00	400,000.00	400,000.00	0.00	0.00
950 TRANSFER FROM O & M		65,575.00	0.00	65,575.00	65,575.00	0.00	0.00
960 TRANSFER CHARGE		251,491.00	39,005.30	290,496.30	290,496.30	0.00	0.00
Subtotal of 0 Administration		10,393,391.00	59,572.38	10,452,963.38	8,054,783.91	375,166.91	2,023,012.56
1 Career Education							
100 SALARIES		3,750,006.00	-60,000.00	3,690,006.00	2,975,445.64	629,141.52	85,418.84
200 EQUIPMENT		25,000.00	319,325.45	344,325.45	169,845.64	151,897.92	22,581.89
300 SUPPLIES		368,250.00	17,243.10	385,493.10	292,426.96	14,447.18	78,618.96
400 CONTRACTUAL		232,000.00	85,641.68	317,641.68	263,335.62	40,386.71	13,919.35
490 SCH DIST AND OTHER BOCES		20,308.00	2,577.93	22,885.93	21,381.60	0.00	1,504.33
800 EMPLOYEE BENEFITS		1,725,745.00	-172,946.00	1,552,799.00	1,169,089.97	279,653.82	104,055.21
950 TRANSFER FROM O & M		1,255,696.00	0.00	1,255,696.00	1,255,696.00	0.00	0.00
960 TRANSFER CHARGE		543,079.00	3,349.11	546,428.11	546,428.11	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-88,945.00	84,442.78	-4,502.22	-4,502.22	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-4,000.00	-13.41	-4,013.41	-4,013.41	0.00	0.00
Subtotal of 1 Career Education		7,827,139.00	279,620.64	8,106,759.64	6,685,133.91	1,115,527.15	306,098.58
2 Special Education							
100 SALARIES		6,888,103.00	234,065.00	7,122,168.00	5,385,582.48	1,165,753.02	570,832.50
200 EQUIPMENT		33,314.00	108,272.23	141,586.23	111,499.98	0.00	30,086.25
300 SUPPLIES		62,231.00	-936.10	61,294.90	25,688.36	181.24	35,425.30
400 CONTRACTUAL		1,281,383.00	84,029.31	1,365,412.31	1,341,030.20	310,843.83	-286,461.72
490 SCH DIST AND OTHER BOCES		6,142,374.79	431,400.65	6,573,775.44	5,822,046.12	0.00	751,729.32
800 EMPLOYEE BENEFITS		3,996,368.00	256,643.00	4,253,011.00	2,818,998.30	733,272.65	700,740.05
950 TRANSFER FROM O & M		325,417.00	0.00	325,417.00	325,417.00	0.00	0.00
960 TRANSFER CHARGE		15,414,614.25	1,458,867.22	16,873,481.47	16,873,481.47	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		0.00	-29,227.28	-29,227.28	-29,227.28	0.00	0.00
Subtotal of 2 Special Education		34,143,805.04	2,543,114.03	36,686,919.07	32,674,516.63	2,210,050.74	1,802,351.70
3 Itinerent Services							
100 SALARIES		13,204,963.00	-862,536.40	12,342,426.60	9,232,570.73	2,060,175.40	1,049,680.47
200 EQUIPMENT		222,825.00	-2,300.00	220,525.00	91,611.19	269.70	128,644.11
300 SUPPLIES		40,896.00	2,446.00	43,342.00	20,112.58	1,408.13	21,821.29
400 CONTRACTUAL		451,478.03	1,020,220.88	1,471,698.91	167,390.02	54,296.63	1,250,012.26

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 05/29/2020

Fiscal Year: 2020

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
490 SCH DIST AND OTHER BOCES		152,834.77	32,370.61	185,205.38	162,023.28	0.00	23,182.10
800 EMPLOYEE BENEFITS		7,419,683.00	-435,357.24	6,984,325.76	4,178,528.26	1,107,885.68	1,697,911.82
950 TRANSFER FROM O & M		7,848.00	0.00	7,848.00	7,848.00	0.00	0.00
960 TRANSFER CHARGE		1,221,517.00	5,489.87	1,227,006.87	1,227,006.87	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-11,481,347.59	-1,236,269.98	-12,717,617.57	-12,717,617.57	0.00	0.00
Subtotal of 3 Itinerent Services		11,240,697.21	-1,475,936.26	9,764,760.95	2,369,473.36	3,224,035.54	4,171,252.05
4 General Instruction							
100 SALARIES		1,809,703.00	35,760.26	1,845,463.26	1,658,511.01	163,936.36	23,015.89
200 EQUIPMENT		7,145.00	34,678.85	41,823.85	36,244.96	0.00	5,578.89
300 SUPPLIES		14,236.00	8,091.93	22,327.93	10,668.09	3,198.91	8,460.93
400 CONTRACTUAL		654,824.00	-17,141.93	637,682.07	869,240.46	131,355.30	-362,913.69
490 SCH DIST AND OTHER BOCES		65,798.63	63,854.11	129,652.74	113,651.66	0.00	16,001.08
800 EMPLOYEE BENEFITS		631,127.00	-10,375.26	620,751.74	481,256.96	77,520.41	61,974.37
950 TRANSFER FROM O & M		103,027.00	4.00	103,031.00	103,031.00	0.00	0.00
960 TRANSFER CHARGE		178,079.90	13,320.55	191,400.45	191,400.45	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-15,740.00	-12,540.00	-28,280.00	-28,280.00	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-1,980.00	0.00	-1,980.00	-1,980.00	0.00	0.00
Subtotal of 4 General Instruction		3,446,220.53	115,652.51	3,561,873.04	3,433,744.59	376,010.98	-247,882.53
5 Instruction Support							
100 SALARIES		5,831,728.00	329,067.58	6,160,795.58	5,072,664.25	646,397.90	441,733.43
200 EQUIPMENT		2,994,845.00	3,241,046.01	6,235,891.01	3,177,271.52	2,000,004.06	1,058,615.43
300 SUPPLIES		568,874.00	546,973.56	1,115,847.56	905,196.22	113,861.07	96,790.27
400 CONTRACTUAL		4,183,803.00	1,344,695.18	5,528,498.18	4,257,910.75	772,409.76	498,177.67
490 SCH DIST AND OTHER BOCES		228,831.69	197,578.56	426,410.25	384,386.30	0.00	42,023.95
800 EMPLOYEE BENEFITS		2,793,638.00	31,129.10	2,824,767.10	2,031,683.44	429,653.94	363,429.72
950 TRANSFER FROM O & M		629,385.00	10,992.00	640,377.00	640,377.00	0.00	0.00
960 TRANSFER CHARGE		1,024,870.44	290,392.82	1,315,263.26	1,315,263.26	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-2,347,267.00	-342,740.30	-2,690,007.30	-2,690,007.30	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-76,185.00	-8,539.45	-84,724.45	-84,724.45	0.00	0.00
Subtotal of 5 Instruction Support		15,832,523.13	5,640,595.06	21,473,118.19	15,010,020.99	3,962,326.73	2,500,770.47
6 Other Services							
100 SALARIES		2,232,599.00	1.00	2,232,600.00	2,024,687.72	171,018.98	36,893.30
200 EQUIPMENT		455,195.00	429,495.70	884,690.70	636,078.11	92,727.65	155,884.94
300 SUPPLIES		36,000.00	29,351.76	65,351.76	18,230.28	4,217.40	42,904.08
400 CONTRACTUAL		3,320,372.00	430,027.13	3,750,399.13	2,775,041.89	644,169.26	331,187.98
490 SCH DIST AND OTHER BOCES		5,575,370.47	937,918.64	6,513,289.11	6,074,985.32	0.00	438,303.79
800 EMPLOYEE BENEFITS		1,017,436.00	13,337.00	1,030,773.00	729,692.49	129,044.42	172,036.09
950 TRANSFER FROM O & M		111,435.00	0.00	111,435.00	111,435.00	0.00	0.00
960 TRANSFER CHARGE		94,765.00	7,628.95	102,393.95	102,393.95	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-1,652,342.00	-37,870.65	-1,690,212.65	-1,690,212.65	0.00	0.00

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 05/29/2020

Fiscal Year: 2020

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
990	TRANS CRED FR OTHER FUND	-105,886.00	0.00	-105,886.00	-105,886.00	0.00	0.00
Subtotal of 6 Other Services		11,084,944.47	1,809,889.53	12,894,834.00	10,676,446.11	1,041,177.71	1,177,210.18
7 Undefined							
100	SALARIES	3,086,796.00	221,783.00	3,308,579.00	2,818,572.29	275,860.14	214,146.57
200	EQUIPMENT	28,500.00	51,150.00	79,650.00	43,993.14	24,868.51	10,788.35
300	SUPPLIES	188,450.00	61,309.48	249,759.48	182,527.01	37,856.25	29,376.22
400	CONTRACTUAL	1,811,861.00	60,019.91	1,871,880.91	1,605,139.73	229,973.26	36,767.92
490	SCH DIST AND OTHER BOCES	0.00	2,000.00	2,000.00	0.00	2,000.00	0.00
800	EMPLOYEE BENEFITS	1,540,215.00	-131,073.00	1,409,142.00	950,426.50	198,910.51	259,804.99
950	TRANSFER FROM O & M	441,160.00	0.00	441,160.00	441,160.00	0.00	0.00
960	TRANSFER CHARGE	1,318,469.00	11,151.61	1,329,620.61	1,329,620.61	0.00	0.00
970	TR CRED FR SERVICE PROGR	-7,400,787.00	-265,996.00	-7,666,783.00	-7,666,783.00	0.00	0.00
990	TRANS CRED FR OTHER FUND	-1,014,664.00	10,996.00	-1,003,668.00	-1,003,668.00	0.00	0.00
Subtotal of 7 Undefined		0.00	21,341.00	21,341.00	-1,299,011.72	769,468.67	550,884.05
Total GENERAL FUND		93,968,720.38	8,993,848.89	102,962,569.27	77,605,107.78	13,073,764.43	12,283,697.06

8. Old Business

1. Capital Project Update (Campus Construction)

8. Old Business

2. Second Reading and Resolution to Approve Policy 5261 Privacy and Security for Student Data and Teacher and Principal Data – Education Law 2-d

VARIOUS POLICY UPDATES CHART

New Policy 5261

POLICY NUMBER	RATIONALE
<p>5261 Privacy and Security For Student Data and Teacher and Principal Data - Education Law 2-d</p>	<p>Education Law 2-d outlines certain requirements for educational agencies and their third party contractors to ensure privacy and security of personally identifiable information. In January 2020 the Board of Regents adopted Part 121 of the Commissioner's Regulations related to data privacy and security. These regulations (section 121.5) require educational agencies to adopt a policy on data security and privacy by July 1, 2020. Additionally, the regulations require educational agencies to publish the policy on the district/BOCES website.</p> <p>After the first read at the May board meeting, Lynda, Ray and Michelle reviewed the policy and made some adjustments.</p>

Monroe 2-Orleans BOCES Policy

Series 5000 – Personnel

Policy #5261 – PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA – EDUCATION LAW 2-d

BOCES will maintain the privacy and security of student data and teacher and principal data (hereinafter referred to as “PII”) and will follow all applicable laws and regulations for the handling and storage of this data when disclosing or releasing the data.

BOCES will take steps to minimize the collection, processing, and transmission of PII. BOCES will not sell PII. BOCES will not use or disclose PII for any marketing or commercial purpose. BOCES will not facilitate, use or disclose PII to any other party for any marketing or commercial purposes.

Except as required by law or in the case of educational enrollment data, the BOCES will not report to NYSED the following student data elements:

- a) Juvenile delinquency records;
- b) Criminal records;
- c) Medical and health records; and
- d) Student biometric information.

Nothing in Education Law Section 2-d or this policy should be construed as limiting the administrative use of student data or teacher or principal data by a person acting exclusively in the person's capacity as an employee of the BOCES.

Data Protection Officer

BOCES designates Ray Miller, Supervising Manager, as the Data Protection Officer.

The Data Protection Officer is responsible for the implementation and oversight of this policy and any related procedures required by Education Law Section 2-d and the Commissioner's Regulations. The Data Protection Officer is the main point of contact for data privacy and security.

Data Privacy and Security Standards

BOCES will protect the privacy of PII by:

- a) Reviewing whether the use and disclosure of PII benefits students and the BOCES by considering, among other criteria, whether the use and/or disclosure will:
 - 1. Improve academic achievement;
 - 2. Empower parents and students with information; and/or
 - 3. Advance efficient and effective program and academic operations.
- b) Excluding PII in public reports and/or other public documents.
- c) ~~BOCES affords~~ *Affording* all protections under FERPA and the Individuals with Disabilities Education Act and their implementing regulations to parents and/or eligible students.

Monroe 2-Orleans BOCES Policy**Series 5000 – Personnel****Policy #5261 – PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA – EDUCATION LAW 2-d****Third-Party Contractors**

BOCES will include in contracts with third-party contractors where PII is disclosed to the vendor in the course of doing business with the vendor language obligating the vendor to maintain the privacy and security of the PII in accordance with law, regulation and NIST Cybersecurity Framework, the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1).

The third-party contractor's data privacy and security plan must, at a minimum include the following:

- a) Outline how the third-party contractor will implement all state, federal, and local data privacy and security contract requirements over the life of the contract;
- b) Specify the administrative, operational, and technical safeguards and practices in place to protect PII that the vendor will receive under the contract;
- c) Demonstrate that the third-party contractor complies with the requirements of 8 NYCRR Section 121.3(c);
- d) Specify how officers and/or employees of the third-party contractor and its assignees who have access to PII will receive training on the laws governing confidentiality of this data prior to receiving access;
- e) Specify if the third-party contractor will utilize subcontractors and the plan to ensure the subcontractor protects PII;
- f) Specify how the third-party contractor will identify breaches and unauthorized disclosures, and **promptly expediently** notify BOCES;
- g) Describe upon the termination or expiration of the contract whether, how, and when data will be returned to BOCES, transitioned to a successor contractor, deleted or destroyed;
- h) Include a copy of the Parents' Bill of Rights for Data Privacy and Security which the contractor must sign;
- i) Explain the technologies, safeguards, and practices that align with the NIST Cybersecurity Framework;
- j) Agree to limit internal access to PII to only those employees or subcontractors that have legitimate educational interests;
- k) Agree not to use the PII for any purpose not explicitly authorized in the contract;
- l) Agree not to disclose any PII to any other party without the prior written consent of the parent or eligible student except:
 1. To authorized representatives of the third-party contractor such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with law, regulation, and its contract with the BOCES or

Monroe 2-Orleans BOCES Policy**Series 5000 – Personnel****Policy #5261 – PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA – EDUCATION LAW 2-d**

2. As required by law or court order and the third-party contractor provides a notice of the disclosure to NYSED, the Board, or the institution that provided the information, no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by law or court order.
 - m) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of PII in its custody;
 - n) Use encryption to protect PII in its custody while in motion or at rest; and
 - o) Will not sell PII, will not use or disclose PII for any marketing or commercial purpose; will not facilitate, use or disclose PII to any other party for any marketing or commercial purposes.

Click-Wrap Agreements

Periodically, BOCES staff may wish to use software, applications, or other technologies in which the user must "click" a button or box to agree to certain online terms of service prior to using the software, application, or other technology. These are known as "click-wrap agreements" and are considered legally binding "contracts or other written agreements" under Education Law Section 2-d and its implementing regulations.

BOCES staff are prohibited from using software, applications, or other technologies pursuant to a click-wrap agreement in which the third-party contractor receives student data or teacher or principal data unless they have received prior approval from the BOCES Data *Privacy Protection* Officer or designee.

Parents' Bill of Rights for Data Privacy and Security

BOCES will publish the Parents' Bill of Rights for Data Privacy and Security (Bill of Rights) on its website. The Bill of Rights will be included with every contract or other written agreement it enters into with a third-party ~~vendor~~ *contractor* where the third-party contractor will receive PII.

The Bill of Rights will state in clear and plain English that:

- a) A student's PII cannot be sold or released for any commercial purposes;
- b) Parents have the right to inspect and review the complete contents of their child's education record;
- c) State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including but not limited to encryption, firewalls, and password protection, must be in place when data is stored or transferred;
- d) A complete list of all student data elements collected by the state is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> or by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, New York 12234; and
- e) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to Privacy Complaint, Chief Privacy

Monroe 2-Orleans BOCES Policy**Series 5000 – Personnel****Policy #5261 – PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA – EDUCATION LAW 2-d**

Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>

The Bill of Rights will also include supplemental information for each contract the BOCES enters into with a third-party contractor where the third-party contractor receives PII. The third party contractor will sign the Bill of Rights.

Supplemental Information to the Bill of Rights

The supplemental *information to the Bill of Rights* must include the following information:

- a) The exclusive purposes for which the PII will be used by the third-party contractor, as defined in the contract;
- b) How the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the PII will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable laws and regulations;
- c) The duration of the contract, including the contract's expiration date, and a description of what will happen to the PII upon expiration of the contract or other written agreement;
- d) If and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data that is collected;
- e) Where the student data or teacher or principal data will be stored, described in a manner as to protect data security, and the security protections taken to ensure the data will be protected *and whether data is encrypted* and data privacy and security risks mitigated; and
- f) Address how the data will be protected using encryption while in motion and at rest.

BOCES will publish on its website the supplement *information to the Bill of Rights* for any contract or other written agreement it has entered into with a third-party contractor that will receive PII. The Bill of Rights and supplemental information may be redacted to the extent necessary to safeguard the privacy and/or security of the BOCES data and/or technology infrastructure.

Right of Parents and Eligible Students to Inspect and Review Students' Education Records

Consistent with the obligations under FERPA, parents and eligible students have the right to inspect and review a student's education record by making a request directly to the BOCES, see Policy 6320.

Complaints of Breach or Unauthorized Release of Student Data and/or Teacher or Principal Data

Parents have the right to submit complaints about possible breaches of student data to the Chief Privacy Officer at NYSED. Parents, eligible students, teachers, principals, and other BOCES staff may file complaints with the BOCES about breaches or unauthorized releases PII as follows:

- a) All complaints must be submitted to the Data Protection Officer in writing.

Monroe 2-Orleans BOCES Policy**Series 5000 – Personnel****Policy #5261 – PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA – EDUCATION LAW 2-d**

- b) BOCES will promptly acknowledge receipt of the complaint, commence an investigation, and take the necessary precautions to protect PII.
- c) BOCES will provide the individual who filed the complaint with its findings within a reasonable period of time, but no more than sixty (60) calendar days from the receipt of the complaint.
- d) If the BOCES requires additional time, or where the response may compromise security or impede a law enforcement investigation, the BOCES will provide the complainant a written explanation that includes the approximate date when the BOCES anticipates that it will respond to the complaint.

BOCES will maintain a record of all complaints of breaches or unauthorized releases of PII and the disposition in accordance with the Records Retention and Disposition Schedule ED-1 (1988; rev. 2004).

Reporting a Breach or Unauthorized Release

BOCES will report every discovery or report of a breach or unauthorized release of PII to the NYSED Chief Privacy Officer no more than ten (10) calendar days after the discovery.

Each third-party contractor that receives PII will be required to **promptly** notify the BOCES of any breach of security resulting in an unauthorized release of the PII in violation of applicable laws and regulations, the Parents' Bill of Rights for Student Data Privacy and Security, BOCES policy, and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible **and without unreasonable delay**, but no more than seven (7) calendar days after the discovery of the breach.

BOCES will in turn notify the Chief Privacy Officer of the breach or unauthorized release of PII no more than ten (10) calendar days after it receives the third-party contractor's notification using a form or format prescribed by NYSED.

Investigation of Reports of Breach or Unauthorized Release by the Chief Privacy Officer

The Chief Privacy Officer is **required authorized** to investigate reports of breaches or unauthorized releases of PII by third-party contractors. As part of an investigation, the Chief Privacy Officer may require that the parties submit documentation, provide testimony, and may visit, examine, and/or inspect the third-party contractor's facilities and records.

Upon the belief that a breach or unauthorized release constitutes criminal conduct, the Chief Privacy Officer is required to report the breach and unauthorized release to law enforcement in the most expedient way possible and without unreasonable delay.

Third-party contractors are required to cooperate with the **District BOCES** and law enforcement to protect the integrity of investigations into the breach or unauthorized release of PII.

Upon conclusion of an investigation, if the Chief Privacy Officer determines that a third-party contractor has through its actions or omissions caused student data or teacher or principal data to be breached or released to any person or entity not authorized by law to receive this data in violation of applicable laws and regulations, BOCES policy, and/or any binding contractual obligations, the Chief

Monroe 2-Orleans BOCES Policy**Series 5000 – Personnel****Policy #5261 – PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA – EDUCATION LAW 2-d**

Privacy Officer is required to notify the third-party contractor of the finding and give the third-party contractor no more than thirty (30) days to submit a written response.

If after reviewing the third-party contractor's written response, the Chief Privacy Officer determines the incident to be a violation of Education Law Section 2-d, the Chief Privacy Officer will be authorized to:

- a) Order the third-party contractor be precluded from accessing PII from the affected educational agency for a fixed period of up to five years; *and/or*
- b) Order that a third-party contractor or assignee who knowingly or recklessly allowed for the breach or unauthorized release of student data or teacher or principal data be precluded from accessing student data or teacher or principal data from any educational agency in the state for a fixed period of up to five years; *and/or*
- c) Order that a third-party contractor who knowingly or recklessly allowed for the breach or unauthorized release of student data or teacher or principal data will not be deemed a responsible bidder or offer or on any contract with an educational agency that involves the sharing of student data or teacher or principal data, as applicable for purposes of General Municipal Law Section 103 or State Finance Law Section 163(10)(c), as applicable, for a fixed period of up to five years; *and/or*
- d) Require the third-party contractor to provide **additional** training governing confidentiality of student data and/or teacher or principal data to all its officers and employees with reasonable access to this data and certify that the training has been performed at the contractor's expense. This additional training is required to be performed immediately and include a review of laws, rules, and regulations, including Education Law Section 2-d and its implementing regulations.
- e) *Determine no penalty be issued to the third-party contractor if ~~the Chief Privacy Officer determines that~~ the breach or unauthorized release of student data or teacher or principal data on the part of the third-party contractor or assignee was inadvertent and done without intent, knowledge, recklessness, or gross negligence. ~~The Commissioner would then make a final determination as to whether the breach or unauthorized release was inadvertent and done without intent, knowledge, recklessness or gross negligence and whether or not a penalty should be issued.~~*

Each violation could be punishable by a civil penalty ranging from \$1,000 to \$10,000.

The Commissioner would then make a final determination as to whether the breach or unauthorized release was inadvertent and done without intent, knowledge, recklessness or gross negligence and whether or not a penalty should be issued.

Notification of a Breach or Unauthorized Release

BOCES will notify affected parents, eligible students, teachers, and/or principals no more than sixty (60) calendar days after the discovery of a breach or unauthorized release of PII by BOCES or the receipt of a notification of a breach or unauthorized release of PII from a third-party contractor unless that notification would interfere with an ongoing investigation by law enforcement or cause further disclosure of PII by disclosing an unfixed security vulnerability. Where notification is delayed under these circumstances, BOCES will notify parents, eligible students, teachers, and/or principals

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within seven (7) calendar days after the security vulnerability has been remedied or the risk of interference with the law enforcement investigation ends.

Notifications will be clear, concise, use language that is plain and easy to understand, and to the extent available, include:

- a) A brief description of the breach or unauthorized release, the dates of the incident and the date of discovery, if known;
- b) A description of the types of PII affected;
- c) An estimate of the number of records affected;
- d) A brief description of the BOCES investigation or plan to investigate; and
- e) Contact information for representatives who can assist parents or eligible students that have additional questions.

Notification will be directly provided to the affected parent, eligible student, teacher, or principal by first-class mail to their last known address, by email, or by telephone.

Where a breach or unauthorized release is attributed to a third-party contractor, the third-party contractor is required to pay for or promptly reimburse the ~~District~~ *BOCES* for the full cost of this notification.

Annual Data Privacy and Security Training

BOCES will annually provide data privacy and security awareness training to its officers and staff with access to PII. This training will include, but not be limited to, training on the applicable laws and regulations that protect PII and how staff can comply with these laws and regulations. BOCES may deliver this training using online training tools and this training may be included as part of the training that the BOCES already offers to its workforce.

Notification of Policy

BOCES will publish this policy on its website and provide notice of the policy to all its officers and staff.

Education Law § 2-d
8 NYCRR Part 121

Adopted: _____

9. New Business

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

MONROE 2-ORLEANS BOCES

Student Code of Conduct

2019-2020

2020-2021



Equal Opportunity Notice

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

**Code of Conduct
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Code of Conduct

I. Introduction

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

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

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

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

II. Definitions

For purposes of this Code, the following definitions apply.

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

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

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

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

“CTE” means Career and Technical Education.

“CWD” means Center for Workforce Development.

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

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

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

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

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

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

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

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

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

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

III. Student Bill of Rights

A. Student Rights

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

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

B. Student Responsibilities

All students have the responsibility to:

1. Contribute to maintaining a safe, respectful, healthy, civil, and orderly school environment that is conducive to learning and to show respect to staff, students, and other persons lawfully on BOCES property and to BOCES property, *itself*.
2. Be familiar with and abide by all home school district, site locations and BOCES policies, rules and regulations dealing with student conduct.
3. Attend school every day unless an excused absence is provided, be on time for class, and be prepared to learn.
4. Work to the best of their ability in all academic and extracurricular pursuits and strive toward their highest level of achievement possible.
5. Respond to direction given by staff in a respectful, positive manner.
6. Work to develop strategies to control their anger.
7. Ask questions when they do not understand.
8. Seek help in solving problems that might otherwise lead to discipline.
9. Dress and groom for school and BOCES functions in accordance with the dress code.
10. Accept responsibility for their behavior.
11. Conduct themselves as representatives of the BOCES when participating in or attending BOCES functions; to hold themselves to the highest standards of conduct, demeanor, and sportsmanship.
12. Report violation(s) of Code to a BOCES' staff member.

IV. Essential Partners

A. Parents

All parents are expected to:

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

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

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

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

B. BOCES School-based Mental Health Staff

BOCES School-based Mental Health Staff are expected to:

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

C. Authorized BOCES officials

Authorized BOCES officials are expected to:

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

D. District Superintendent

The District Superintendent is expected to:

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

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

E. Board

The Board is expected to:

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

F. Dignity for All Students Act Coordinator (DASA)

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

V. Student Dress Code

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

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

1. Be safe, appropriate and not disrupt or interfere with the educational process.

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

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

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

VI. Prohibited Student Conduct

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

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

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

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

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

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

- D. Engage in conduct that is violent. A violent student is defined as an elementary or secondary student under the age of 21 who engages in violent conduct. [N.Y. Educ. Law §§ 2801(2)(m) and 3214(2-a)(a). Examples of violent conduct include but are not limited to:
1. ~~Committing or threatening an act of violence (such as hitting, spitting, kicking, punching, and scratching) upon BOCES staff or attempting to do so.~~
 2. Committing or threatening an act of violence (such as hitting, kicking, punching, spitting, and scratching) upon another *staff or* student or any other person lawfully on BOCES property or attempting to do so.
 3. Possessing a firearm or weapon or other dangerous instrument capable of causing death or physical injury, or what appears to be a firearm or weapon. Authorized law enforcement officials called by BOCES or legally on BOCES property for an official purpose are the only persons permitted to have a firearm or weapon in their possession while on BOCES property or at a BOCES function.
 4. Displaying what appears to be a firearm or weapon or other dangerous instrument capable of causing death or physical injury.
 5. Threatening to use any firearm or weapon *or what appears to be a firearm or weapon* or other dangerous instrument capable of causing death or physical injury, ~~or what appears to be a firearm or weapon.~~
 6. *A student who removes an instrument from a classroom, such as a clay cutter or an X-acto knife from art class, or a drill or hammer, etc., is considered to be in possession of a weapon. A student who uses the instrument in class in accordance with the curriculum is not to be considered in possession of a weapon.*
 7. Knowingly and intentionally damaging or destroying the personal property of a student, staff or any other person lawfully on BOCES property.
 8. Knowingly and intentionally damaging or destroying any BOCES property by use of graffiti or arson or any other means.
- E. Engage in any conduct that endangers the safety, morals, physical or mental health or welfare of others. Examples of such conduct include but are not limited to:
1. Lying to BOCES staff.
 2. Stealing the property of other students, BOCES staff or any other person on BOCES property or attending a BOCES function.
 3. Defamation, which includes making false or unprivileged statements or representations about an individual or identifiable group of individuals that harm the reputation of the person or the identifiable group by demeaning them on BOCES property, off BOCES property provided the defamation creates a disruption to school, or through social media provided the defamation creates a disruption to school (including electronic media such as via cell phone, texting, emails, website, IM's, chat rooms and the like).
 4. Discrimination, bullying, and/or harassment that creates a hostile environment for an employee or students by conduct or by threats, intimidation, or abuse including cyberbullying (through any form of electronic communication or social media) that either:

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

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

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

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

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

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

5. Discrimination, harassment, or bullying which includes the use of age, sex, race, gender identity, gender expression, color, creed, religion, national origin, marital status, veteran status, disability, military status, sexual orientation, prior criminal offense, domestic violence victim status, interns, genetic status as a basis for treating another in a negative manner.
6. Harassment/bullying/cyberbullying, which includes severe action or a persistent, pervasive pattern of actions or statements directed at an identifiable individual or group which are intended to be or which a reasonable person would perceive as ridiculing or demeaning, extortion or put down through electronic devices including but not limited to email, iPods, iPads, computer use, website, chat rooms, IM's, text messaging or cyber image(s) or verbally, including the action known as sexting, upskirting or taking photographs of another without consent.
7. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm.
8. Hazing, which includes any intentional or reckless act directed against another for the purpose of induction or initiation into, affiliating with or maintaining membership in any BOCES sponsored activity, organization, club or team.
9. Selling, distributing, sharing, exchanging, creating, using, or possessing obscene material.
10. Smoking, selling, sharing, distributing, using, exchanging, consuming, manufacturing and/or possessing a tobacco product and/or any product in any form that contains nicotine, *including an e-cigarette or a vaporizer*. Tobacco shall be defined as any lighted or unlighted cigarette, cigar, cigarillo, pipe, bidi,

- clove, cigarette, and any other smoking product matter or substance that contains tobacco, and spit tobaccos, (smokeless, dip chew and/or snuff), in any form.
11. Possessing, consuming, selling, distributing, using, sharing, exchanging, manufacturing, or under the influence or appear under the influence of: a) alcoholic beverages in any form such as a powdered alcohol; b) ~~e-cigarettes, or vaporizers or a similar instrument;~~ c) illegal substances, or a substance thought by the student to be illegal; or ~~d)~~ c) being under the influence of either. “Illegal substances” includes, but is not limited to, inhalants, marijuana, opioids, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-alike drugs, and any substances commonly referred to as “designer drugs.” The police will be called in these instances.
 12. Using, selling, distributing, sharing, possessing, consuming, exchanging, manufacturing, being under the influence of, prescription and/or over-the-counter drugs or substances thought by the student to be over-the-counter or prescription drugs.
 13. Using, selling, distributing, sharing, possessing, consuming, exchanging, manufacturing, or being under the influence of legal substances that mimic the effects of an illegal substance, or any prescription marijuana.
 14. Possessing, using, selling, sharing, distributing, manufacturing, or exchanging drug paraphernalia or items that could be used as drug paraphernalia. Drug paraphernalia includes but is not limited to any kind of equipment, product, or material intended to be used for or used for the manufacturing, compounding, converting, concealing, producing, processing, preparing, injecting, ingesting, or inhaling such as lighters, matches, drops in e-cigarettes and vaporizers, “dab,” “dabs,” or “dab pens,” *residue in any form that tests positive for THC, bowls, scales, or dime bags.*
 15. Gambling.
 16. Indecent exposure, that is, exposure to sight of the private parts of the body in person, sexting, or through Internet websites, IM’s, text messaging, chat rooms, emails, cell phones, upskirting, and the like.
 17. Initiating a report warning of an intruder, a fire, a bomb threat, or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher.
 18. Engaging in off-campus misconduct that interferes with or can reasonably be expected to substantially disrupt the student(s) education and/or the educational process in BOCES or at a BOCES function.
- F. Engage in misconduct while on school transportation. It is crucial for students to behave appropriately while riding on a school vehicle to ensure their safety and that of other passengers and to avoid distracting the driver. Students are required to conduct themselves in a manner consistent with established standards for classroom behavior while on the bus or in a school vehicle. Excessive noise, pushing, shoving and fighting, etc., will not be tolerated in a school or BOCES vehicle.

VII. Reporting Violations

allegations is such that it may be necessary for the student to remove any of his or her clothing in order for the child protective services worker to verify the allegations, the BOCES nurse or other district medical personnel must be present during that portion of the interview. No student will be required to remove his or her clothing in front of a child protective worker or authorized BOCES official of the opposite gender.

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

XIII. Visitors to the Schools

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

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

XIV. Public Conduct on School Property

The BOCES is committed to providing an orderly, respectful, supportive and safe environment that is conducive to learning. To create and maintain this kind of an environment, it is necessary

to regulate public conduct on BOCES property and at BOCES functions. For purposes of this section of the Code, "public" shall mean persons when on BOCES property or attending a BOCES function including students, teachers and district personnel.

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

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

A. Prohibited Conduct

No person, either alone or with others, shall:

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

12. Possess, use, or threaten the use of firearm(s) or weapon(s) in or on BOCES property or at a BOCES function, except in the case of law enforcement officers ~~or except as specifically authorized by the school district.~~
13. Loiter on or about BOCES property or at a BOCES' function.
14. Gamble on BOCES property or at BOCES functions.
15. Refuse to comply with any reasonable order of identifiable BOCES authorized officials performing their duties.
16. Incite others to commit any of the acts prohibited by this Code or law.
17. Violate any federal or state statute, local ordinance or BOCES policy while on BOCES property or while at a BOCES function.

B. Penalties

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

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

C. Enforcement

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

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

necessary, local law enforcement authorities will be contacted to assist in removing the person.

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

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

A. Dissemination of Code of Conduct

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

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

B. Review

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

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

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

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

C. **DASA Training**

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

D. **Dignity Act Coordinators**

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

<u>Name</u>	<u>Building</u>	<u>Phone</u>	<u>E-mail</u>
Tim Dobbertin	BOCES-Wide/ESC	352-2415	tdobbert@monroe2boces.org
Heather Malone	Preschool	617-2320	hmalone@monroe2boces.org
Adam Porter	Westview	617-2570	aporter@monroe2boces.org
Nicole Littlewood	Exceptional Children Learning Center	617-2439	nlittlew@monroe2boces.org
Maria Tantillo	Spencerport Admin. Building	617-2540	mtantill@monroe2boces.org
Rebecca Spence	Terry Taylor Elementary	349-5637	rspence@monroe2boces.org
Adam Porter	Rochester Tech Park	617-2570	aporter@monroe2boces.org
James Jewell	Special Education Transition Programs at Slayton Plaza, Roberts Wesleyan, Golisano Children's Hospital (SEARCH) and Paul Road	617-2523	jejewell@monroe2boces.org
Robert Nells	Ridgecrest Academy	617-2948	rnells@monroe2boces.org
Robert Hill	WEMOCO	352-2480	rhill@monroe2boces.org
Martha Willis	Westside Academy	617-2550	mwillis@monroe2boces.org

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

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

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

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

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

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

Prevention

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

Coordinators

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

<u>Name</u>	<u>Building</u>	<u>Phone</u>	<u>E-mail</u>
Tim Dobbertin	BOCES-Wide/ESC	352-2415	tdobbert@monroe2boces.org
Heather Malone	Preschool	617-2320	hmalone@monroe2boces.org
Adam Porter	Westview	617-2570	aporter@monroe2boces.org
Nicole Littlewood	Exceptional Children Learning Center	617-2439	nlittlew@monroe2boces.org
Maria Tantillo	Spencerport Admin. Building	617-2540	mtantill@monroe2boces.org
Rebecca Spence	Terry Taylor Elementary	349-5637	rspence@monroe2boces.org
Adam Porter	Rochester Tech Park	617-2570	aporter@monroe2boces.org
James Jewell	Special Education Transition Programs at Slayton Plaza, Roberts Wesleyan, Golisano Children's Hospital (SEARCH) and Paul Road	617-2523	jejewell@monroe2boces.org
Robert Nells	Ridgecrest Academy	617-2948	rnells@monroe2boces.org
Robert Hill	WEMOCO	352-2480	rhill@monroe2boces.org
Martha Willis	Westside Academy	617-2550	mwillis@monroe2boces.org

Intervention

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

Provisions for not feeling safe at school

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

Training

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

Reporting and Investigation

Students, staff, and parents should report bullying behavior they have observed or experienced. Complaints will be documented, treated and handled in accordance with the DASA

regulations or BOCES Code of Conduct. Staff is expected to report an incident of bullying even if the student did not complain. The results of an investigation should be reported to the complainant and accused who can appeal based on the procedures outlined in the DASA regulation 6462.

Disciplinary Consequences/Remediation

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

Non-Retaliation

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

Dissemination, monitoring, review, and reporting

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

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

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

9. New Business

2. Resolution to Approve 2020-2021 Classroom Lease Template

2020-21 CLASSROOM LEASE FOR SPACE
TEMPLATE

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

WITNESSETH:

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

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

1. ASSIGNMENT

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

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

2. BREACH OF ONE PROVISION

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

3. CHANGES, ALTERATIONS

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

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

The Landlord will instruct its staff as to the confidentiality of records and information and the penalties for breach thereof.

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

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 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. LOGO

Each party will use the other's name and/or logo in any descriptive or promotional materials of any kind without the other party's written approval.

25. 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 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: Director of Human Resources, 3599 Big Ridge Road, Spencerport, New York 14559, 585-352-2420, and is also the Title VII and Title IX Officer. For further information on notice of non-discrimination, visit <http://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.

26. 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.

27. 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.

28. 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.

29. RENTAL

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

30. INVALID/SEVERABILITY

In the event any provisions of this Lease 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.

31. SPACE

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

32. SUBCONTRACTING

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

33. TERM

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

34. 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.

35. USAGE

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

36. 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 _____
SUPERINTENDENT OF SCHOOLS

9. New Business

3. Resolution to Approve 2020-2021 Fair Share Lease Template

2020-21 FAIR SHARE LEASE FOR SPACE
TEMPLATE

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

WITNESSETH:

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

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

1. ASSIGNMENT

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

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

2. BREACH OF ONE PROVISION

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

3. CHANGES, ALTERATIONS

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

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

The Landlord will instruct its staff as to the confidentiality of records and information and the penalties for breach thereof.

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.

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

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 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. LOGO

Each party will use the other's name and/or logo in any descriptive or promotional materials of any kind without the other party's written approval.

25. 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 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: Director of Human Resources, 3599 Big Ridge Road, Spencerport, New York 14559, 585-352-2420, and is also the Title VII and Title IX Officer. For further information on notice of non-discrimination, visit <http://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.

26. 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.

27. 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.

28. 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.

29. RENTAL

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

Landlord agrees to lease to Tenant the following fair share space: «Rooms». In addition, sufficient and appropriate space for related services will be provided. Each year the number of rooms to be provided as a result of "fair share" will be adjusted based on October 1 enrollments and a new lease will be signed.

Based on the foregoing provisions of paragraph 2, the Landlord will provide the following classrooms during the (Year) school year: «Provide». The premises hereby leased are classrooms and related space of a facility located at (see Schedule A) consisting of (see Schedule A) square feet and are more particularly described in Schedule A attached hereto. It is understood that if the Landlord is unable to provide sufficient rooms to meet the fair share allocations in some grade levels, but since the Landlord did honor its fair share commitment by arranging to have other districts provide additional rooms to fulfill the Landlord' obligation, the rooms identified in Schedule A will satisfy the Landlord's fair share allocation for the (year) school year. In addition, during the (year) school year, the Landlord will be providing more than its required number of rooms in some grade levels.

30. INVALID/SEVERABILITY

In the event any provisions of this Lease 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.

31. SPACE

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

32. SUBCONTRACTING

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

33. TERM

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

34. 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.

35. USAGE

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

36. USAGE CHANGES

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

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

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

BOARD OF COOPERATIVE EDUCATIONAL SERVICES (Tenant)

BY _____
JO ANNE L. ANTONACCI
DISTRICT SUPERINTENDENT

_____ DATE

(LANDLORD)

BY _____
SUPERINTENDENT OF SCHOOLS

_____ DATE

9. New Business

4. Resolution to Approve 2020-21 Preschool Classroom Leases with Gates Chili, Greece, Hilton and Spencerport Central School Districts

2020-21 PRESCHOOL LEASE FOR SPACE

THIS AGREEMENT OF LEASE made this ____ day of _____, 20__ by and between the GATES CHILI CENTRAL SCHOOL DISTRICT, a municipal corporation with offices at 3 Spartan Way, Rochester, NY 14624, hereinafter referred to as the “Landlord,” and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, MONROE-ORLEANS COUNTIES, hereinafter referred to as “Tenant”;

WITNESSETH:

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

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

1. ASSIGNMENT

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

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

2. BREACH OF ONE PROVISION

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

3. CHANGES, ALTERATIONS

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

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

The Landlord will instruct its staff as to the confidentiality of records and information and the penalties for breach thereof.

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 District immediately. The Tenant also agrees to pay the cost of replacement of individual keys. If in the judgment of the District and competent police authority the building ought to be re-keyed due to the Tenant's negligence or inadvertence, the Tenant agrees to pay the cost of re-keying for the affected areas of the facility. (The cost of re-keying is not to exceed \$500.00.).
- (b) Snow and ice removal of the parking lots and all exterior areas of the building not limited to roof and sidewalks.
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- (e) Maintain fire alarm system and cost associated with such.
- (f) Pay for all heat, water, sewer, electric and all other utilities except telephone.
- (g) Provide adequate parking facilities for Tenant personnel, students and parents near leased space.
- (h) Custodial and janitorial services; landscaping.
- (i) Maintain present fire extinguishers and smoke detectors.
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- (l) Landlord will pay all county, state, local property and other taxes associated with the real and personal property.
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- (n) Maintain maintenance and mowing of grounds and flower beds.
- (o) Potable and drinkable water at the appropriate lead levels.

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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 utilize Landlord's space under this lease 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.

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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.

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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, 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, 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. INTEREST

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 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. LOGO

Each party will use the other's name and/or logo in any descriptive or promotional materials of any kind without the other party's written approval.

25. 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 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: Director of Human Resources, 3599 Big Ridge Road, Spencerport, New York 14559, 585-352-2420, and is also the Title VII and Title IX Officer. For further information on notice of non-discrimination, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area, or call 1-800-421-3481. Please note that those wishing to file a complaint may also do so through the Department of Education's Office for Civil Rights at <https://www2.ed.gov/about/offices/list/ocr/complaintprocess.html>. See also New York State Executive Law 296.

26. 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 and title). Notices and Service of Process sent to Tenant shall be to the attention of its District Clerk.

27. 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.

28. 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.

29. RENTAL

The Tenant shall pay as and for rent of said premises the rate of nine dollars and twenty cents (\$9.20) per square foot for a total of seven thousand five hundred ninety dollars (\$7,590.00) yearly. The rent is payable in two (2) installments, one-half by November 30 and one-half by March 1, upon invoice from Landlord and payable to the Landlord's School District Treasurer.

30. INVALID/SEVERABILITY

In the event any provisions of this Lease 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.

31. SPACE

The Landlord agrees to lease to Tenant the following space: Classroom A7 consisting of a total of 825 square feet.

32. SUBCONTRACTING

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

33. TERM

The term of the lease is for one (1) year from September 1, 2020 through June 30, 2021 for one (1) preschool classroom at Neil Armstrong Elementary School located at 3273 Lyell Road, Rochester, NY 14606.

34. 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.

35. USAGE

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

36. 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.

MONROE 2-ORLEANS BOCES (Tenant)

BY _____
JO ANNE L. ANTONACCI
DISTRICT SUPERINTENDENT

_____ DATE

GATES CHILI CENTRAL SCHOOL DISTRICT (Landlord)

BY _____
SUPERINTENDENT OF SCHOOLS

_____ DATE

2020-21 PRESCHOOL LEASE FOR SPACE

THIS AGREEMENT OF LEASE made this ____ day of _____, 20__ by and between the GREECE CENTRAL SCHOOL DISTRICT, a municipal corporation with offices at 750 Maiden Lane, Rochester. NY 14615, hereinafter referred to as the “Landlord,” and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, MONROE-ORLEANS COUNTIES, hereinafter referred to as “Tenant”;

WITNESSETH:

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

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

1. ASSIGNMENT

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

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

2. BREACH OF ONE PROVISION

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

3. CHANGES, ALTERATIONS

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

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

The Landlord will instruct its staff as to the confidentiality of records and information and the penalties for breach thereof.

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

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 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. LOGO

Each party will use the other's name and/or logo in any descriptive or promotional materials of any kind without the other party's written approval.

25. 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 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: Director of Human Resources, 3599 Big Ridge Road, Spencerport, New York 14559, 585-352-2420, and is also the Title VII and Title IX Officer. For further information on notice of non-discrimination, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area, or call 1-800-421-3481. Please note that those wishing to file a complaint may also do so through the Department of Education's Office for Civil Rights at <https://www2.ed.gov/about/offices/list/ocr/complaintprocess.html>. See also New York State Executive Law 296.

26. 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.

27. 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.

28. 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.

29. RENTAL

The Tenant shall pay as and for rent of said premises the rate of nine dollars and twenty cents (\$9.20) per square foot for a total of thirty thousand one hundred fifty-seven dollars and sixty cents (\$30,157.60) yearly. The rent is payable in two (2) installments, one-half by November 30 and one-half by March 1, upon invoice from Landlord and payable to the Landlord's School District Treasurer.

30. INVALID/SEVERABILITY

In the event any provisions of this Lease 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.

31. SPACE

The Landlord agrees to lease to Tenant the following space: 805 square feet for Classroom B-9 and 803 square feet for Classroom B-10 at Craig Hill, and 806 square feet for Classroom B-8 and 864 square feet for Classroom B-9 at Autumn Lane.

32. SUBCONTRACTING

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

33. TERM

The term of the lease is for one (1) year from September 1, 2020 through June 30, 2021 for four (4) preschool classrooms, two at Craig Hill Elementary School and two at Autumn Lane Elementary School.

34. 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.

35. USAGE

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

36. 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.

MONROE 2-ORLEANS BOCES (Tenant)

BY _____
JO ANNE L. ANTONACCI
DISTRICT SUPERINTENDENT

_____ DATE

GREECE CENTRAL SCHOOL DISTRICT (Landlord)

BY _____
SUPERINTENDENT OF SCHOOLS

_____ DATE

2020-21 PRESCHOOL LEASE FOR SPACE

THIS AGREEMENT OF LEASE made this ____ day of _____, 20__ by and between the HILTON CENTRAL SCHOOL DISTRICT, a municipal corporation with offices at 225 West Avenue, Hilton, NY 14468, hereinafter referred to as the “Landlord,” and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, MONROE-ORLEANS COUNTIES, hereinafter referred to as “Tenant”;

WITNESSETH:

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

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

1. ASSIGNMENT

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

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

2. BREACH OF ONE PROVISION

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

3. CHANGES, ALTERATIONS

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

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

The Landlord will instruct its staff as to the confidentiality of records and information and the penalties for breach thereof.

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

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 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. LOGO

Each party will use the other's name and/or logo in any descriptive or promotional materials of any kind without the other party's written approval.

25. 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 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: Director of Human Resources, 3599 Big Ridge Road, Spencerport, New York 14559, 585-352-2420, and is also the Title VII and Title IX Officer. For further information on notice of non-discrimination, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area, or call 1-800-421-3481. Please note that those wishing to file a complaint may also do so through the Department of Education's Office for Civil Rights at <https://www2.ed.gov/about/offices/list/ocr/complaintprocess.html>. See also New York State Executive Law 296.

26. 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 and title). Notices and Service of Process sent to Tenant shall be to the attention of its District Clerk.

27. 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.

28. 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.

29. RENTAL

The Tenant shall pay as and for rent of said premises the rate of nine dollars and twenty cents (\$9.20) per square foot for a total of seven thousand two hundred twelve dollars and eighty cents (\$7,212.80) yearly. The rent is payable in two (2) installments, one-half by November 30 and one-half by March 1, upon invoice from Landlord and payable to the Landlord's School District Treasurer.

30. INVALID/SEVERABILITY

In the event any provisions of this Lease 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.

31. SPACE

The Landlord agrees to lease to Tenant the following space: Classroom P8 consisting of 784 square feet.

32. SUBCONTRACTING

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

33. TERM

The term of the lease is for one (1) year from September 1, 2020 through June 30, 2021 for one (1) preschool classroom at Hilton Village Elementary School located at 100 School Lane, Hilton, NY 14468

34. 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.

35. USAGE

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

36. 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.

MONROE 2-ORLEANS BOCES (Tenant)

BY _____
JO ANNE L. ANTONACCI
DISTRICT SUPERINTENDENT

_____ DATE

HILTON CENTRAL SCHOOL DISTRICT (Landlord)

BY _____
SUPERINTENDENT OF SCHOOLS

_____ DATE

2020-21 PRESCHOOL LEASE FOR SPACE

THIS AGREEMENT OF LEASE made this ____ day of _____, 20__ by and between the SPENCERPORT CENTRAL SCHOOL DISTRICT, a municipal corporation with offices at 71 Lyell Avenue, Spencerport, NY 14468, hereinafter referred to as the “Landlord,” and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, MONROE-ORLEANS COUNTIES, hereinafter referred to as “Tenant”;

WITNESSETH:

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

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

1. ASSIGNMENT

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

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

2. BREACH OF ONE PROVISION

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

3. CHANGES, ALTERATIONS

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

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

The Landlord will instruct its staff as to the confidentiality of records and information and the penalties for breach thereof.

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

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 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. LOGO

Each party will use the other's name and/or logo in any descriptive or promotional materials of any kind without the other party's written approval.

25. 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 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: Director of Human Resources, 3599 Big Ridge Road, Spencerport, New York 14559, 585-352-2420, and is also the Title VII and Title IX Officer. For further information on notice of non-discrimination, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area, or call 1-800-421-3481. Please note that those wishing to file a complaint may also do so through the Department of Education's Office for Civil Rights at <https://www2.ed.gov/about/offices/list/ocr/complaintprocess.html>. See also New York State Executive Law 296.

26. 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 and title). Notices and Service of Process sent to Tenant shall be to the attention of its District Clerk.

27. 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.

28. 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.

29. RENTAL

The Tenant shall pay as and for rent of said premises the rate of nine dollars and twenty cents (\$9.20) per square foot for a total of seven thousand five hundred ninety-nine dollars and twenty cents (\$7,682.00) yearly. The rent is payable in two (2) installments, one-half by November 30 and one-half by March 1, upon invoice from Landlord and payable to the Landlord's School District Treasurer.

30. INVALID/SEVERABILITY

In the event any provisions of this Lease 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.

31. SPACE

The Landlord agrees to lease to Tenant the following space: Classroom 7 consisting of 826 square feet.

32. SUBCONTRACTING

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

33. TERM

The term of the lease is for one (1) year from September 1, 2020 through June 30, 2021 for one (1) preschool classroom at Munn Elementary School located at 2333 Manitou Road, Spencerport, NY 14559.

34. 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.

35. USAGE

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

36. 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.

MONROE 2-ORLEANS BOCES (Tenant)

BY _____ DATE _____
JO ANNE L. ANTONACCI
DISTRICT SUPERINTENDENT

SPENCERPORT CENTRAL SCHOOL DISTRICT (Landlord)

BY _____ DATE _____
SUPERINTENDENT OF SCHOOLS

9. New Business
 5. Resolution to Authorize Funding the Career Technical Education Equipment Reserve Fund up to \$150,000.00



*Monroe 2–Orleans
Board of Cooperative Educational Services*

Jo Anne L. Antonacci, District Superintendent

**Finance
Office**

Steve Roland
Director of Finance
Tel: (585) 352-2412
Fax: (585) 352-2756

Email:
sroland@monroe2boces.org

**Career and Technical Education (CTE) Equipment Reserve Fund –
Authorization to Fund**

Resolved, upon the recommendation of the District Superintendent, that the Monroe 2 - Orleans BOCES Board authorizes additional contributions to the previously established Career and Technical Education (CTE) Equipment Reserve Fund up to the amount of \$150,000 from 2019/20 school year expenditures.

9. New Business

6. Resolution to Authorize Funding the Teachers' Retirement Contribution Reserve Sub-Fund Up To \$441,503.00



Monroe 2–Orleans
Board of Cooperative Educational Services

Jo Anne L. Antonacci, District Superintendent

**Finance
Office**

Steve Roland
Director of Finance
Tel: (585) 352-2412
Fax: (585) 352-2756
Email:
sroland@monroe2boces.org

**Teachers' Retirement Contribution Reserve Sub-Fund –
Authorization to Fund**

Resolved, upon the recommendation of the District Superintendent, that the Monroe 2 - Orleans BOCES Board authorizes contributions to the previously established Teachers' Retirement Contribution Reserve Sub-Fund up to the amount of \$441,503 from 2019/20 school year expenditures.

9. New Business

7. Resolution to Authorize Funding the Retirement Contribution Reserve up to \$1,000,000.00



*Monroe 2–Orleans
Board of Cooperative Educational Services*

Jo Anne L. Antonacci, District Superintendent

**Finance
Office**

Steve Roland
Director of Finance
Tel: (585) 352-2412
Fax: (585) 352-2756

Email:
sroland@monroe2boces.org

Retirement Contribution Reserve Fund – Authorization to Fund

Resolved, upon the recommendation of the District Superintendent, that the Monroe 2 - Orleans BOCES Board authorizes additional contributions to the previously established Retirement Contribution Reserve Fund up to the amount of \$1,000,000 from 2019/20 school year expenditures.

9. New Business

8. Resolution to Approve 1-Year Extension of the Aramark Contract

9. New Business

9. Resolution to Approve Lease Renewal for the Chili Paul Complex Facility

9. New Business

10. Resolution to Approve CaTS Month-to-Month Lease Amendment

9. New Business

11. First Reading of District-Wide School Safety (SAVE) Plan

Monroe 2-Orleans BOCES

DISTRICT-WIDE SCHOOL SAFETY PLAN



2020-2021



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Introduction

School safety is the job of the entire school community. This effort requires leadership and coordination by school administration, and involvement and participation from all sectors of the school community. Planning, conducting drills, and participating in exercises with law enforcement, fire, emergency officials and other members of the school community ensures a comprehensive, unified approach to school emergency response planning. Building relationships and community engagement are vital to building a safer school community.

The purpose of the Monroe 2–Orleans BOCES District-Wide Safety Plan and each school’s Emergency Response Plan (ERP) is to help school/site officials identify and respond to potential emergencies by assigning responsibilities and duties of the school employees, students, families, and community stakeholders. It is important to develop, maintain, train and exercise ERPs in order to respond quickly before, during and after an incident. A well-developed and practiced ERP provides parents/guardians and the community reassurance that the school has established guidelines and procedures to respond to threats and hazards efficiently and effectively. Monroe 2–Orleans BOCES uses the New York State suggested planning format to assist schools in meeting legislative mandates contained in 8 NYCRR Section 155.17 and provides the use of best practices to improve outcomes following emergency situations.

The content, organization, and terminology provided in the New York State Guide to School Emergency Response Planning aligns with the Federal Emergency Management Agency’s “Guide for Developing High-Quality School Emergency Operations Plans (2013)”. The organization of this guide supports two key practices being adopted in New York State. First, the guide provides standardized language that is consistent with current national emergency response protocols. Secondly, consistent formatting in each Building ERP aligns critical information necessary to improve rapid response to emergencies together in the following sections:

- The Basic Plan
- Functional Annexes
- Threat/Hazard Specific Annexes
- Appendices

The Basic Plan standardizes language and provides a structured framework for school ERPs statewide. Individualized policies and procedures have been developed by Monroe 2–Orleans BOCES based on potential circumstances and resources. Tools to manage an emergency include response procedures that are developed through threat assessments, safety audits, planning, and training before an incident occurs. Monroe 2–Orleans BOCES uses the recommended New York State Functional Annexes in order to standardize the terminology used by district employees and emergency responders during an emergency.

Functional annexes focus on critical operational functions and the courses of action developed to carry them out.

Actions and best practices are outlined in each of the Building Plans Threat/Hazard Annexes section, detail what to do in the event of various emergencies. These ERPs provide current information about school/site response team members, students and staff with special needs and any other information critical to each school building. The BOCES has also identified appropriate staff to fill specific roles related to incident command and appropriate response teams. All of the building principals, assistant principals, directors, supervisors and other key BOCES members have been trained in the Incident Command System. The BOCES has also appointed a Chief Emergency Officer as required in order to coordinate and communicate between staff and law enforcement and first responders. The Chief Emergency Officer is responsible for ensuring the completion and yearly update of the Building-Level Emergency Response Plans. All Building-Level Emergency Response Plans are confidential but are submitted to New York State and local emergency responders for review. Appropriate training and drilling is required to ensure that all district personnel and students understand the plan and their roles and responsibilities.

SUMMARY OF LAWS

The following is a summary of New York State law pertaining to building level school emergency response plans. In 2000, Chapter 181 enacted Education Law §2801-a (Project SAVE) requiring the implementation of certain school safety plans. Education Law §2801-a required that every school district, Board of Cooperative Educational Services (BOCES) and county vocational education extension board, as well as the Chancellor of the City School District of the City of New York, develop a building-level school safety plan regarding crisis intervention and emergency response (“school emergency response plan”). Section 2801-a, prescribed minimum requirements of a school emergency response plan, which included policies and procedures relating to responding to certain threats. These plans were designed to prevent or minimize the effects of emergencies and to facilitate the coordination of schools and school districts with local and county resources in the event of such emergencies. The Commissioner of the New York State Education Department, prescribed requirements into regulation 8 NYCRR Section 155.17.

155.17 (b) Development of school safety plans. Every board of education of a school district, every board of cooperative educational services and county vocation education and extension board and the chancellor of the City School District of the City of New York Shall adopt by July 1, 2001, and shall update by July 1st of each succeeding year, a district-wide school safety plan and building level school safety plans regarding crisis intervention and emergency response and management.

Introduction

155.17 (e)(2) School Emergency Response Plan. A school emergency response plan shall be developed by the building-level school safety team and shall include the following elements:

- 155.17 (e)(2)(i) Policies and Procedures for Safe Evacuation
- 155.17 (e)(2)(ii) Designation of Response Teams
- 155.17 (e)(2)(iii) Procedures for Emergency Responder Access to Building Plans and Road Maps
- 155.17 (e)(2)(iv) Communication in Emergencies
- 155.17 (e)(2)(v) Definition of the Chain of Command Consistent with NIMS/ICS
- 155.17 (e)(2)(vi) Coordinated Plan for Disaster Mental Health Services
- 155.17 (e)(2)(vii) Procedures for Annual Review
- 155.17 (e)(2)(viii) Procedures for the Conduct of Drills
- 155.17 (e)(2)(ix) Procedures for Restricting Access to Crime Scenes

155.17 (e)(3) A copy of each building-level safety plan and any amendments thereto, shall be filed with the appropriate local law enforcement agency and with the State Police within 30 days of adoption.

155.17 (j) Drills. Each school district and board of cooperative educational services shall, at least once every school year, and where possible in cooperation with local county emergency preparedness officials, conduct one test of its emergency plan or its emergency response procedures under each of its building level school safety plans, including sheltering or early dismissal.

Risk Reduction/Prevention and Intervention

A. Prevention/Intervention Strategies

Monroe 2–Orleans BOCES administration believes that improved communication among students, parents/guardians, and school staff adds to the quality of life and sense of safety at all of our schools. Such communication allows for the reporting, intervention, and prevention of potentially violent incidents before they actually occur. The following is a brief list of programs and initiatives that are in place at some or all of the BOCES schools/sites that promote open communication and have a positive impact on the quality of life in our schools:

- Positive Behavioral Interventions and Supports (PBIS)
- Bullying Reporting Process
- Peer Mediation
- Therapeutic Crisis Intervention Training
- Life Space Training
- Social Skills Instruction
- Trauma, Illness and Grief (TIG) Teams
- National Incident Management System (NIMS)
- Incident Command System (ICS)
- NY Safe School Training
- Counselors, childcare providers, youth assistants and social workers on each campus to develop rapport with students

Strategies for improving communication among students and between students and staff and reporting of potentially violent incidents, such as the establishment of:

- Youth advocacy programs, such as, SkillsUSA, National Technical Honor Society and Special Education Parent Teacher Organization (SEPTO)
- Conflict resolution
- Forums and/or designating a mentor for students concerned with bullying or violence
- Anonymous reporting mechanisms for school violence
- Staffed on-site student support systems, i.e., counselors, social workers, child care workers

B. Training, Drills, and Exercises

Training

Monroe 2–Orleans BOCES understands the importance of training. All school/site staff, students, and others deemed appropriate by the school/site shall receive training during the school year to better prepare them for an incident. The annual training will review the Monroe 2–Orleans BOCES District-Wide School Safety Plan, individual ERPs, and brief staff on their roles and communication procedures during an emergency. Monroe 2–Orleans BOCES also submits certification to the NYSED that all district and school/site staff have undergone annual training components on violence prevention and mental health. New employees hired after the start of the school year receive training within 30 days of hire. All other staff will receive this training by Sept. 15 of each school year.

Multi-Hazard Training

Monroe 2–Orleans BOCES will provide annual multi-hazard school safety training for staff and students. The components of this training will be consistent throughout the BOCES. Staff training will be routinely conducted at the building/staff level followed by drills with the entire school population. These drills will focus on our standard response actions to a potentially threatening incident to include: early dismissal, lock down procedures, hold-in-place procedures, shelter-in-place procedures, lockout procedures and evacuations. The use of tabletop drills to accomplish or complement this training will be considered when live drills are impractical or not sufficient to meet the training goals.

Drills and Exercises

At a minimum, schools will conduct the following exercises/drills annually:

- Section 807 of the Education Law mandates 12 emergency drills each school year to prepare students to be able to respond appropriately in the event of a sudden emergency. The statute requires that four of the 12 drills be lock-down-drills. The remaining eight are evacuation drills. Eight of the required 12 drills must be completed by Dec. 31.
- 8 NYCRR Section 155.17 (3) states each Building-Level Emergency Response Plan shall be tested including sheltering and early dismissal (no earlier than 15 minutes before normal dismissal). The district will ensure that each building conducts drills and other exercises to test the components of their Building-Level Emergency Response Plan
- One lockdown drill will be conducted in the first marking period and three lockdown drills will be unannounced following the first announced drill
- Lockdown drills will be conducted internally to ensure that school/site staff have the ability to secure the facility and students against an immediate threat to life and safety. Such drills will cause minimal interruption to academic activities and will involve the clearance of hallways, locking of classrooms and positioning of students and staff in pre-designated “safe areas” within each room. Where possible, the school/site should seek out opportunities to conduct full-scale response exercises with law enforcement
- Whenever a lockdown drill is conducted, whether announced or unannounced, the school will notify local law enforcement and/or the regional 911 Emergency Dispatch Center prior to and at the conclusion of the drill. This will be done to ensure that law enforcement does not receive a false report that the school/site is in actual lockdown. Any announcements made during a drill will be preceded and ended with the phrase “this is a drill”. This will ensure that all involved recognize that this is a drill and not a real incident. Additionally, a sign or notice will also be placed at all public entrances indicating that a drill is in progress and to wait for service. This will serve to notify any uninformed parents or visitors and prevent unwarranted panic

Risk Reduction/Prevention and Intervention

- Non-student-occupied buildings, such as Communication and Technology Services, the Curriculum Materials Center, the Educational Services Center and the Elementary Science Program, may do three Evacuation Drills and one Lockdown Drill

C. Implementation of School Security

As described in the Monroe 2–Orleans BOCES Code of Conduct, all members of each school/site community share a responsibility in promoting and maintaining a safe and orderly school environment. Some of the more specific measures are expanded upon below.

Security Personnel – Hiring and Training

All Monroe 2–Orleans BOCES security guards are hired and trained consistent with the New York State Security Guard Act of 1992 and the requirements set forth in the New York State Division of Criminal Justice Services. Continual training is provided to maintain licensing and skills.

Security Personnel – Responsibilities and Authority

Monroe 2–Orleans BOCES employs security personnel to assist the schools in dealing with all manners of security and safety issues. The principal role of our security personnel is to safeguard students, staff and visitors from harm; to deter, detect, respond to, and report infractions of the Code of Conduct and New York State Law; and to protect the district’s assets from theft and damage. Security personnel employed by Monroe 2–Orleans BOCES are authorized to carry out this role consistent with the Monroe 2–Orleans BOCES Policies and Regulations applicable New York State Law, Security Standard Operating Procedures and BOCES training.

Security Guard Standard Operating Procedures

These district-wide security guidelines, procedures, and practices within the BOCES will be periodically updated.

Limited Access

All exterior doors will be locked with the exception of one controlled point of access during the school day.

Visitor Access

Building/site access will be controlled during the regular school day by locking down the building and utilizing the front door buzzer/intercom/camera to screen visitors prior to entrance into the building. Consistent with Monroe 2–Orleans BOCES Board Policy and Code of Conduct, an approved visitor to a school/site will present valid government issued photo identification and be given a pass prior to gaining access to the building.

Video Surveillance

Most buildings provide video surveillance to enhance the safety of our students and staff. The cameras may or may not be

actively monitored, but the recordings are available for BOCES officials and local law enforcement use.

Intrusion Detection

Buildings are protected by an intrusion detection alarm system that is linked to a central monitoring station.

Security Review

Through the coordination of the Monroe 2–Orleans BOCES Safety Committee, School/Site Safety Teams and the Coordinator of School Safety and Security, there is an ongoing review of security issues.

D. Vital Educational Agency Information

Monroe 2–Orleans BOCES maintains certain information about each school/site building within the BOCES including, but not limited to: school populations, transportation needs and business and home telephone numbers of key personnel. In addition, similar information on other district departments, as well as the assets that those departments could provide in the event of an emergency, is also maintained at the BOCES level.

E. Early Detection of Potentially Violent Behaviors

The Monroe 2–Orleans BOCES acknowledges the importance of early recognition and intervention into conflicts and potentially violent behaviors.

- Monroe 2–Orleans BOCES will ensure that appropriate school violence prevention and intervention training will be incorporated into teacher conference days and be provided to all staff during regularly scheduled staff training sessions. All threats of violence are taken seriously and investigated
- We recognize that despite our best efforts, students and parents may need additional assistance to respond to bullying. To ensure a quick response to parent and student concerns, the Monroe 2–Orleans BOCES has developed a bullying reporting process. Each BOCES program has identified a Dignity for All Students (DASA) coordinator responsible for this function
- Students and staff are encouraged to share information regarding any conflicts or potentially violent behaviors with an administrator (and law enforcement when appropriate) so an investigation can commence
- The Monroe 2–Orleans BOCES has developed policies and procedures for contacting parents, guardians or persons in a parental relation to a student in the event of an implied or direct threat of violence by a student against themselves, including threat of suicide

F. Hazard Identification

The list of sites of potential emergency include all school/site buildings, playground areas, properties adjacent to schools, and off-site field trip locations. These hazards and how to handle each issue will be documented in each Building-Level Emergency Response Plan.

District Resources & Contacts

Emergency Operations Group

During an emergency, the Emergency Operations Group shall function under the command of the District Superintendent and the district's Chief Emergency Officer. The Chief Emergency Officer will be designated at a Board meeting annually. Under normal circumstances, the Chief Emergency Officer will be the Coordinator of School Safety and Security.

District Superintendent's Cabinet

The District Superintendent's Cabinet includes all assistant superintendents, directors of human resources and finance and Exceptional Children, Center for Workforce Development, Elementary Science Program and the executive principal of Career and Technical Education. This group may be activated to provide assistance to any building in need.

Command Post

During an emergency, the District Superintendent or their designee may activate the Emergency Operations Group when necessary, and they will meet at a designated location. In addition to the Emergency Operations Group, the District Superintendent may summon additional cabinet members and resources to report to this location. This designated location will be referred to as the Command Post although the exact location may vary depending on the type and extent of the event.

District Data and Contacts

An updated list of district data and contacts will be updated and made available to key personnel, including all building principals, directors and site supervisors but is not available to the general public.

District-Wide School Safety Team

The Monroe 2–Orleans BOCES School Safety Team will meet at least two times per year to discuss school safety issues under the direction of the Chief Emergency Officer/Coordinator of Safety and Security. The Team will consist of staff members from across the BOCES, community members and emergency responders. This team will make recommendations to the District Superintendent regarding school safety issues and develop the Monroe 2–Orleans BOCES District-Wide School Safety Plan.

Programs Housed in Host Sites

Monroe 2–Orleans BOCES programs that are housed in host sites, such as Gates Chili High School, Spencerport Central Schools, Roberts Wesleyan College, or others, will use the host sites' emergency plans as their Emergency Response Plan.

General Procedures

General Response Actions For Emergencies

Subsequent sections of this Monroe 2-Orleans BOCES District-Wide School Safety Plan outline specific response actions for individual emergency situations. If an emergency situation occurs at the building-level, it is the responsibility of each and every BOCES employee to take those actions which are geared toward preserving the health and safety of all students and staff.

A. Concept of Operations

The overall strategy of the Monroe 2-Orleans BOCES District-Wide School Safety Plan and Building-Level Emergency Response Plans (ERP) is to execute effective and timely decisions and actions that prevent harm, protect lives and property, mitigate damages, restore order and aid recovery. These plans are based upon the concept that the incident management functions that must be performed by the school generally parallel some of their daily routine functions. To the extent possible, the same personnel and material resources used for daily activities will be employed during incidents. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the incident may be suspended. The personnel, equipment, and supplies that would typically be required from those routine functions will be redirected to accomplish assigned incident management tasks.

Implementation of the Incident Command System (ICS)

The Incident Command System (ICS) will be used to manage all incidents and major planned events/drills. In general the initial Incident Commander at the building/site will be the building principal/director/site supervisor and will be the delegated authority to direct all incident activities within the school's jurisdiction. The Incident Commander will establish an Incident Command Post (ICP) and provide an assessment of the situation to the emergency responders, identify incident management resources required, and direct the on-scene incident management activities from the ICP. If no Incident Commander is present at the onset of the incident, the most qualified individual will assume command until relieved by a more qualified Incident Commander. 8 NYCRR Section 155.17 (e)(2)(v) requires a definition of a chain of command consistent with the Incident Command System.

Initial Response

School/site personnel are likely to be the first on the scene of an incident in a school setting. Staff and faculty are expected to respond as appropriate and notify the principal/director/site supervisor, or designee until command is transferred to someone more qualified and/or to an emergency response agency with legal authority to assume responsibility (police, fire or EMS. Staff will seek guidance and direction from the school district and emergency responders.

Any staff person or faculty in a building that sees or is aware of an emergency shall activate the building ERP.

B. Organization and Assignment of Responsibilities

This section establishes the operational organization that will be relied on to manage an incident and includes examples of the types of tasks that may be performed by different positions.

The Incident Commander is not able to manage all of the aspects associated with an incident without assistance. The school/site relies on other key school/site personnel to perform tasks that will ensure the safety of students and staff during a crisis or incident. The Incident Command System (ICS) uses a team approach to manage incidents. It is difficult to form a team while a crisis or incident is unfolding. Roles should be pre-assigned based on training and qualifications. Each staff member and volunteer must be familiar with his or her role and responsibilities before an incident occurs.

Principal/Program Director /Site Supervisor

The principal/director/site supervisor, or their designee, will serve as the Incident Commander and designate a minimum of two qualified individuals to serve as alternates in the event that the principal/director/site supervisor is unable to serve in that role. At all times, the principal/director/site supervisor still retains the ultimate responsibility for the overall safety of students and staff.

Responsibilities include:

- Provide direction over all incident management actions based on procedures outlined in the Monroe 2-Orleans BOCES District-Wide School Safety Plan and building Emergency Response Plan or ERP
- Take steps necessary to ensure the safety of students, staff and others
- Determine which emergency protocols to implement as described in the functional annexes of the Monroe 2-Orleans BOCES District-Wide School Safety Plan and the building ERP
- Coordinate/cooperate with emergency responders
- Keep the District Superintendent and Chief Emergency Officer informed of the situation

Teachers/Substitute Teacher/Student Teachers

Teachers shall be responsible for the supervision of students and shall remain with students unless directed to do otherwise.

Responsibilities include:

- Supervise students under their charge
- Take steps to ensure the safety of students, staff, and other individuals
- Take attendance when class relocates to a designated area or to an evacuation site
- Report missing students to the appropriate Emergency Response Team member

General Procedures

- Execute assignments as directed by the Incident Commander
- Obtain first aid services for injured students from the school nurse or person trained in first aid. Arrange for first aid for those who are unable to be moved
- Render first aid or CPR if certified and deemed necessary

Teacher Aide

Responsibilities include:

- Assisting teachers as directed and actions to ensure the safety of students

Counselors, Social Workers and School Psychologists

Responsibilities include:

- Take steps to ensure the safety of students, staff and other individuals during the implementation of the ERP
- Provide appropriate direction to students as described in the Monroe 2–Orleans BOCES District-Wide School Safety Plan and the building ERP for the incident type
- Render first aid or CPR and/or psychological aid if trained to do so
- Assist in the transfer of students, staff and others when their safety is threatened by an emergency
- Administer counseling services as deemed necessary during or after an incident
- Execute assignments as directed by the Incident Commander

School Nurse/Health Assistant

Responsibilities include:

- Administer first aid or emergency treatment as needed
- Supervise administration of first aid by those trained to provide it
- Organize first aid and medical supplies
- Execute assignments as directed by the Incident Commander

Custodians/Maintenance Staff

Responsibilities include:

- Survey and report building damage to the Incident Commander
- Control main shutoff valves for gas, water and electricity and ensure that no hazard results from broken or downed lines
- Provide damage control as needed
- Assist in the conservation, use and disbursement of supplies and equipment
- Control locks and physical security as directed by the Incident Commander
- Keep Incident Commander informed of the condition of the school
- Execute assignments as directed by the Incident Commander

Principals/Directors/Site Supervisors, Secretaries/Office Secretaries

Responsibilities include:

- Answer phones and assist in receiving and providing consistent information to callers

- Provide for the safety of essential school records and documents
- Provide assistance to the Incident Commander/principal/director/site supervisor
- Monitor radio emergency broadcasts
- Execute assignments as directed by the Incident Commander

Bus/Van Drivers

Responsibilities include:

- Supervise the care of students if disaster occurs while students are on the bus
- Transfer students to new location when directed
- Execute assignments as directed by the Incident Commander

Other Staff/Security

Responsibilities include:

- Execute assignments as directed by the Incident Commander

Students

Responsibilities include:

- Cooperate during emergency drills, exercises and during an incident
- Follow directions given by facility and staff.
- Know student emergency actions and assist fellow students in an incident
- Report situations of concern
- Develop an awareness of the high priority threats/hazards and how to take measures to protect against and mitigate those threats/hazards

Parents/Guardians

Responsibilities include:

- Encourage and support school safety, violence prevention and incident preparedness programs within the school
- Participate in volunteer service projects for promoting school incident preparedness
- Provide the school with requested information concerning the incident, early/late dismissals and other related release information
- Listen to and follow directions as provided by the school district

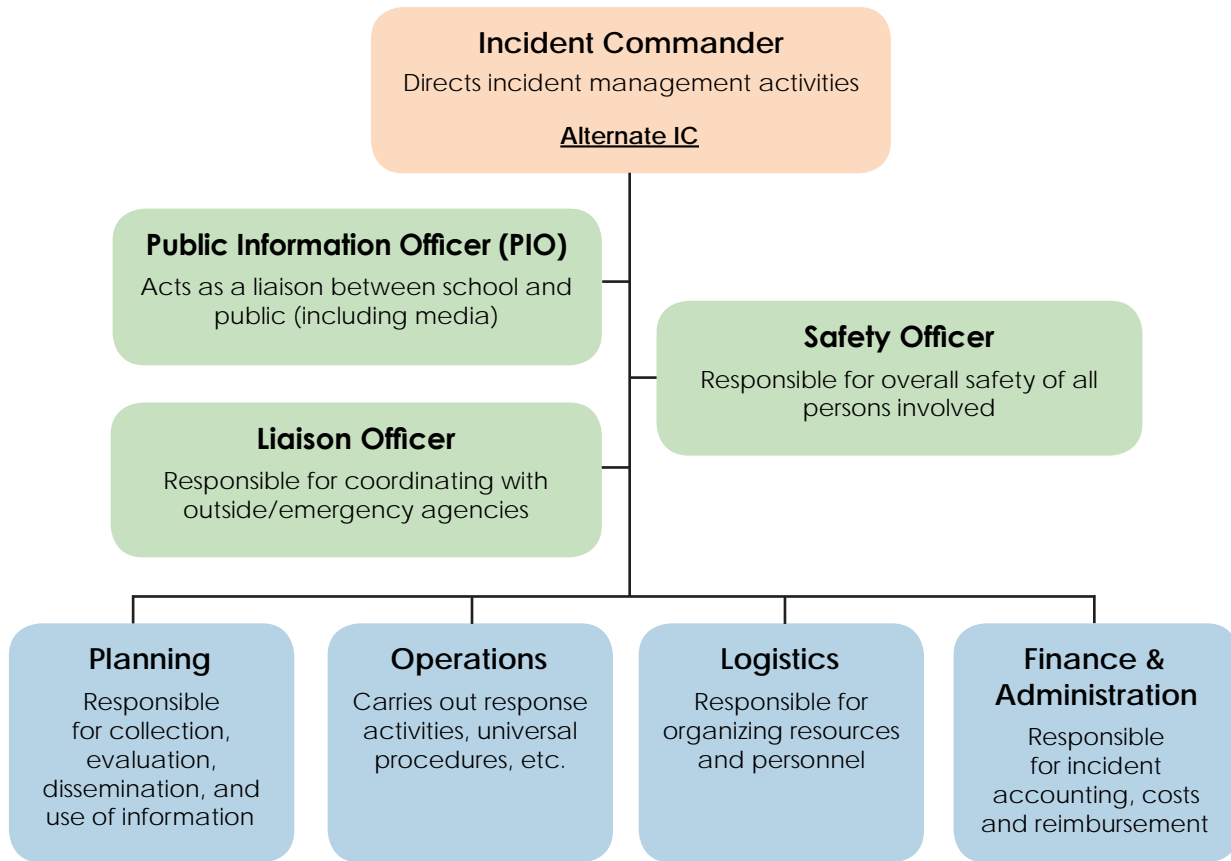
C. Direction, Control, and Coordination

School Incident Command System

To provide for effective direction, control and coordination of an incident, the School ERP will be activated through the implementation of the Incident Command System (ICS).

Staff are assigned to serve within the ICS structure based on their expertise, training and the needs of the incident. Roles should be pre-assigned based on training and qualifications. The school ICS is organized as follows:

General Procedures



School Incident Command System (ICS) Roles Defined

The Incident Command System is organized into the following functional areas:

Incident Command

Direct the incident management activities using strategic guidance provided by the District Superintendent or their designee.

Responsibilities and duties include:

- Establish and manage the command post, establish the incident organization and determine strategies to implement protocols (adapt as needed)
- Monitor incident safety conditions and develop measures for ensuring the safety of building occupants
- Coordinate media relations and information dissemination with the District Superintendent/Incident Commander
- Develop working knowledge of local/regional agencies, serve as the primary on-scene contact for outside agencies assigned to an incident and assist in accessing services when the need arises
- Document all significant activities

Planning Section

Collect, evaluate and disseminate information needed to measure the size, scope and seriousness of an incident and to plan appropriate incident management activities.

Responsibilities and duties include:

- Assist Incident Commander in the collection and evaluation of information about an incident as it develops (including site map and area map), assist with ongoing planning efforts and maintain incident log
- Document all activities

Operations Section

Direct all tactical operations of an incident including the implementation of response/recovery activities according to ICS, care of students, first aid, psychological first aid, search and rescue, site security, damage assessment, evacuations and the release of students to parents.

Responsibilities and duties include:

- Monitor site utilities (i.e. electric, gas, water, heat/ventilation/air conditioning) and shut off only if danger exists or directed by the Incident Commander and assist in securing the facility
- Establish medical triage with staff trained in first aid and CPR, provide and oversee care given to injured persons, distribute supplies, and request additional supplies from the Logistics Section

General Procedures

- Provide and access psychological first aid services for those in need and access local/regional providers for ongoing crisis counseling for students, staff and parents/guardians
- Coordinate the rationed distribution of food and water, establish secondary toilet facilities in the event of water or plumbing failure, and request needed supplies from the Logistics Section
- Document all activities

As needed, Emergency Response Teams may be activated within the Operations Section. 8 NYCRR Section 155.17 (e)(2)(ii) requires the designation of individuals assigned to emergency response teams.

Logistics Section

Support ICS by securing and providing needed personnel, equipment, facilities, resources and services required for incident resolution. Coordinate personnel, assembling and developing volunteer teams and facilitates communication among incident responders. This function may involve a major role in an extended incident.

Responsibilities and duties include:

- Establish and oversee communications and activities during an incident (two-way radio, written updates, etc.) and develop telephone tree for after-hours communication
- Establish and maintain school and classroom preparedness kits, coordinate access to and distribution of supplies during an incident and monitor inventory of supplies and equipment
- Document all activities

Finance/Administration Section

Oversee all financial activities including purchasing necessary materials, tracking incident costs, arranging contracts for services, timekeeping for emergency responders, submitting documentation for reimbursement and recovering school records following an incident.

Responsibilities and duties include:

- Overall documentation and recordkeeping activities; when possible, photograph and videotape damage to property
- Develop a system to monitor and track expenses.
- Account for financial losses in accordance with district policy and secure all records

Coordination with Responders

The building Emergency Response Plan (ERP) may have a set of interagency agreements with various agencies to aid in timely communication. Agreements with these agencies and services (including, but not limited to, mental health, law enforcement and fire departments) could help coordinate services between the agencies and the school. The agreements could specify the type of communication and services provided by one agency to another

In the event of an incident involving outside agencies, a transfer of command from the school Incident Commander to a responding agency will occur.

Source and Use of Resources

The school/site will use its own resources and equipment to respond to incidents until emergency responders arrive. It will be the responsibility of the Emergency Operations Group and the Superintendent's Cabinet to help secure these resources.

D. Information Collection, Analysis and Dissemination

The school/site will collect, analyze, and disseminate information during and after an incident.

Types of Information

During an incident, the school/site will assign administrative staff to monitor weather and local law enforcement alerts. This information will be analyzed and shared with the Incident Commander.

After an incident, the school/site will assign staff to monitor websites and hotlines of mental health, emergency management and relief agencies. The school/site will also monitor the Monroe 2-Orleans BOCES information portal to determine any information pertinent or critical to the schools/site recovery effort.

Information Documentation

The assigned staff member will document the information gathered including:

- Source of information
- Staff member who collected and analyzed the information
- Staff member to receive and use the information
- Format for providing the information
- Date and time the information was collected and shared

E. Administration, Finance and Logistics

Agreements and Contracts

If school resources prove to be inadequate during an incident, the school will request assistance from local emergency agencies, other agencies and industry in accordance with existing Memoranda of Understanding. Such assistance includes equipment, supplies and/or personnel. All agreements are entered into by authorized Monroe 2-Orleans BOCES and building/site officials.

General Procedures

Documentation

The Incident Command System (ICS) section chiefs will maintain accurate logs recording key incident management activities including:

- Activation or deactivation of incident facilities
- Significant changes in the incident situation
- Major commitments of resources or requests for additional resources from external sources
- Issuance of protective action recommendations to staff and students
- Evacuations
- Casualties
- Containment or termination of the incident

Incident Costs

The ICS Finance/Administration section is responsible for maintaining records summarizing the use of personnel, equipment and supplies to obtain an estimate of incident response costs that can be used in preparing future school budgets and to share these costs with the District Superintendent and District Business Office. These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the State and/or Federal government. In General, under normal circumstances, the Finance Director will fill this role.

Preservation of Records

In order to continue normal school operations following an incident, records such as legal documents and student files must be protected (i.e. in the event of a fire and flood).

F. Authorities and References

The following are state and federal authorizations upon which Building Emergency Response Plans is based. These authorities and references provide a legal basis for emergency management operations and activities.

- The New York State Safe Schools Against Violence in Education (Project SAVE) and 8 NYCRR Section 155.17 require that school emergency plans define the chain of command in a manner consistent with the Incident Command System (ICS). Refer to Appendix B for the defined chain of command.
- New York State Executive Order 26.1 (2006), established ICS as the state's standard command and control system that will be utilized during emergency operations.
- Homeland Security Presidential Directive (HSPD) – 5 required the development of National Incident Management System (NIMS), of which ICS is a critical component.

G. Communications

Communication Between School and Emergency Responders

The school/site will contact and maintain communications with emergency responders during an incident. The School Incident Commander or Chief Emergency Officer will transfer command to the appropriate emergency responder who arrives on the scene to assume management of the incident, including coordination of internal and external communications. The Incident Commander will use the communication platform described in the Monroe 2–Orleans BOCES District-Wide School Safety Plan to notify the principal/director/site supervisor of the schools/sites status and needs. The Monroe 2–Orleans BOCES Communication Manager and emergency responders will coordinate the release of information to ensure that information is consistent, accurate and timely.

Internal Communications

Monroe 2–Orleans BOCES has a Communications Manager or public information officer (PIO) who will be responsible to:

- Help create the policies and plans for communicating emergency information internally and to the public
- Follow the communications policies and procedures established by the school
- Help establish alternative means to provide information in the event of a failure of power, phone or other lines of communication
- Develop materials for use in media briefings
- Act as the contact for emergency responders and assist in coordination of media communications

Communication Between School Officials and Staff Members

School/site personnel will be notified when an incident occurs and kept informed as additional information becomes available. They will also be informed as plans for management of the incident evolve. Keep staff informed to the greatest degree possible.

Communication Between Building Officials and Students

Communication of emergency information between school/site officials will primarily take place through the building's public address system or face-to-face between faculty and students. Other methods of communication with students/staff may also be used.

External Communications

Building site officials must communicate with the larger school community on how incidents will be addressed on a regular basis. However, once an incident does occur, parents, media and the community at large will require clear and concise messages from the school about the incident. This will include what is being done and the safety of the children and staff.

General Procedures

Communication with Parents

- Before an incident occurs, the school/site will:
 - Inform parents on how to access alerts and incident information
 - Inform parents that the school/site has developed the Monroe 2–Orleans BOCES District-Wide School Safety Plan and a Building Emergency Response Plan, along with their purpose and objectives. Information will be included in the yearly school calendar and is also available on the district website
 - Be prepared with translation services for non-English-speaking families and students with limited English proficiency
- In the event of an incident, the school will:
 - Disseminate information through the Blackboard Connect system to inform parents about what is known to have happened
 - Implement a plan to manage phone calls and parents who arrive at the school
 - Describe how the school/site and Monroe 2–Orleans BOCES are handling the situation
 - Provide a phone number, web site address or recorded hotline where parents can receive updated incident information if deemed necessary
 - Inform parents and students when and where school will resume
 - After an incident, school administrators will schedule and attend an open question-and-answer meeting for parents/guardians as soon as possible if deemed necessary

Communication with the Media

In the event of an incident, the School Incident Commander, Communications Director, Chief Emergency Officer or the Emergency Responder Incident Commander (in the event command has been transferred), will coordinate with the public information officer and/or participate in a joint information effort to:

- Provide regular updates to the media and school community.
- Once Incident Command is transferred to emergency response authorities, so too will PIO functions be transferred to the ICS PIO
- Monitor the release of information and correct misinformation

H. Multi-Hazard Response

There are many variables that could impact the manner in which the School Emergency Response Team responds to a particular occurrence. These variables could include (but are not limited to): time of year, time of day, weather, age of student(s) involved, location of student(s), anticipated delay from emergency responders, availability of support personnel and availability of transportation. Therefore, it would not be practical to try and map out the steps to take for every conceivable scenario. It is more practical to focus on just a few critical decisions that need to be made in every emergency pursuant to our primary goal of preventing the loss of life and injury of students and school staff.

The building principal/director/site supervisor or their designee is designated as the Incident Commander of their school during a crisis situation until relieved by a higher authority. The principal/director/site supervisor will provide leadership, organize activities and disseminate information with the assistance of the school's Emergency Operations Group or Chief Emergency Officer.

In most instances where this level of school response is warranted, the school will be seeking assistance from other emergency responders in resolving the situation. As such, the immediate objective is generally to contain the incident and successfully manage it until the emergency personnel arrive.

I. Emergency Notifications

Notification of significant events or events that required a call to 911 shall be made to the Coordinator of School Safety and Security. The Coordinator of School Safety and Security is the Chief Emergency Officer for the District. In their absence, notifications may be made to the Assistant Superintendent for Instructional Programs during normal business hours. The Coordinator of School Safety and Security or the Assistant Superintendent will notify the District Superintendent immediately. These notifications shall occur at the earliest and safest possible time during the response phase. The District Superintendent, Assistant Superintendent or Chief Emergency Officer will request the additional resources necessary to assist in the buildings issue.

J. Responses to Acts of Violence: Implied or Direct Threats

Having acknowledged that the recognition and early intervention into potentially violent situations is critical, it shall be the policy of the district to deal with all threats and potentially threatening situations and circumstances in a serious and deliberate manner. In addition to reporting and investigating direct threats, all staff are responsible for relaying to their respective school administration information about any student behaviors or communications that suggest a threatening situation is possible.

Depending on the imminent nature of the threat, the following procedures may be used by the district:

- Use of staff trained in de-escalation or other strategies to diffuse the situation
- Inform building principal/directors/site supervisor of implied or direct threat or troubling behaviors or communications.
- Contact 911 if the threat may be imminent or for their advice and assistance. Direct threats to personal safety may well constitute a violation of law and the student making the threat can be prosecuted. Prosecution in criminal or family court provides another opportunity for intervention
- The building principal/director/site supervisor may initiate a threat assessment inquiry to attempt to determine the level of threat

General Procedures

- If time permits, this inquiry would also involve interviewing potential witnesses as well as the parties involved. Some factors to consider when evaluating the level of threat include, but are not limited to, specificity of threat to a person or persons, mention of specific means or weapons, specific reason or justification, history of student, known access to weapons and propensity for violence
- Monitor situation, adjust response as appropriate, and include the possible use of the counseling staff
- Follow up with the appropriate procedures as outlined in the Monroe 2–Orleans BOCES Code of Conduct

K. Acts of Violence

When an act of violence has occurred, regardless of whom it involves, the principal/director/site supervisor or designee must quickly obtain all essential information to try to determine the degree of threat or danger and decide on what actions might mitigate further risk. General non-specific actions may include:

- Call 911 and notify security
- Isolate the immediate area and initiate appropriate Functional Annex if necessary
- Identify and separate the involved persons if possible
- Monitor situation; adjust response as appropriate; if necessary, initiate early dismissal, sheltering or evacuation procedures
- Follow the district’s designated notification process

L. Specific Response Protocols

Monroe 2–Orleans BOCES has established appropriate response actions to a variety of emergency situations. They are detailed in each Building–Level Emergency Response Plan (ERP) as recommended by the NYSED Safe Schools Template. Transportation safety procedures are also in place.

M. Obtaining Advice and Assistance from the Local Government

In the event of an emergency where additional advice, assistance, or assets not readily available to the district are needed, the District Superintendent of Schools will activate the Emergency Operations Group and the District Superintendent’s Cabinet to help provide needed assistance.

N. District Resources Available for Use in an Emergency

The district has identified district-based resources, which may be available during an emergency. These resources are available through the Emergency Operations Group. Each resource is described in the District Resource Section of the Building–Level ERP.

O. Functional Annexes

Functional Annexes focus on the critical operational functions and the courses of action developed to carry them out. To ensure consistency in New York State, schools are provided with standardized definitions and suggested best practice of the following functional annexes:

- Evacuation
- Lockout
- Lockdown
- Shelter in Place
- Hold in Place

These five functional annexes provide a common foundation for response to all emergencies. These annexes are defined in detail in the Building–Level ERPs and quick reference guides. Other annexes available and listed in this section are crime scene management, communications, accounting for all persons, continuity of operations and recovery.

P. Crime Scene Management

Evidence is critical to the investigation and prosecution of criminal cases. Therefore, only trained professionals should do the collection and preservation of evidence. Before those professionals arrive, it is important that the crime scene remain as uncontaminated as possible. There are things that can be done by people who arrive at the scene first to help protect the evidence. These procedures were developed around the RESPOND acronym, which was designed to aid in remembering the steps to securing crime scenes and evidence.

Actions

Respond

- Ensure your personal safety first, then if possible, formulate a plan and make mental notes

Evaluate

Evaluate the severity of the situation, call 911 if appropriate.

- Identify involved parties
- Be aware of weapons, hazards, and potential evidence
- Don’t touch anything unless absolutely necessary to preserve safety

Secure

- Clear away uninvolved people
- Establish a perimeter that prevents people from entering the potential crime scene

Protect

- Safeguard the scene – limit and document any people entering the area
- Don’t use phones or bathrooms within the crime scene area
- Don’t eat, drink or smoke in the crime scene area

General Procedures

Observe

- Write down your observations as soon as is safe to do so
- Record detailed information and don't rely on your memory
- Notes will aid first responders upon arrival and could be utilized in court

Notify

- Call 911 if not already called or police are not on scene

Document

- Take note of specific things such as time, date, people at scene, weather, doors open or closed, lights on or off and the position of furniture
- Be prepared to provide your notes and information to police

Q. Emergency Evacuation of Non-Ambulatory Disabled Individuals with Disabilities

Each building principal/director/site supervisor is responsible for identifying non-ambulatory disabled staff or students and listing that information in their building level emergency plan. This includes assigning an area of rescue assistance for such person on floors above or below the level of discharge. Since building level ERPs are provided to local emergency responders, this information will be readily available during an emergency.

R. Accounting for All Persons

The Building-Level ERP has procedures in place to:

- Take attendance and report to the Incident Commander when class relocates inside the building or an evacuation takes place
- Report to the Incident Commander when a student, staff member, or guest cannot be located
- Dismiss students if they have been relocated in the building

S. Family Reunification Plans

During any building evacuation it is important to have a family reunification plan. In general, families should be reunified at the each buildings evacuation site and will require assigned personnel and plans that should be detailed in each building level emergency response plan.

T. Crises Occurring Outside of Normal School Hours

Due to the many uncertainties about building occupancy during times when school is not in session, it is difficult to prescribe a specific course of action that will remedy any and all crises occurring within that time frame. The building principal/director/site supervisor will notify their immediate supervisor or the Chief Emergency Officer of the crisis and the appropriate actions will be taken.

U. Procedures for Informing Other Educational Agencies of an Emergency

1. The Chief Emergency Officer/Coordinator of School Safety and Security will evaluate the impact of an emergency on other educational agencies within the school district.
2. If the impact is evident, the Chief Emergency Officer will inform the contact person at each affected educational agency of the status of the emergency.
3. If contact with other educational agencies cannot be made, the Chief Emergency Officer/Coordinator of School Safety and Security will contact the appropriate police agency for assistance in communicating information to these educational facilities.
4. If transportation, sheltering and other types of assistance are to be provided to other educational agencies, the Chief Emergency Officer/Coordinator of School Safety and Security will make arrangements to implement this assistance.

V. Procedures for School Cancellation

When it becomes necessary to close schools and cancel classes, the decision to close will be made at the earliest possible time. As indicated in the emergency closing section of this manual, decisions to close are made after extensive review of conditions and consultation with other agencies, but always with the best interest of our students and staff in mind.

When a decision to close one or more of the district school/site(s) is made, this information is immediately transmitted to all local radio and TV stations for broadcast to the general public. The specific procedure is outlined in the emergency closing section of this manual.

W. Procedures for Sheltering Students, Staff, and Visitors

In the event that it becomes necessary to shelter students, staff, visitors, or other individuals, the building principal/director/site supervisor or their designee will contact the Assistant Superintendent for Instructional Programs or the Chief Emergency Officer/Coordinator of School Safety and Security. The Assistant Superintendent for Instructional Programs or the Chief Emergency Officer/Coordinator of School Safety and Security will notify the District Superintendent. If it becomes apparent that district students will not be able to leave the facility, the school principal/director/site supervisor will make arrangements for adequate supervision of the students under their direction and to make provisions for building maintenance (custodial) and food services. It shall be the responsibility of the Chief Emergency Officer/Coordinator of School Safety and Security to inform appropriate police, Red Cross and emergency preparedness officials.

General Procedures

The district has also partnered with different local and state agencies to provide shelter to the community during certain disasters or emergencies. The Chief Emergency Officer is the contact for those agencies during the crisis. The Chief Emergency Officer will take appropriate actions during such incidents.

X. Continuity of Operations Plan (COOP)

As part of the Continuity of Operations Plan (COOP), Monroe 2–Orleans BOCES will use resources to:

- Identify primary and secondary relocation sites for each building that meet the needs of school
- Allow the COOP to be activated at any time and sustaining it for up to 30 days
- Re-establish essential functions, such as restoration of school operations, and maintaining the safety and well-being of students and the learning environment
- Ensuring students receive applicable related services in the event of a prolonged closure
- Protect vital documents and make them available at alternate sites
- Identify personnel to assist in developing COOP and training them in activating COOP procedures

Y. Recovery

District Support for Buildings

In addition to support during an emergency, Monroe 2–Orleans BOCES will use all resources at its disposal to support the Emergency Response Teams and the Post-Incident Response Teams in the affected school/sites(s) after the incident has been resolved to the point where recovery of normal operations can commence. Additional support includes but is not limited to mental health services, building security and facility restoration.

Disaster Mental Health Services

Monroe 2–Orleans BOCES staff will assist in the coordination of Disaster Mental Health Resources, in support of the Post-Incident Response Teams, in the affected school/site(s). This may take the form of seeking out additional local support or could, if warranted, involve accessing federal and state mental health resources as well.

Review and Debriefing

The involved school/site's Building-Level Emergency Response Team will meet to review the specific incident to determine if the response plan was adhered to and if any improvements are needed to enhance the plan. This review may, depending on the nature and degree of the incident, include input from the Emergency Operations Group and/or representatives of local emergency response agencies. The review and debriefing may include the items summarized in the next section describing the Post-Incident Response Guide.

Post-Incident Response

Building-Level Post-Incident Response Team will have the responsibility of assisting the school/site community and guiding staff and administration in coping with the aftermath of a serious violent incident or emergency. It is likely, however, that these duties and responsibilities will be shared by members of the Trauma, Illness, Grief (TIG) Team, Building-Level Safety Team, Building-Level Emergency Response Teams and the remainder of the school/site community.

- Convene at the earliest possible time following the crisis for a meeting to help the principal/director/site supervisor prepare a written statement for the staff to be presented at the Emergency Staff Meeting. It may be most prudent to convene on the weekend in some crisis situations to effectively manage communications to staff and parents and to initiate the proper support services as needed
- Review roles in providing support during the day of the critical incident
- Attend end-of-school debriefing meeting for staff. Prepare to offer any support in ways needed
- Meet with principal/director/site supervisor, following staff debriefing, if possible, to process the day's events and prepare for the next school day
- Meet daily, for as many days as necessary, to process events and decide measures needed to meet the needs of students, staff, family, and community
- Solicit and encourage feedback from students, staff, family and community. Feedback will be recorded on the Building-Level ERP feedback form for evaluation purposes
- Meet after the passage of two to three weeks to evaluate and possibly revise plan based on students, staff, family, and community feedback

Trauma, Illness, and Grief (TIG) Team

The Monroe 2–Orleans BOCES Trauma, Illness, and Grief (TIG) Team is a group of counselors, psychologists, social workers, nurses and other staff members who have received specialized training in responding to the emotional needs of children, teachers, and other school personnel, which arise from trauma, violence, illness, grief and loss. The TIG team will oversee the initial and on-going training program for all building crisis teams and maintain records. The TIG team is also responsible for coordinating crisis team activities.

Threat And Hazard Planning Guidelines

A. Introduction of Potential Hazards

Schools are exposed to many threats, hazards, and vulnerabilities. All of these have the potential for disrupting the school community, exposing students and staff to injury and causing damage to public or private property.

The threat and hazard specific response section provides unique procedures, roles, and responsibilities that apply to a specific hazard. They often include provisions and applications for warning the public and disseminating emergency public information.

Threat and hazard specific annexes do not repeat content, but build on information in the functional annexes and basic plan. Repeating information is not advisable for the following reasons:

- School staff and students should learn and exercise simple procedures that apply to all hazards
- The hazard specific annexes present only hazard-unique information

- Repeating procedures increases the possibility that there will be inconsistencies in procedures that could lead to confusion during an incident
- The plan becomes larger and more difficult for users to comprehend

Each building-level Emergency Response Plan (ERP) is customized to address specific threat and hazard protocols to fit their unique circumstances. Planning, training, drills and table-top exercises conducted with local emergency and safety officials to assist in the development of effective procedures and protocols. These activities will also help a school evaluate the appropriateness of the procedures in the plan. They assist with modifications or updating as necessary to ensure that the procedures are sufficient to provide a safe environment for students, staff and visitors.

A list of potential hazards that is not all-inclusive is included on the following example page.

Threat and Hazard Type	Examples
Natural Hazards	<ul style="list-style-type: none"> • Earthquakes • Tornadoes • Lightning • Severe wind • Hurricanes • Floods • Wildfires • Extreme temperatures • Landslides or mudslides • Winter precipitation • Wildlife
Technological Hazards	<ul style="list-style-type: none"> • Explosions or accidental release of toxins from industrial plants • Accidental release of hazardous materials from within the school, such as gas leaks or laboratory spills • Hazardous materials releases from major highways or railroads • Radiological releases from nuclear power stations • Dam failure • Power failure • Water failure
Biological Hazards	<ul style="list-style-type: none"> • Infectious diseases, such as pandemic influenza, extensively drug-resistant tuberculosis, Staphylococcus aureus, and meningitis • Contaminated food outbreaks, including Salmonella, botulism, and E. coli • Toxic materials present in school laboratories
Adversarial, Incidental, and Human-caused Threats	<ul style="list-style-type: none"> • Fire • Active shooters • Criminal threats or actions • Gang violence • Bomb threats • Domestic violence and abuse • Suicide

Threat And Hazard Planning Guidelines

B. Planning Assumptions and Limitations

Stating the planning assumptions allows the school to deviate from the plan if certain assumptions prove not to be true during operations. The Monroe 2–Orleans BOCES District-Wide School Safety Plan and individual Building-Level Emergency Response Plans are established under the following assumptions:

- The school community will continue to be exposed and subject to threats/hazards and vulnerabilities described in the Threat/Hazards Assessments Annex, as well as lesser threats/hazards that may develop in the future
- A major disaster could occur at any time and at any place. In many cases dissemination of warning to the public and implementation of increased readiness measures may be possible; however, most emergency situations occur with little or no warning
- A single site incident could occur at any time without warning and the employees of the school affected cannot and should not, wait for direction from local response agencies. Action is required immediately to save lives and protect school property
- There may be a number of injuries of varying degrees of seriousness to faculty, staff and/or students. Rapid and appropriate response can reduce the number and severity of injuries
- Outside assistance from local fire, law enforcement and emergency services will be available in most serious incidents.

Because it takes time to request and dispatch external assistance, it is essential for the school to be prepared to carry out the initial incident response until emergency responders arrive at the incident scene

- Actions taken before an incident can stop or reduce incident-related losses
- Maintaining the Building-Level ERP and providing frequent opportunities for training and exercising the plan for stakeholders (staff, students, parents/guardians, first responders, etc.) can improve the school's readiness to respond to incidents

C. Initial Response

Building/site personnel are likely to be the first on the scene of an incident in a school setting. Staff and faculty are expected to respond as appropriate and notify the principal, or designee, until command is transferred to someone more qualified and/or to an emergency response agency with legal authority to assume responsibility. Staff will seek guidance and direction from the BOCES and emergency responders. General staff responsibilities are listed in the General Response section of this plan.

Any staff person or faculty in a building that sees or is aware of an emergency shall activate the ERP.

Medical Emergencies And Mental Health

A medical emergency is a result of a minor or major illness or injury to an individual, and can be of such severity as to be life threatening, or merely cause the victim discomfort or pain. The district does not expect unlicensed staff to provide medical care. The district does expect unlicensed staff to call for emergency assistance (i.e. 911, school nurse) and stay with the victim until help arrives. In each case, the guiding principles are to provide appropriate care until competent medical or parental care is secured. Emergency care is not authorized beyond proper first aid. First aid is treatment that will attempt to protect the life and comfort of the victim until authorized medical treatment is available, or in the case of a student, until the child is placed under the care of the parent or guardian. Staff should use judicious avoidance and standard precautions in managing all emergencies. School nurses follow their standard district policies, procedures and training not listed in this section.

The number of medical emergencies that can develop is potentially endless. Each Building-Level ERP will designate Building-Level Response Teams that may be used to respond in a medical emergency.

The district has also developed policy and procedures for contacting parents, guardians, or persons in a parental relation to a student in the event of an implied or direct threat of violence by a student against themselves, including threat of suicide.

Building-Level Emergency Response Plans (ERP)

Introductory Material

Plan Development and Maintenance

Each Monroe 2–Orleans BOCES Building-Level Emergency Response Plan (ERP) will be developed by the Building Emergency Response Team under the direction of the Coordinator of School Safety and Security. 8 NYCRR Section 155.17 (b) and 155.17 (c)(11) - requires that each school shall have a Building Emergency Response Team that consists of representatives from the following groups: teacher, administrator, and parent organizations, school safety personnel and other school personnel, community members, local law enforcement officials, local ambulance or other emergency response agencies, and any other representatives the board of education, chancellor or other governing body deems appropriate. A Building-Level Response Team and Post-Incident Response Team will also be appointed.

The Building-Level Emergency Response Team is responsible for the overall development, maintenance, and revision of the Building-Level ERP and for coordinating training and exercising the Building-Level ERP. Team members are expected to work closely together to make recommendations for revising and enhancing the plan.

Distribution of the Plan

8 NYCRR Section 155.17 (e)(3) mandates that a copy of the ERP and any amendments shall be filed with the appropriate local law enforcement agency and with the New York State Police within thirty days of adoption. This function will be completed by the Coordinator of School Safety and Security.

Send Building Level Safety Plans to:

New York State Police Headquarters
Field Command Attn: Safe Schools NY
1220 Washington Avenue, Building 22
Albany, NY 12226

Or by email to:

info@safeschools.ny.gov

Record of Distribution

Copies of the ERP, including appendices and annexes are recommended to be distributed to your local fire department, area law enforcement (including village, town, county and state police), local and county emergency management, the District Superintendent and any other persons deemed appropriate by the School Building Safety Team.

Emergency Closings

A. Closings Procedures

The decision to close school is based on the nature of the emergency and the expected impact that the emergency will have on student safety and welfare. Most often, school closings are the result of inclement weather conditions that adversely affect the safety of student walkers and/or bus riders. The district may close all of its schools or only one of its schools, depending upon the specific nature of the emergency. It may also elect a late starting time or an early dismissal, depending on an up-to-the-minute appraisal of the specific situation.

The District Superintendent (or designee) will make every effort to decide school closings in a timely manner. This will be done after the district has thoroughly evaluated the situation and after consulting with the, police, weather bureau, and other district departments. All school closings will be reported to local radio and television stations for broadcast to the general public and posted to the Monroe 2–Orleans BOCES website. An automated phone call will also inform families of emergency closings whenever possible.

Whenever Monroe 2–Orleans BOCES buildings/programs close, all afternoon and evening activities will ordinarily be cancelled.

Parents should instruct their children on where they are to stay when school is closed, or when school is dismissed early. Working parents should make prior arrangements with friends and neighbors for the temporary housing of their children in the event that an emergency arises while they are not at home.

While Monroe 2–Orleans BOCES will make every effort to make decisions that are in the students' best interest, weather, street, and sidewalk conditions can vary. Weather conditions can also change radically within a very short period of time. For these reasons, parents are always the final authority in deciding if their children are to be sent to school during any given emergency when the schools are open.

The communications division is responsible for notifying the appropriate news agency to announce school closings or delays. The list of news agencies notified will be maintained by the communications manager.

B. Early Dismissal Procedures

1. If a building needs to evacuate to another location:
 - As soon as possible, the building will notify transportation that there is a possibility that we may have to evacuate the building and transport the students to an alternative location
 - Transportation will transport students to the building that is designated in the Monroe 2–Orleans BOCES Emergency Response Plan (ERP) unless directed to take the students to a different location by the Incident Commander

2. If there is a potential for an evacuation to send students home the process is as follows:

- As soon as possible, the building will notify transportation that there is a possibility that the building needs to be evacuated and the BOCES needs to transport the students to their home districts
- Monroe 2–Orleans BOCES will work with component districts to advise them that the students are being sent back to their home districts early so those districts can make proper arrangements

General Emergency Response Planning

The Monroe 2–Orleans BOCES District-Wide Safety Plan should provide the framework for the Building-Level Emergency Response Plan.

1. School cancellations
2. Early dismissal
3. Evacuation
4. Lockout
5. Lockdown
6. Shelter in Place
7. Hold in Place

1) School Cancellation Procedures:

School Cancellation means that school will not be in session for one or more days due to an actual or impending emergency. In the event that the District Superintendent or designee cancels school, this decision will be broadcasted on local TV and radio channels. In addition, Monroe 2–Orleans BOCES will utilize multiple means, including automated dialing systems, to alert parents and/or staff.

The District Superintendent shall notify the State Education Department Commissioner as soon as possible whenever the emergency plan or building-level school safety plan is activated and results in the closing of a school building in the district. Such information need not be provided for routine snow emergency days.

2) Early Dismissal Procedures:

Early Dismissal means returning students to their homes or their home school district before the end of the school day. The District Superintendent or designee makes this decision.

Information on this decision will be distributed to those affected by this matter at that time. Staff will be advised on what their responsibilities are.

Emergency Closings

3) Evacuation Procedures:

Evacuation means the moving of staff and students from their place of work or study to a predetermined location deemed more suitable for their protection. These plans are available in each Building-Level Emergency Response Plan (ERP).

For both early dismissal and evacuation, transportation is provided by the component school districts upon notification from the District Superintendent or the designee and is coordinated with the key personnel responsible for transportation within the various BOCES programs. Sheltering agreements are contained within the Building-Level ERPs and will be verified annually. Communications to parents are coordinated by the Communications Manager via communiqués to the media and to the home school districts. Parents are also provided annual written notices to monitor radio broadcasts in emergency situations and potential emergency situations such as severe weather.

Sheltering sites will be included as a part of each Building-Level Emergency Response Plan.

4) Lockout:

Lockout is the response to an actual or potential threat from outside the school building.

An example of such a threat might be an escaped fugitive, custodial interference or a disgruntled employee or spouse. Where the situation warrants, the school faculty, staff, and students are aware of, but not disrupted by such a response being activated. Consequently, the school day continues as normal except for the termination of all outside activities. In some cases, the details of a lockout do not need to be shared with the students to protect the identity of the individuals involved and minimize disruption to the educational process.

Lockout Objectives

- To keep any threat of violence or dangerous incident out of the building
- To promote minimal disruption to the education process when there is a potential or actual incident outside the building

Lockout Procedures

- Announce "lockout." Use plain language to announce the lockout
- Activate Building-Level Emergency Response Plan (ERP) and implement Incident Command System (ICS) in accordance with safety plan instructions
- If a building is in lockout because they were notified by police of a local situation, there is no need to call to advise police of the lockout. However, the building should keep the police advised of any change in status to your building

- If the building is initiating the lockout due to a situation or potential incident discovered at the building, they should advise police of the lockout and what is anticipated
- Lock all exterior doors and windows
- Terminate all outside activities
- Entry to the building may be gained only on a case-to-case-basis, and only through a locked and monitored door
- Classes otherwise continue as normal
- A lockout is lifted when the external threat is resolved. Notification of such resolution may be through any means appropriate for the respective building
- Upon resolution of an incident and termination of the lockout, contact police to advise them of such

Steps to implement lockout after a possible threat has been identified:

1. In an event of an emergency, the executive principal, assistant principal, building/program administrator, or his/her designee will notify all building occupants that lockout has been implemented and will call 911 (unless lockout was initiated by the police)
2. Activate Building-Level Emergency Response Plan (ERP) and implement Incident Command System (ICS) in accordance with safety plan instructions
3. Have students who are outside immediately return to the building
4. Assigned staff will lock and secure all exterior doors and entrances
5. Monitor main entrances and allow only authorized personnel into the building
6. Call to return to the normal operations will be given by the executive principal, assistant principal, building/program administrator, or his/her designee following approval from Monroe 2-Orleans BOCES Administration and local authorities

5) Lockdown

A lockdown is the response to the worst-case scenario, and must be executed with appropriate urgency and seriousness. A building administrator, faculty, or staff member may initiate a lockdown based upon an actual or imminent threat (not including bomb threats) or violent event.

Lockdown Objectives

- To minimize injury and death
- To facilitate effective response
- To move as many people as possible to a safe place
- To neutralize the threat

Lockdown Response

- Announce "lockdown." Do not use codes. Call 911 and report your situation. Consider a lockout for adjacent buildings as well
- Immediately gather students from hallways into classrooms or offices. This includes common areas and restrooms immediately adjacent to classrooms

Emergency Closings

- Lock classroom door(s) and have students take a seated position on the floor next to the wall out of view from the door window. Stay out of sight
- Do not cover windows
- Leave the window blinds as they are
- Turn off classroom and/or office lights if possible
- Document and attend to any injuries as well as possible
- No one should be allowed to enter or leave a classroom or office under any circumstances
- Do not answer or communicate through your locked door
- Do not allow anyone into your secured area
- Do not answer a classroom telephone
- Do not respond to a fire alarm unless imminent signs of fire are observed. Doing so could compromise the safety of those already secured
- Do not talk within the secured area, except only as absolutely necessary
- Do not respond to the intercom, public address system, or other announcements
- Take attendance including additions. Missing students' last known locations should be noted. Keep this record for when you are released from the lockdown

Lockdown will end only when you are physically released from your room by emergency responders or other authority. Responding law enforcement should have master key to conduct the release. Do not rely on school personnel with keys to be available to assist in the release.

6) Shelter in Place

There are times when it is necessary to move the building/office population to a single or multiple location(s) in the building/office building. This is called a Shelter in Place. In most cases, a shelter in place is done when there is a threat of or actual weather related incident or a bomb threat.

Shelter in Place Objectives

- To minimize injury or death
- To locate and contain any device or weather damage
- To facilitate emergency responses
- To establish safe routes and designated areas

Shelter in Place Response

- Announce "Shelter in Place". Instruct everyone to remain where they are and scan their respective area for anything out of the ordinary
- Call 911
- Activate Building-Level Emergency Response Team. Instruct them to scan common areas for anything unusual
- If no device is found, decide whether to continue school or evacuate. The school district administration may consult with police to make their decision
- If a device is found, follow "For a Specific Bomb Threat" Procedures

For a Specific Bomb Threat:

- Announce "Shelter in Place"
- Call 911
- Activate Building-Level Emergency Response Team. Instruct them to find an internal location to move the school population to, scan and clear the location and a route to it. Move those in the affected area to the established and cleared location
- Assist first responders as necessary

For a Weather-Related Situation:

- Announce "Shelter in Place" with instructions to go to the hallway or an internal room without windows and sit down on the floor
- Activate Building-Level Emergency Response Team
- Call 911 for any emergency assistance if needed

(7) Hold in Place

Hold in Place is a response to medical emergency or any other incident where hallways would need to be clear.

Hold in Place Objectives:

- To stop movement within the building
- Continue normal classroom activity

Hold in Place Procedures:

- Announce "hold in place."
- Use clear, concise language to provide direction to the school based on the situation

Execute Hold in Place

- Students in hallways, bathrooms or other common areas will return to their classroom. If the hold in place is announced between class periods, students will return to their previous class to await instructions. If the route is blocked, students will go to the nearest classroom and advise the teacher that they are unable to get to their class and await instructions
- All available staff members will assist in maintaining order and accounting for students. Remain in position until further instruction is given or remaining in place compromises safety

Section III: Response for Specific Emergencies

Responses to specific emergencies are outlined in greater detail in each Building-Level Emergency Response Plan.

A. Threats of Violence

Threats of violence to the school, staff or students are seriously considered. Administration and local authorities will be contacted for all threats.

B. Policies and Procedures for Responding to Implied or Direct Threats by Students, Staff and Visitors

Anyone issuing an implied or direct threat will be reported to the building/program administrator. The building/program administrator will evaluate the seriousness of the threat and refer to the site plan for violent threats.

Consequences for anyone issuing threats of violence may include but not be limited to:

1. Disciplinary action as outlined in the Monroe 2–Orleans BOCES Code of Conduct
2. Referral to counseling
3. Law enforcement involvement
4. Superintendent’s hearing and possible suspension for students or State Education Department (SED) sanctions for staff

C. Warning Signs for Students at Risk of Committing School Violence

You can increase your ability to recognize early warning signs by establishing close, caring, and supportive relationships with students so that you know them well enough to note changes in their behavior patterns. Be aware that one of these signs alone may not be an indicator but one sign may lead you to look for more signs. Try to understand violence and aggression within context (culture/family background), avoid stereotypes, view warning signs within a developmental context, and understand that a child may typically exhibit multiple signs.

Early Warning Signs for Students at Risk:

1. Social withdrawal
2. Excessive feelings of isolation and being alone
3. Excessive feelings of rejection
4. Having been a victim of violence
5. Feelings of being picked on and persecuted
6. Low interest in school/poor academic performance
7. Expression of violence in writings and drawings
8. Uncontrolled anger
9. Impulsive or chronic hitting, intimidating, and bullying
10. History of discipline problems
11. Past history of violent/aggressive behavior and/or violence toward peers
12. Intolerance for differences/prejudices
13. Drug and/or alcohol use

14. Caregivers have a history of drugs/alcohol involvement
15. Peer group reinforces antisocial behaviors
16. Learned attitudes accepting aggressive behavior as “normal” and effective in solving problems
17. High level of violence in the home, neighborhood, or media
18. Poor attendance and numerous school suspensions
19. Affiliation with gangs
20. Difficulty with social skills and poor peer relations
21. Easily influenced by others/tendency to copycat
22. History of parental rejection, inconsistent discipline and lack of supervision
23. Difficulty controlling impulses and emotions
24. Inappropriate access to, possession of, and use of firearms
25. Serious threats of violence
26. Poor personal hygiene
27. Cruelty to animals
28. Setting of fires
29. Lack of remorse or empathy others

Imminent Warning Signs:

1. Serious physical fighting with peers or family members
2. Severe destruction of property
3. Severe rage for minor reasons
4. Detailed threats of lethal violence
5. Possession and/use of firearms and other weapons
6. Self-injurious behaviors or suicide threats/expressions of hopelessness
7. Irrational beliefs and ideas
8. Verbal, non-verbal, or written threats or intimidation
9. Fascination with weaponry/bombs and/or violent acts
10. Expression of plan to hurt self or others
11. Externalization of blame
12. Unreciprocated romantic obsession
13. Fear reaction among fellow students or faculty
14. Drastic changes in belief systems
15. New or increased stress at home or school
16. Inability to take criticism
17. Feelings of being victimized
18. Intoxication from alcohol or drugs
19. Violence toward inanimate objects
20. Steals or sabotages projects or equipment
21. Lack of concern for the safety of others

If you suspect that one of your students is exhibiting signs or is at risk of violence, contact your supervisor.

Monroe 2–Orleans BOCES has a Threat Assessment Plan in place that may be activated to address related issues.

D. Procedures for Responding to Acts of Violence

1. Student fight

a) Staff responsibilities:

1. If the student fight involves a physical confrontation, the staff member(s) should use their best judgment regarding their own ability to manage the student and proceed accordingly

Response for Specific Emergencies

2. Call for assistance from the main office or appropriate administrative office.
3. Make verbal contact in a calm, low-toned voice
4. If the behavior does not cease, shout, “stop” and then lower your voice and encourage students to talk about the issues someplace else.
5. Try to get individuals to a more isolated area so they can calm themselves without losing face, or try to get the area emptied of other students so there is a smaller audience and less danger.
6. Do not leave the students alone until they are calmed down.
7. Discuss their behavior and its consequences only after they are calm.
8. Never grab or touch a violent student unless they are causing harm to themselves or others.
9. If students will not disengage, remove other students from the area.
10. If the student refuses to cooperate by rendering the above steps invalid, notify the principal/building program administrator that you need help with a violence problem.
11. Complete and file a referral form.

b) Building/Program Administrator’s responsibilities:

1. Assess the situation and intervene if requested by staff.
2. Send all available staff to the area to demonstrate a show of force.
3. Call 911 if students refuse to cooperate.
4. If necessary, call the District Superintendent’s office who will ensure that the necessary administrators are notified, from among the following:
 - Operations & Maintenance
 - Business/Administration
 - Safety/Security
 - Media Relations
5. Assist police in any way requested.
6. Follow disciplinary action according to the Monroe 2–Orleans BOCES Code of Conduct.
7. File an incident report.

2. Intruders

This would consist of any person entering the school that is not school personnel or a registered student. Staff and faculty should automatically recognize and question the presence of unauthorized persons on school grounds.

Directives to all staff:

- Determine whether the person is a legitimate visitor or a threat to school safety
- Escort all visitors to the office to sign-in
- If a person is suspected of posing a threat:
 - Immediately contact the building/program administrator who will call 911 for the police

- building/program administrator will initiate the school lockdown procedure as outlined by the Monroe 2–Orleans BOCES District-Wide Safety Plan.
- Do not engage in a violent confrontation. Take every other step to ensure your safety and that of students
- Identify the person, their location and note if any weapons visible
- Contain the situation and, if possible, remove all innocent persons

3. Armed Student/Intruder

In the event of an armed student or intruder, staff responsibilities: include initiating lockdown procedure as outlined by the Monroe 2–Orleans BOCES District-Wide Safety Plan.

1. Notify teachers of intruder in the building. and instruct to stay in classrooms and lock doors.
2. If the intruder is in the hall, staff should contact the office by phone.
3. If in the classroom, teacher should use the phone to request assistance from the office.
4. If shots are fired or other violent behavior occurs, evacuate students to the safest position away from intruder. Otherwise, students should be in the classroom and the classroom doors should be locked to prevent entry by the intruder.

4. Kidnapping/Hostage Taking

this would be a person taken and held, against their will, by means of physical force or threat of harm and held by an individual until certain conditions are met. A hostage situation must be carefully surveyed and evaluated. The safety of the hostage(s), faculty, and police is the most important consideration in any hostage situation. Trained negotiators know that the more time that is gained, the more likely it is the situation will be concluded without violence.

- Initiate Lockdown
- Identify the hostage taker, location, and any weapons
- Contain the situation and, if possible, remove all innocent persons
- Let the professionals negotiate.

If you are taken hostage:

- Don’t force the issue physically or mentally, keep a distance; don’t make quick moves
- Change your mindset from one of authority to hostage
- Stay calm
- Do not become a spokesperson for the system
- Do not defend the system/school
- Do not negotiate, dictate, confront, antagonize, defend or plead

Response for Specific Emergencies

- Make yourself human. For example, talk about your wife, husband, children, etc. If you are seen as a human being and less like a stranger the potential for injury decreases
- Carefully evaluate an escape plan. Any escape does have the potential to cause injury to you and others

5. Severe Weather

When a severe weather warning is received, staff will be notified to escort students to safe areas in their respective buildings. Blinds will be closed to minimize flying glass. Duck and cover or sheltering under desks will be implemented if necessary.

6. Civil Disturbance

Civil disturbances can include riots, sit-ins, racial conflicts and long altercations. Contact the building/program administrator providing location of disturbance, what is taking place, number of people involved and intentions of the group if known. The building/program administrator will contact the District Superintendent and police if assistance is needed. The building/program administrator will notify staff.

The staff will move students away from areas where violent confrontations may occur. The building/program administrator will isolate problematic individuals (police assistance may be necessary). Schools should not be dismissed unless it can be achieved without risk to students and staff.

The District Superintendent will follow up with police, community leaders and other appropriate parties for opening school the next day. The building/program administrator will update staff before school begins. Counselors may also need to be called in and be available the following day. The Monroe 2–Orleans BOCES Crisis Intervention Team has a developed plan to enact in accordance with individual building administrative team.

7. Student Transportation Incident

The district school bus driver should contact his/her transportation director/supervisor immediately with any type of school transportation accident.

The driver will ensure children are out of the danger area and then through the building/program administrator's office, request assistance for ambulance, fire or another vehicle to transport students. School districts will notify Monroe 2–Orleans BOCES when an accident has occurred.

The transportation director/supervisor will notify the district office of the incident and then drive out to accident scene. The district office will contact the Building/Program Administrator. The transportation director/supervisor will update the district administration on a frequent basis. If the

students need to be transported to the hospital, the District Superintendent will assign a designee to go to the hospital to be on-site. A collaborative decision by the component district and Monroe 2–Orleans BOCES will be made regarding parent notification of children who are injured or will be late in arriving home.

8. Gas Leak Procedure

If there is a suspected or confirmed gas leak in the school/site notify the building/program administrator immediately. The building/program administrator should call 911 and announce evacuation away from the affected area. Do not use the fire alarm to activate evacuation if you have a bell type alarm.

Teachers should evacuate to designated areas and account for students, then maintain supervision.

The building/program administrator will determine if and when evacuation is complete. The building/program administrator should then check with teachers for unaccounted children and notify the Safety and Security Coordinator. The Safety and Security Coordinator should then notify the Emergency Response Team and set up a command post.

The director of operations and maintenance will have staff turn off gas/HVAC systems as appropriate, determine the source of leak and establish a repair plan. The director of operation and maintenance will also notify the Safety and Security Coordinator of the plan.

Nurses should be prepared to provide emergency first aid measures at the location where students are gathered. Bus drivers should be activated to standby status in case re-entry to the building is not possible.

9. Bomb Threat

All bomb threats will be reported to the building/program administrator immediately. When a bomb threat is received via telephone the recipient will record information on the telephone threat checklist if possible.

A bomb threat may also be initiated by other methods of communication. The building/program administrator will initiate the appropriate threat response.

10. Chemical Spill

For chemical spills inside the building, staff members will keep students away from the spill and notify the building/program administrator immediately. Building evacuation and the assistance of outside agencies may be necessary depending on the nature of the spill.

Response for Specific Emergencies

For hazardous chemical spills outside, students will be sheltered inside and air intakes will be shut off and sealed if necessary. The assistance of outside agencies may be required depending on the nature of the spill.

11. Fire/Explosion

Any staff or student, who sees smoke or fire, is directed to pull the fire alarm to evacuate the building. The building/program administrator will notify 911 to ensure the alarm was received. Staff will assist students from the building following drill procedures, take attendance and supervise students until the emergency is over. The fire department will determine if and when the building is safe for re-entry.

12. Biological Threat

If a biological threat is received via telephone, the recipient will record information of the threat and submit to the building/program administrator.

If a letter or package is received which threatens a biological exposure the recipient will:

1. Immediately reclose the letter or package, cover with a box or larger envelope and avoid further contact.
2. Immediately prevent persons from leaving or entering the room.
3. Notify building/program administrator outside of exposure area.
4. Avoid touching face or mucus membranes until they can thoroughly wash with soap and water.
5. Reduce air movement (shut off fans, close windows).
6. The Building/Program Administrator will then call 911 for assistance and follow the directions regarding the movement of students and staff.

13. Radiological Threat

Upon being notified of a problem, inform the building/program administrator who will inform the District Superintendent of the incident. The District Superintendent or designee will contact the county coordinator.

The building/program administrator will notify staff and follow procedures as advised by the county coordinator. Procedures will most likely be shelter in place or early dismissal. Schools within 10 miles may need to coordinate with the potential source.

14. Epidemic

The problem needs to be identified and brought to the attention of the school nurse, building/program administrator, District Superintendent and public health officials. The public health officials and the District Superintendent will provide recommendations for the school to follow. The District Superintendent will provide information to the media regarding the present actions of the districts. (The Monroe 2-Orleans BOCES Pandemic Plan is part of each building's emergency response plan.)

15. Mental Health Warning Signs

Symptoms of mental health disorders vary depending on the type and severity of the condition. Many times changes and concerns can be addressed simply by contacting the family and asking that they follow up with a health care provider. At times, however, symptoms may be more severe and pose a mental health emergency. Possible signs that someone is having a mental health emergency are as follows:

1. Confused thinking or change in typical style of interacting
2. Increased anger and/or mood swings
3. High emotionality and/or inability to cope in the moment
4. Behaving recklessly in a manner that poses a risk to self or others
5. Expressing feelings of worthlessness or hopelessness
6. Making statements or gestures indicating that s/he wishes to harm self or die
7. Making statements or gestures threatening to harm others
8. Questionable influence of drug or alcohol use affecting current behavior

If a person is demonstrating any of the aforementioned signs of a mental health emergency, they should be taken seriously and immediate action should be taken. Building Administrator Supervisor should be notified and a Risk Threat Assessment Plan may be activated.

Possible actions include:

- A. Call Security/911 if an immediate threat to student/staff safety is present
 - Arrest and/or mental hygiene arrest may be warranted
- B. Isolate individual as much as possible and maintain supervision at all times
- C. Contact parent/guardian for student removal with recommendation to seek assessment and treatment, either through pediatrician, community-based mental health provider, Mobile Crisis team, and/or visit to Emergency Room if suicidal ideation or safety concern is present. **Parent or guardian must be contacted in the event of an implied or direct threat of violence by a student against themselves, including threat of suicide**
- D. If student can be maintained on school grounds, consider contacting Mobile Crisis team (via Lifeline at (585) 275-5151) – note, family is charged a co-pay/fee when this is used on behalf of a student.

District Resources Inventory

Identification of district resources which may be available for use during an emergency, including the list of personnel and other resources.

A. Heavy Equipment Inventory/Vehicle Inventory

- a) John Deere 310 Backhoe
- b) New Holland 555E Backhoe
- c) Dresser 515CH Front End Wheel Loader
- d) Kubota KH-61 Excavator
- e) John Deere 450H Bulldozer
- f) 1990 International 4900 Dump Truck
- g) 1993 Chevy 3500 Pick-up Truck with Service Body
- h) 1999 Ford Dump Truck – O&M
- i) 2003 Chevy Dump Truck
- j) 2006 Ford Crew Cab Pick-Up – O&M

C. Fuel Inventory

One 500-pound diesel above ground tank is located on the southwest side of Monroe 2-Orleans BOCES Campus.

D. Dining Room Capacities/Inventory Summary

The WEMOCO dining room stocks a sufficient supply to provide rations to all staff and campus students for a period of 24 hours.

Health and Safety Team

Monroe 2–Orleans BOCES has created a District-Wide Health and Safety Team consisting of, but not limited to:

Site	Committee Membership
Westview Building (3635 Buffalo Road)	Adam Porter
Communication and Technology Services (CaTS) & Monroe-Orleans Accountability, Assessment and Reporting Services (MAARS) (3625 Buffalo Road).....	Ray Miller
Curriculum Materials Center (CMC) (35 Turner Drive)	Angela Nesci
Educational Services Center (ESC)	Tim Dobbertin Karen Brown Marijo Pearson Steve Roland
BOCES 4 Science (38 Turner Drive)	Steve Montemarano Antionietta Quinn
Operations & Maintenance (WEMOCO).....	Tom Burke
Paul Road Transition	Nicole Littlewood
Ridgecrest Academy	Robert Nells
Rochester Tech Park (Center for Workforce Development, Support Services Exceptional Children, School Health Services)	Tom Schulte Barb Martorana Heather Malone
Safety and Security.....	Douglas Comanzo
Transition Class (Village Plaza).....	Nicole Littlewood
WEMOCO Career & Technical Education Center	Robert Hill Barbara Swanson
Westside Academy at Westview (3635 Buffalo Road)	Martha Willis

2020-2021 BOCES Board

John Abbott
Kathleen Dillon
John Heise
Dennis Laba
Gerald Maar
Michael May
R. Charles Phillips
Constance Rockow
Lisa VenVertloh

District Superintendent

Jo Anne L. Antonacci

Chief Emergency Officer

Douglas Comanzo

Your Educational Partner of Choice

BOCES 2

9. New Business

12. Resolution to Authorize Board Clerk to Provide Results of the Informal 2020-2021 Slate of Monroe County School Boards Association (MCSBA) Officers Poll to MCSBA

Item 9.12

Resolution to Authorize Board Clerk to Provide Results of the Informal 2020-2021 Slate of Monroe County School Boards Association (MCSBA) Officers Poll to MCSBA

The MCSBA Nominating Committee was able to meet before the health crisis impacted meetings, and they nominated Amy Thomas (Pittsford) as president, Gary Bracken (Spencerport) as vice president, and John Abbott (BOCES 2) as treasurer. Kathy Dillon (Churchville-Chili and BOCES 2), will serve as immediate past president.

Mike Suffoletto, Chair of the Nominating Committee, would like to offer his thanks to Valerie Baum (Pittsford), Terry Carbone (Brockport), Julie Christensen (Kendall), Dennis Laba (BOCES 2) and Amy West (Honeoye Falls-Lima) for serving on this important committee.

The board of each district and BOCES will need to provide a second for each nomination and vote (yes or no) on each candidate.

Approval of the 2020-2021 MCSBA Officers

- The nominating committee nominates Amy Thomas, President of the Pittsford School Board, for MCSBA President and call for a second.

SECOND _____

Antonacci _____
Abbott _____
Dillon _____
Heise _____
Howard _____
Laba _____
Maar _____
May _____
Phillips _____
Rockow _____

YES _____

NO _____

- The nominating committee nominates Gary Bracken, Spencerport School Board Member, for MCSBA Vice President and call for a second.

SECOND _____

Antonacci _____
Abbott _____
Dillon _____
Heise _____
Howard _____
Laba _____
Maar _____
May _____
Phillips _____
Rockow _____

YES _____

NO _____

- The nominating committee nominates John Abbott, Monroe 2-Orleans BOCES Board member, for MCSBA Treasurer and call for a second.

SECOND _____

Antonacci _____
Abbott _____
Dillon _____
Heise _____
Howard _____
Laba _____
Maar _____
May _____
Phillips _____
Rockow _____

YES _____

NO _____

9. New Business

13. Resolution to Approve the Revised Monroe 2-Orleans BOCES Faculty/Student Calendar for 2019-2020 School Year

**2019-2020 SCHOOL CALENDAR
Monroe 2-Orleans BOCES
Faculty/Students**

			<u>Number of School Days in Attendance</u>		
			<u>Faculty</u>	<u>Tchr Aides/SBAs</u>	<u>Students</u>
<u>SEPTEMBER 2019</u>					
Monday-Thursday	August 26-29	New Staff Orientation	4		
Monday	September 2	Labor Day (No school)			
Tuesday	September 3	**Faculty Orientation	1	1	
Wednesday	September 4	**School Opens: full day session	19	19	19
<u>OCTOBER</u>					
Friday	October 11	**Superintendent's Conference Day (No school for students)	22	22	21
Monday	October 14	Columbus Day (No school)			
<u>NOVEMBER</u>					
Monday	November 11	Veterans Day (No school)	17	17	17
Wednesday-Friday	November 27-29	Thanksgiving Recess (No school)			
<u>DECEMBER</u>					
Monday-Tuesday	December 23-31	Holiday Recess (No school)	15	15	15
<u>JANUARY 2020</u>					
Wednesday-Friday	January 1-3	Holiday Recess (No school)	19	19	19
Monday	January 6	School Reopens			
Monday	January 20	Martin Luther King, Jr. Day (No school)			
Tuesday-Friday	January 21-24	Regents Exams (School in session)			
<u>FEBRUARY</u>					
Monday-Friday	February 17-21	Presidents' Week, Mid-Winter Recess (No school)	14	14	14
<u>MARCH</u>			22	22	20
<u>APRIL</u>			22	22	22
<u>MAY</u>					
Monday	May 25	Memorial Day Recess (No school)	20	20	20
<u>JUNE</u>					
Wednesday	June 17	Last day for students	15	14	13
Thursday	June 18	Last day for teacher aides/SBAs			
Friday	June 19	Last day for teachers			
Total			186	185	180

**Subject to local determination

Board Approved:

10. Personnel and Staffing

1. Resolution to Approve Personnel and Staffing Agenda

10. Personnel and Staffing

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

Item 10.2 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 Administrative Assistant to the District Superintendent/Board Clerk for the period of August 24, 2020 – June 30, 2021, as presented.

11. Bids/Lease Purchases

1. Resolution to Accept Cooperative Natural Gas Bid
2. Resolution to Accept Pest Control Services Bid
3. Resolution to Accept Erie 1 Distance Learning State Wide Licensing Agreements – FY 2020-2021
4. Resolution to Accept Erie 1 Instructional Technology State Wide Licensing Agreements – FY 2020-2021
5. Resolution to Accept Monroe 2-Orleans BOCES lease purchase of Xerox Digital Printing Equipment

12. Special Recognition

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

14. Committee Reports

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

15. Upcoming Meetings/Calendar Events

June 17 6:30pm Board Meeting (remotely)

June 22 **CANCELLED:** 6-7pm Westside Academy Senior Celebration

June 23 **CANCELLED:** 9-11am Center-Based 6:1:1 Graduation

July 7 Noon Reorganizational-Regular Board Meeting / Following adjournment of the Reorganizational-Regular Board Meeting, there will be an Audit Committee Meeting (Monroe 2-Orleans BOCES Professional Development Center)

16. Other Items

17. Anticipated Executive Session immediately following the regular board meeting to discuss the employment history of a particular person(s) and matters which will imperil the public safety if disclosed.

18. Adjournment