



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

There will be a Regular Meeting of the Monroe 2-Orleans Board of Cooperative Educational Services on Wednesday, May 13, 2026, at 6:00 pm at the Richard E. TenHaken Educational Services Center, 3599 Big Ridge Road, Spencerport, NY 14559

*Anticipated Executive Session immediately following the regular board meeting to discuss collective bargaining negotiations with the Paraprofessional Association.*

**BOARD MEMBERS**

Dennis Laba, President	Kathleen Dillon
R. Charles Phillips, Vice President	Gerald Maar
John Abbott	Michael May
Christa Bowling	James Musshafen
Salvatore DeLuca	Xavier Williams - Student Board Member

**AGENDA**

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Public Interaction
4. SHINE Awards
5. Approval of Minutes: April 15, 2026, Regular Meeting Minutes
6. Board Presentation - Exceptional Children Program Updates, Director Kerry Macko and Instructional Specialists Tina Bonfiglio, Sarah Davis and Danielle Lunt
7. Financial Reports
  1. Resolution to Accept Treasurer's Report
  2. Resolution to Accept WinCap Reports
  3. Internal Claims Log
  4. Extra Classroom Fund Quarterly Report
  5. Contractor Report
8. Old Business - Board Handbook Review
9. New Business
  1. First Reading of Various Policies for Annual Review
  2. Resolution to Adopt 2026-27 Proposed Adopted Budget
  3. Resolution to Approve 2026-27 Classroom Lease Template
  4. Resolution to Approve 2026 Summer Program Lease Template
  5. Resolution to Accept Corrective Action Plan
  6. Resolution to Accept Capital Project Bid
  7. Resolution to Accept Donation
  8. Resolution to Accept License Agreement for Space at Rochester Tech Park (walk in)
  9. Resolution to Accept Turner Drive Amendment (walk in)

10. Personnel and Staffing
  1. Resolution to Approve Personnel and Staffing Agenda
  2. Resolution to Create Positions
  
11. Bids/Lease Purchases
  1. Resolution to Accept Cooperative Pest Control
  2. Resolution to Accept Erie 1 BOCES 2026-2027 Instructional Technology State- Wide Licensing Agreements
  3. Resolution to Accept Erie 1 BOCES Board Resolution for the 2026-27 Distance Learning State-Wide Agreements
  
12. Student Board Member Report - Xavier Williams
  
13. Executive Officer's Reports
  1. Albany D.S. Report
  2. Local Update
  
14. Upcoming Meetings/Calendar Events
 

• May 13	6:00 pm	Regular Board Meeting	ESC PDC 1-2
• May 14	1:00 pm	Student Art Show	Brockport HS -019
• May 20	6:00 pm	CTE Honors Ceremony	ESC, PDC
• May 25		Memorial Day BOCES Closed	
• May 27	5:30 pm	MCSBA Annual Meeting	Strathallan
• June 6	11:00 am	SEPTO Family Fun Fair	ESC, PDC
• June 8	7:00 pm	Special Education Moving On	ESC,PDC
• June 9	6:00 pm	Spencerport Board Meeting	Cosgrove
• June 11	Noon	Board Officer Agenda Review	TBD
• June 15	6:00 pm	CTE Recognition Ceremony	SUNY Brockport
• June 17	10:00 am	Project Search Graduation	ESC,PDC
• June 19		Juneteenth Holiday, BOCES Closed	
• June 24	1:00 pm	Westview Graduation	ESC, PDC
  
15. Other Items
  
16. Executive Session
  
17. Adjournment

1. Call the Meeting to Order
2. Pledge of Allegiance

3. Public Interaction

4. SHINE Awards

5. Approval of Minutes: April 15, 2026, Regular Meeting Minutes

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

## MINUTES

of the Regular Meeting held on Wednesday, April 15, 2026, at 4:45 p.m. at the Richard E. Ten Haken Educational Services Center, 3599 Big Ridge Road, Spencerport, New York 14559

### Members Present

Dennis Laba, President  
R. Charles Phillips, VP  
Christa Bowling  
Kathleen Dillon

Gerald Maar  
Michael May  
James Musshafen  
Xavier Williams

**Absent:** John Abbott

### Staff Present

Thomas K. Putnam  
Karen Brown  
Steve Dawe  
Ian Hildreth  
Kelly Mutschler

Marijo Pearson  
Steve Roland  
Thomas Schulte  
Jill Slavny

**Presenting:** Nicole Bell

### Guests:

1. The meeting was called to order by President Laba at 4:45 pm.
2. Pledge of Allegiance
3. Agenda Modifications – There were no agenda modifications
4. There was no public comment regarding the Code of Conduct
5. Approval of Minutes  
Resolved: To Approve the Minutes of March 18, 2026, Regular Meeting  
*Moved by J. Musshafen, seconded by K. Dillon; passed unanimously*
6. Board Presentation - Mid-West Regional Bilingual Education Resource Network (RBERN) Coordinator Nicole Bell provided a program overview. The board asked questions and thanked Ms. Bell who left the meeting at 5:05 pm
7. Financial Reports
  1. Resolved: To Accept the Treasurer's Report as presented  
*Moved G. Maar, seconded by K. Dillon; passed unanimously*
  2. Resolved: To Accept the Win Cap Reports as presented  
*Moved by J. Musshafen, seconded by M. May; passed unanimously*
8. Old Business – There was no old business

9. New Business

1. Resolved: To Approve Monroe 2-Orleans BOCES 2026-27 Code of Conduct  
*Moved by G. Maar, seconded C. Bowling; passed unanimously*

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

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

BE IT HEREBY RESOLVED THAT THE Monroe 2 Orleans Board of Cooperative Education approves the Center for Workforce Development creating and providing the following job training programs: **Commercial Drivers' License-Class B (CDL-B) Commercial Driver's License – Permit (CDL-B), Paraprofessional, Bus Attendant/Monitor** in accordance with the New York State Education Department requirements to be eligible for EPE Funding.

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

3. Resolved: Accept the NYS Comptroller Audit Report of March 2026  
*Moved by J. Musshafen, seconded G. Maar; passed unanimously*

4. Resolved: Accept Donation of 2,266 Skull Caps from Wegmans Supermarkets  
*Moved by M. May, seconded J. Musshafen; passed unanimously*

5. Assistant Superintendent for Instructional Programs Thomas Putnam reviewed the Monroe 2-Orleans BOCES 2024-25 Report Card.

10. Personnel and Staffing

1. Resolved: To Approve the Personnel and Staffing Agenda and Addendum as presented  
*Moved by K. Dillon, seconded by C. Bowling; passed unanimously*

11. Bids/Lease Purchases

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

1. Cooperative Natural Gas Bid  
Bid #RFB-2168-26  
Sprague Operating Resources LLC, 185 International Drive, Portsmouth, NH 03801

SC-5 Accounts  
Basis/DT - \$0.3840

2. Cooperative Fine Paper Bid  
Bid# RFB-2148-26

W.B. Mason	\$1,690,921.27
Imperial Bag Paper\Economy Paper Co.	\$390,647.32
Veritiv Operating Co.	\$166,758.55
Staples/Quill	\$794.45
Agni Enterprise	\$33,716.38

3.	Cooperative Office and Classroom Supplies Bid	
	Bid # RFB-2149-26	
	National Art & School Supplies	\$65,395.89
	W.B. Mason	\$38,800.03
	Pyramid School Products	\$36,625.21
	Cascade School Supplies	\$21,406.80
	Staples/Quill	\$20,425.45
	Intivity	\$5,778.93
	School Specialty Inc.	\$5,490.01
	Acco Brand	\$119.88
	Lakeshore Learning	\$55.20

*Items 11.1-3 were moved together by G. Maar, seconded by M. May; passed unanimously*

- 13. Student Board Member Report - Dental Assisting student Alana Frank (Greece) was elected as a 2026-27 New York State SkillsUSA Area 1 VP Officer.
- 14. Executive Officer's Report
  - CTE Scholarship Interviews – reminder of how amazing our CTE students are.
  - All Advisory Councils had their first meetings. Facilitators debrief on April 22. We have gained a great deal of insight and information. I plan to provide an update after Facilitators have had a chance to debrief.
  - Superintendent's Conference Day- Great day of learning and connecting across instructional programs
  - Greece BOE Meeting.
- 15. Upcoming Meetings/Calendar Events – the various meetings for the month were listed in the agenda
- 16. Other Items - Mike May and Jim Musshafen reported back that the National School Boards Association was productive.
- 17. Adjournment  
At 5:40 pm, a motion was made by M. May to adjourn the meeting, seconded by K. Dillon; passed unanimously.

Respectfully Submitted,

  
 Kelly Mutschler  
 Clerk of the Board

6. Board Presentation – Exceptional Children Program Updates, Director Kerry Macko and Instructional Specialists Tina Bonfiglio, Sarah Davis and Danielle Lunt



May 13, 2026

# Department for Exceptional Children: Focus on Instruction



From Preschool to Transition and beyond, we are here to support our students' success!





# Community Agreements



Uphold dignity



Presume positive intentions and recognize impact



Use clear, intentional and honest communication



Actively listen to learn and understand



Be ready to engage, innovate and focus on solutions



# Instructional Specialist Team

## Collaborate

- Partnerships
- Teamwork
- Problem Solving

## Support

- Differentiation
- Implementation
- Responsiveness

## Professional Learning

- PD Design
- Facilitation
- Growth

## Coach

- Feedback
- Reflection
- Capacity Building

## Create

- Resources
- Instructional Tools
- Materials

## Share

- Expertise
- Strategies
- Data & Insights





# Literacy Specialist- Kristin Fitzgerald

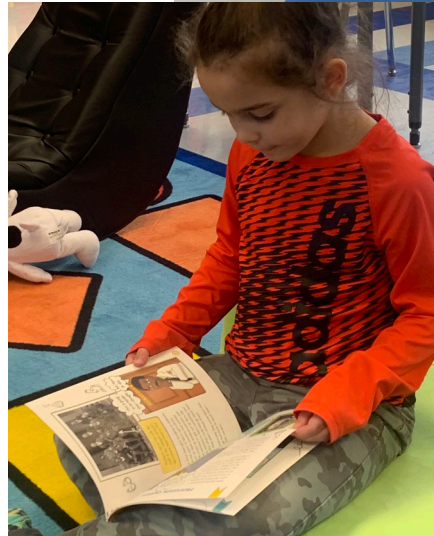
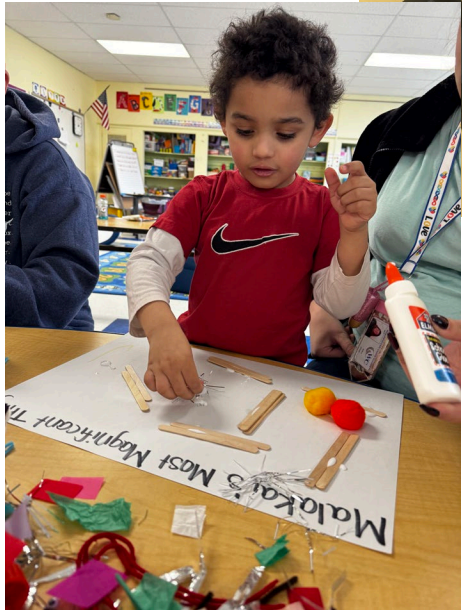
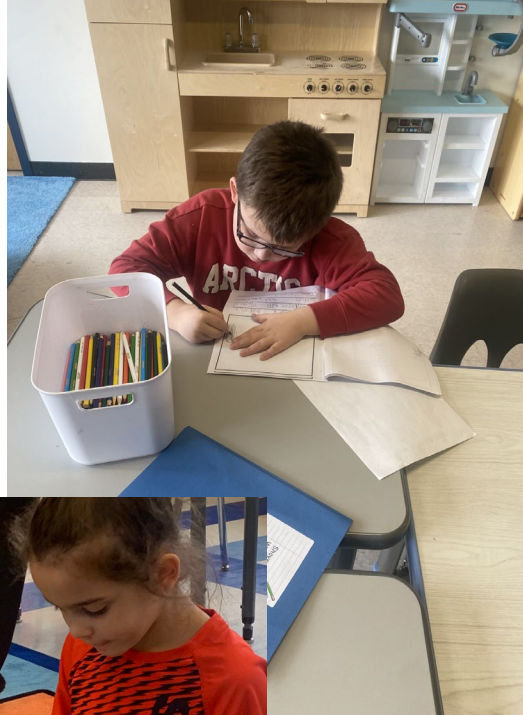
## Focus on Literacy Instruction

- Developing rigorous instruction that is specially designed for our students
- Implement evidence-backed curricular materials – Fishtank and UFLI – to address Language Comprehension & Word Recognition (respectively)





# Literacy



Monroe 2-Orleans BOCES  
Building Bright Futures: One Block at a Time  
November 19, 2025 • Slide 5

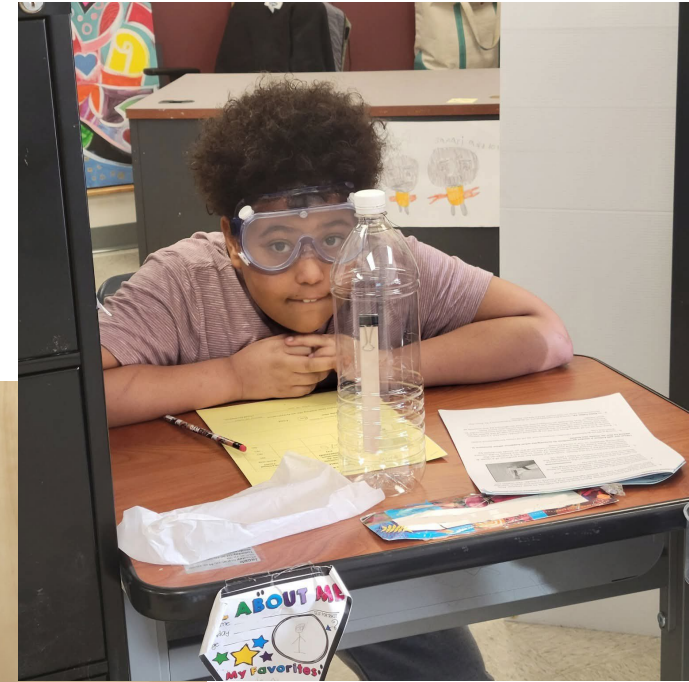
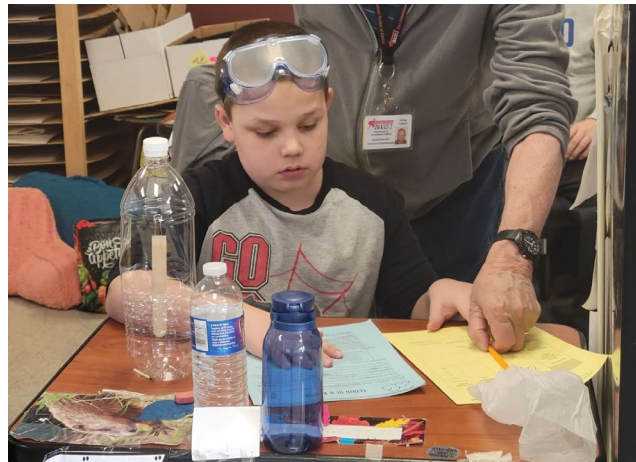




# Science – Danielle Lunt

## Implementation of Science Investigations

- Model and support classroom
- Modifications to ensure safety and enhance understanding
- Implement BOCES4Science curriculum





	A. Without Lactase Powder	B. With Lactase Powder
3. Label the cups.		
4. Measure and pour 10 mL of milk into each container.		
5. Add the lactase powder to the container labeled "with lactase powder". <small>Use a stirring rod to mix and ensure even distribution (the powder may not totally dissolve). Allow the milk solutions to sit for at least 1 minute.</small>		

 THERMOMETER	 INCREASE PRESSURE	 INCREASE TEMPERATURE (HOTTER)	 TEMPERATURE
 DECREASE PRESSURE (RELEASE)	 DECREASE TEMPERATURE (COLDER)	 COLD	 HOT

Part 1: Build a Model: Individual 1 with ancestral LCT Gene, No Mutation

- Control Region 2 is given to you
- Use the available bases to construct the DNA base sequence of Control Region 1 for **Individual 1, Allele 1 in Table 2.2**

Individual	Ability to Make Lactase	Partial DNA Sequence
1 (ancestral gene)	Cannot Produce	Allele 1: TAG CCC CTG Allele 2: TAG CCC CTT

Control Region 2: V A T C A V D D D V C

Control Region 1: C A T C G C T G C

### Step by Step Procedure

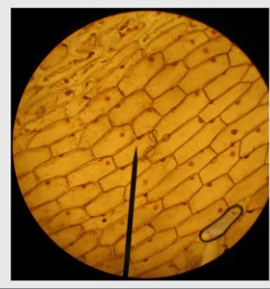
Record the mass of the water, mass of washer(s), and the initial temperatures of the heated washers and room temperature water in the data table.

Observe the temperature on the thermometer. When the temperature of the water no longer changes, record this final temperature (which is also the final temperature of the metal) in the data table.

Slide Name : Onion skin

Total Magnification : 100x

- Draw
- Label
- Living / Nonliving
- Unicellular / Multicellular / None
- Organelles - Y/N





# Math – Tina Bonfiglio

- Curriculum Development
  - K-12
  - Preschool and Transition
  - NYSAA
- Assessments
  - i-Ready or IXL diagnostics 3x/yr
  - Common unit assessments
  - Data used to inform instruction
- Celebrations
  - National STEAM Day
  - 100<sup>th</sup> Day of School
  - Pi Day





# Instruction - Math

- NYS Personal Finance Education
- i-Ready Classroom Math
  - K-6 core curricular resource
  - Pilot with 4 teachers
  - Alignment with current curriculum
- Collaboration with JMT Instructional Specialists





# Technology – Sarah Davis

## EC Digital Resources

Icon & Link	Description	Grade Levels	Contact for Help
	Digital courses for students to complete for credit. *This resource may be limited to certain users; please reach out to the contact person for assistance.*	6th - 12th	Distance Learning Specialist: Donna Farren

- One-stop dashboard for all digital resources

## ClassLink

- Simplified access to instructional tools without managing usernames and passwords

## MAGICSCHOOL®

- Exceptional Children staff have been trained in BOCES best practices for the use of Artificial Intelligence.
- Several teachers are currently using the student-facing features of MagicSchool to support student independence.



# Library Media



- Work based learning opportunity
- Digital search of all resources through TLC
- Growing collection of print texts, teacher resources, manipulatives and STEAM/makerspace resources
- Monthly book exchange program



# SEPTO

## Family Events

- A Holiday Celebration
- Bingo Night
- Family Fun Fair

## Student Supports

- Book Fair
- Senior Signs/Photos
- Celebrations

## Fundraisers

- Apparel Sale/T-Shirts/Second Chance BOCES Apparel
- Basket and Gift Card Raffle
- Chipotle
- Student Made Crafts
- Catalog Sale

## Partnerships

- Greece Rotary
- Rochester West Central Kiwanis
- Local Businesses





# Embedded Enhancements

## Focus on Communication and Behavior

- Assistive Technology
- Autism
- Behavior Specialists
- Recent partnerships with URMC

## Focus on connections with literacy

- Music Therapy
- Art Therapy

## Enhanced Spaces

- Researched based approach to our upgraded Sensory Spaces
- Large Motor Rooms
- Calm Corners



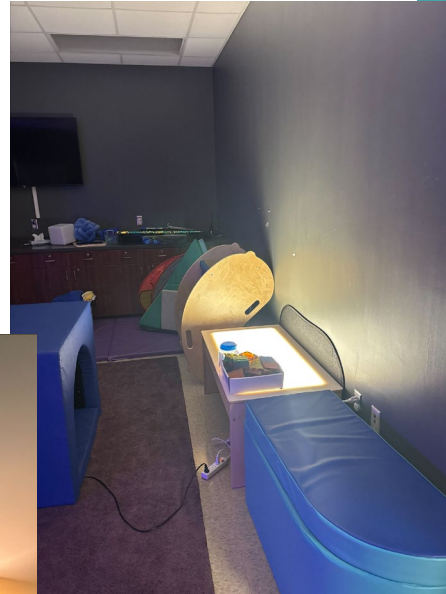
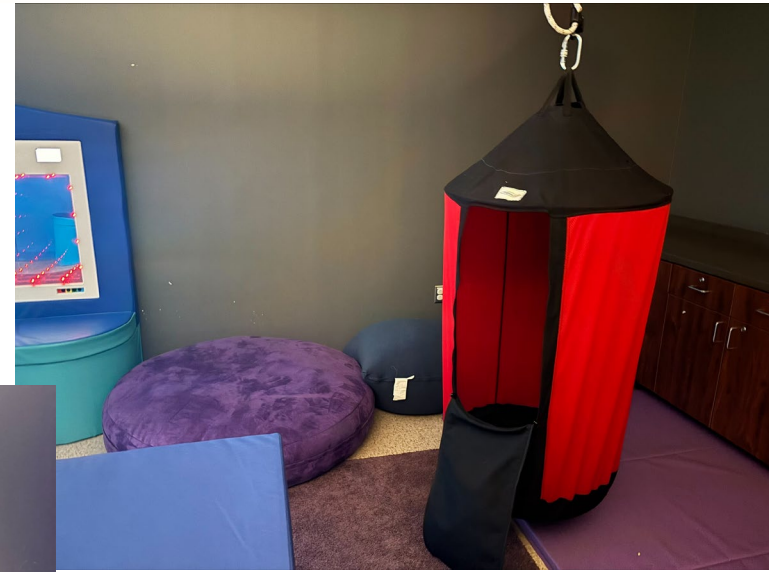


# Enhanced Spaces

## Researched based approach to support student needs

- Sensory Spaces
- Large Motor Rooms
- Calm Corners

Future Secondary Classroom designs – Westview





WE COLOR



OUR WORLD BRIGHT!



7. Financial Reports

1. Resolution to Accept Treasurer's Report
2. Resolution to Accept WinCap Reports
3. Internal Claims Log
4. Extra Classroom Fund Quarterly Report
5. Contractor Report

## Monroe 2 - Orleans BOCES

### Treasurer's Report

Period Ending March 31, 2026

	<b>GENERAL FUND</b>		<b>SPECIAL AID FUND</b>	
<b>BEGINNING CASH ON HAND</b>		30,115,085.74		680,596.22
<b>RECEIPTS:</b>				
Interest Earned	55,281.23		172.57	
Charges for Services	10,941,009.58		-	
Non-Contract Services	17,650.11		-	
Collected for Other Funds	-		-	
State, Federal and Local Aid	-		1,321,333.55	
Transfers from Other Funds	1,165,571.07		-	
Miscellaneous Funds	1,199,387.28		66.00	
<b>TOTAL RECEIPTS</b>	<b>13,378,899.27</b>	<b>13,378,899.27</b>	<b>1,321,572.12</b>	<b>1,321,572.12</b>
<b>DISBURSEMENTS</b>				
Payroll and Benefits	3,542,164.29		1,250.00	
Warrants	18,830,045.86		59,793.01	
Transfers to Other Funds	-		1,165,571.07	
Miscellaneous Disbursements	1,433.97		6,451.85	
<b>TOTAL DISBURSEMENTS</b>	<b>22,373,644.12</b>	<b>(22,373,644.12)</b>	<b>1,233,065.93</b>	<b>(1,233,065.93)</b>
<b>ENDING CASH ON HAND:</b>		<b>21,120,340.89</b>		<b>769,102.41</b>
GENERAL FUND CHECKING		8,398,587.37	SPECIAL AID CHKG - CHASE	769,102.41
GENERAL FUND CLASS		6,620,968.09	SPECIAL AID CHKG - M&T	-
PAYROLL CHECKING		118,495.58		
DENTAL/FSA ACCOUNT CASH		225,240.87		
GENERAL FUND CD		1,044,099.44		
CASH- LIABILITY RESERVE		716,361.92		
CASH- UNEMPLOYMENT RES		251,142.12		
CASH- CTE RESERVE		144,646.26		
CASH - INSURANCE RESERVE		652,402.81		
TREASURY INVESTMENTS		2,948,396.43		
		<b>21,120,340.89</b>		<b>769,102.41</b>

**BEGINNING CASH ON HAND**

**MISC SPECIAL REVENUE**

333,253.48

**RECEIPTS:**

Interest Earned  
Component Contributions  
Transfers from Other funds  
Donations  
Miscellaneous Funds

387.73  
-  
-  
-  
-

**TOTAL RECEIPTS**

387.73 387.73

**DISBURSEMENTS**

Warrants  
Scholarships  
Transfers to Other Funds  
Miscellaneous Disbursements

-  
-  
-  
-

**TOTAL DISBURSEMENTS**

- -

**ENDING CASH ON HAND:**

333,641.21

B4 SCIENCE 255,441.31  
GIFT FUND SAVINGS 78,199.90  
333,641.21

**CAPITAL FUND**

3,876,155.41

10,995.53  
-  
-  
-

10,995.53 10,995.53

299,913.20  
-  
-

299,913.20 (299,913.20)

3,587,237.74

CAPITAL FUND CHECKING (54,188.14)  
CAPITAL FUND INVESTMENTS 3,641,425.88  
3,587,237.74

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

	Rochester Area School Health Plan I	Rochester Area School Health Plan II	Rochester Area School Workers' Comp Plan	Wayne Finger Lakes Workers' Comp Plan	TOTAL CUSTODIAL
<b>BEGINNING CASH ON HAND</b>	19,921,716.55	134,878,279.99	48,109,998.93	358,454.71	203,268,450.18
<b>RECEIPTS:</b>					
Interest Earned	165,069.14	461,524.41	259,930.90	-	
Contributions	1,674,653.78	37,378,206.27	-	141,545.29	
Miscellaneous Funds	114,820.03	-	17,113.16	12,993.76	
<b>TOTAL RECEIPTS</b>	1,954,542.95	37,839,730.68	277,044.06	154,539.05	40,225,856.74
<b>DISBURSEMENTS</b>					
Claims	1,511,276.17	34,094,340.74	374,552.30	168,691.95	
Admin and Other Disbursements	88,718.20	778,410.45	-	-	
<b>TOTAL DISBURSEMENTS</b>	1,599,994.37	34,872,751.19	374,552.30	168,691.95	(37,015,989.81)
<b>ENDING CASH ON HAND:</b>	20,276,265.13	137,845,259.48	48,012,490.69	344,301.81	206,478,317.11
RASHP I CHECKING	1,646,782.62				1,646,782.62
RASHP I SAVINGS / INVESTMENTS	10,342,772.03				10,342,772.03
RASHP II CHECKING		15,954,593.80			15,954,593.80
RASHP II SAVINGS / INVESTMENTS		70,917,064.74			70,917,064.74
RASWC CHECKING			416,103.34		416,103.34
RASWC SAVINGS / INVESTMENTS			29,953,653.53		29,953,653.53
WFL WC CHECKING				344,301.81	344,301.81
TREASURY INVESTMENTS	8,286,710.48	50,973,600.94	17,642,733.82		76,903,045.24
<b>TOTAL CASH</b>	20,276,265.13	137,845,259.48	48,012,490.69	344,301.81	206,478,317.11

Collateral Analysis	M&T Bank	Five Star Bank	Chase Bank
Bank Totals	21,040,192.31	79,028,039.60	8,785,801.35
<i>Collateral:</i>			
FDIC	500,000.00	250,000.00	250,000.00
Additional FDIC through CD Option	-	62,001,891.42	-
Collateral held by Bank	-	-	9,249,516.08
Collateral held by Third Party	19,790,500.51	17,555,358.36	-
	<u>20,290,500.51</u>	<u>79,807,249.78</u>	<u>9,499,516.08</u>
Over / (Under) Collateralized	(749,691.80)	779,210.18	713,714.73

Treasurer's Notes:

February State aid was received, and distributed at the very beginning of March.

Transfer done from CLASS into Capital fund to cover checking account in beginning of April.

Cash appears undercollateralized at M&T due to a remote check deposit of \$1,083,474.47 hitting the books, but not being posted to the bank until April.

This is to certify that I have received these balances:

*Kelly Mutschen*

District Clerk

05-07-2026

Date

*J. J. [Signature]*

Assistant Superintendent for Finance and Operations

*5/6/26*

Date

*Dr. J. Jacobet*

Treasurer

*4/22/26*

Date

# MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 04/30/2026

Fiscal Year: 2026

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
<b>0 Administration</b>							
100 SALARIES		1,469,952.00	100,700.00	1,570,652.00	1,300,718.13	229,243.25	40,690.62
200 EQUIPMENT		18,750.00	113,657.88	132,407.88	111,660.14	6,947.52	13,800.22
300 SUPPLIES		17,050.00	5,700.00	22,750.00	13,722.62	5,797.14	3,230.24
400 CONTRACTUAL		525,092.00	579,884.47	1,104,976.47	637,329.71	378,646.12	89,000.64
470 Rental of Facilities		2,760,820.00	0.00	2,760,820.00	1,812,494.43	350,366.22	597,959.35
700 INTEREST ON REVENUE NOTES		5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
800 EMPLOYEE BENEFITS		798,626.00	-65,200.00	733,426.00	562,567.54	146,782.00	24,076.46
899 Oth Post Retirement Benft		5,738,618.00	-320,000.00	5,418,618.00	3,491,192.83	0.00	1,927,425.17
910 TRANSFER TO CAPITAL FUND		1,093,058.00	0.00	1,093,058.00	1,093,058.00	0.00	0.00
950 TRANSFER FROM O & M		83,628.00	0.00	83,628.00	83,628.00	0.00	0.00
960 TRANSFER CHARGE		302,096.00	6,310.72	308,406.72	308,406.72	0.00	0.00
<b>Subtotal of 0 Administration</b>		<b>12,812,690.00</b>	<b>421,053.07</b>	<b>13,233,743.07</b>	<b>9,414,778.12</b>	<b>1,117,782.25</b>	<b>2,701,182.70</b>
<b>1 Career Education</b>							
100 SALARIES		6,278,948.00	-216,252.75	6,062,695.25	4,486,450.49	1,542,838.80	33,405.96
200 EQUIPMENT		185,000.00	159,483.83	344,483.83	300,559.75	19,637.22	24,286.86
300 SUPPLIES		542,025.00	225,720.60	767,745.60	550,153.08	155,908.13	61,684.39
400 CONTRACTUAL		562,750.00	196,085.13	758,835.13	538,750.11	160,391.82	59,693.20
800 EMPLOYEE BENEFITS		3,292,534.00	-392,210.39	2,900,323.61	2,108,692.26	752,485.45	39,145.90
950 TRANSFER FROM O & M		1,789,794.00	0.00	1,789,794.00	1,789,794.00	0.00	0.00
960 TRANSFER CHARGE		669,565.00	51,550.22	721,115.22	721,090.22	0.00	25.00
990 TRANS CREDTS FR OTHER FUND		-1,000.00	0.00	-1,000.00	-1,000.00	0.00	0.00
<b>Subtotal of 1 Career Education</b>		<b>13,319,616.00</b>	<b>24,376.64</b>	<b>13,343,992.64</b>	<b>10,494,489.91</b>	<b>2,631,261.42</b>	<b>218,241.31</b>
<b>2 Special Education</b>							
100 SALARIES		6,245,075.00	-9,624.40	6,235,450.60	4,066,157.82	1,492,714.58	676,578.20
200 EQUIPMENT		76,108.00	43,249.52	119,357.52	76,024.88	9,552.67	33,779.97
300 SUPPLIES		67,823.00	8,915.06	76,738.06	38,120.51	22,470.28	16,147.27
400 CONTRACTUAL		1,908,040.96	-1,305,223.73	602,817.23	359,381.31	86,242.30	157,193.62
490 SCH DIST AND OTHER BOCES		7,630,599.52	2,342,325.55	9,972,925.07	8,882,307.82	0.00	1,090,617.25
800 EMPLOYEE BENEFITS		3,874,704.00	176,545.75	4,051,249.75	3,703,494.71	118,628.06	229,126.98
950 TRANSFER FROM O & M		710,478.00	0.00	710,478.00	710,478.00	0.00	0.00
960 TRANSFER CHARGE		17,596,420.00	76,393.13	17,672,813.13	17,672,813.13	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		0.00	-44,605.35	-44,605.35	-44,605.35	0.00	0.00
<b>Subtotal of 2 Special Education</b>		<b>38,109,248.48</b>	<b>1,287,975.53</b>	<b>39,397,224.01</b>	<b>35,464,172.83</b>	<b>1,729,607.89</b>	<b>2,203,443.29</b>
<b>3 Itinerent Services</b>							
100 SALARIES		10,448,626.00	-950,454.04	9,498,171.96	6,520,328.59	2,278,433.63	699,409.74
200 EQUIPMENT		183,280.00	-12,751.23	170,528.77	118,657.50	0.00	51,871.27
300 SUPPLIES		62,387.00	21,584.36	83,971.36	27,758.53	17,573.51	38,639.32
400 CONTRACTUAL		689,872.00	1,125,936.60	1,815,808.60	816,132.95	605,119.34	394,556.31
490 SCH DIST AND OTHER BOCES		29,715.35	137,643.02	167,358.37	115,054.18	0.00	52,304.19

## MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 04/30/2026

Fiscal Year: 2026

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
800 EMPLOYEE BENEFITS		5,901,950.00	-620,340.08	5,281,609.92	4,523,524.77	197,827.40	560,257.75
950 TRANSFER FROM O & M		5,456.00	0.00	5,456.00	5,456.00	0.00	0.00
960 TRANSFER CHARGE		2,041,372.00	4,493.00	2,045,865.00	2,045,865.00	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-11,100,802.00	0.00	-11,100,802.00	-11,100,802.00	0.00	0.00
<b>Subtotal of 3 Itinerent Services</b>		<b>8,261,856.35</b>	<b>-293,888.37</b>	<b>7,967,967.98</b>	<b>3,071,975.52</b>	<b>3,098,953.88</b>	<b>1,797,038.58</b>
<b>4 General Instruction</b>							
100 SALARIES		2,341,247.00	117,855.04	2,459,102.04	1,970,435.01	261,846.81	226,820.22
200 EQUIPMENT		6,000.00	2,396.83	8,396.83	-281.79	4,539.53	4,139.09
300 SUPPLIES		14,655.00	2,914.54	17,569.54	11,290.34	4,225.35	2,053.85
400 CONTRACTUAL		624,881.38	-71,605.61	553,275.77	427,647.39	20,046.15	105,582.23
490 SCH DIST AND OTHER BOCES		627,702.79	1,135,503.79	1,763,206.58	1,269,732.00	0.00	493,474.58
800 EMPLOYEE BENEFITS		903,931.00	20,819.87	924,750.87	609,960.66	131,447.85	183,342.36
950 TRANSFER FROM O & M		189,699.00	0.00	189,699.00	189,699.00	0.00	0.00
960 TRANSFER CHARGE		251,299.00	13,604.48	264,903.48	264,903.48	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-51,095.00	0.00	-51,095.00	-51,095.00	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-2,835.00	0.00	-2,835.00	-2,835.00	0.00	0.00
<b>Subtotal of 4 General Instruction</b>		<b>4,905,485.17</b>	<b>1,221,488.94</b>	<b>6,126,974.11</b>	<b>4,689,456.09</b>	<b>422,105.69</b>	<b>1,015,412.33</b>
<b>5 Instruction Support</b>							
100 SALARIES		6,656,618.00	-187,558.22	6,469,059.78	4,937,476.94	1,275,724.38	255,858.46
200 EQUIPMENT		5,809,974.00	2,669,723.82	8,479,697.82	3,081,283.37	4,160,726.49	1,237,687.96
300 SUPPLIES		928,724.00	142,818.29	1,071,542.29	673,822.85	170,998.46	226,720.98
400 CONTRACTUAL		11,014,763.00	2,860,102.73	13,874,865.73	9,899,921.82	2,838,531.36	1,136,412.55
490 SCH DIST AND OTHER BOCES		999,850.16	531,151.66	1,531,001.82	1,311,467.29	0.00	219,534.53
800 EMPLOYEE BENEFITS		3,355,411.00	-145,175.34	3,210,235.66	2,591,903.49	560,664.48	57,667.69
950 TRANSFER FROM O & M		1,058,191.00	0.00	1,058,191.00	1,058,191.00	0.00	0.00
960 TRANSFER CHARGE		1,385,943.00	14,651.50	1,400,594.50	1,400,594.50	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-3,435,920.00	-133,738.10	-3,569,658.10	-3,569,633.10	0.00	-25.00
990 TRANS CREDTS FR OTHER FUND		-56,141.00	0.00	-56,141.00	-56,141.00	0.00	0.00
<b>Subtotal of 5 Instruction Support</b>		<b>27,717,413.16</b>	<b>5,751,976.34</b>	<b>33,469,389.50</b>	<b>21,328,887.16</b>	<b>9,006,645.17</b>	<b>3,133,857.17</b>
<b>6 Other Services</b>							
100 SALARIES		2,719,347.00	-44,456.39	2,674,890.61	2,257,213.16	409,118.84	8,558.61
200 EQUIPMENT		455,406.00	537,978.25	993,384.25	960,705.54	11,027.38	21,651.33
300 SUPPLIES		36,393.00	-19,318.17	17,074.83	6,343.95	6,807.91	3,922.97
400 CONTRACTUAL		4,239,758.70	341,169.90	4,580,928.60	3,383,322.35	886,509.43	311,096.82
490 SCH DIST AND OTHER BOCES		4,168,353.89	11,182,262.81	15,350,616.70	14,753,004.30	0.00	597,612.40
800 EMPLOYEE BENEFITS		1,276,289.00	-17,885.91	1,258,403.09	988,006.94	273,732.11	-3,335.96
950 TRANSFER FROM O & M		151,412.00	0.00	151,412.00	151,412.00	0.00	0.00
960 TRANSFER CHARGE		146,520.00	339.00	146,859.00	146,859.00	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-2,323,275.00	143,714.28	-2,179,560.72	-2,179,560.72	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-93,305.00	4,914.00	-88,391.00	-88,391.00	0.00	0.00

## MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 04/30/2026

Fiscal Year: 2026

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
<b>Subtotal of 6 Other Services</b>		<b>10,776,899.59</b>	<b>12,128,717.77</b>	<b>22,905,617.36</b>	<b>20,378,915.52</b>	<b>1,587,195.67</b>	<b>939,506.17</b>
<b>7 Undefined</b>							
100 SALARIES		5,296,110.00	-193,471.92	5,102,638.08	4,199,864.88	798,833.54	103,939.66
200 EQUIPMENT		110,175.00	235,224.51	345,399.51	66,433.93	190,446.18	88,519.40
300 SUPPLIES		257,563.00	81,619.46	339,182.46	222,709.99	73,629.83	42,842.64
400 CONTRACTUAL		2,318,718.00	216,545.03	2,535,263.03	1,768,878.29	774,156.43	-7,771.69
490 SCH DIST AND OTHER BOCES		2,000.00	-2,000.00	0.00	0.00	0.00	0.00
800 EMPLOYEE BENEFITS		2,718,888.00	-200,290.20	2,518,597.80	-557,854.20	2,505,896.55	570,555.45
950 TRANSFER FROM O & M		739,518.00	0.00	739,518.00	739,518.00	0.00	0.00
960 TRANSFER CHARGE		1,811,204.00	16,874.12	1,828,078.12	1,828,078.12	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-12,021,503.00	-149,587.00	-12,171,090.00	-12,171,090.00	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-1,232,673.00	-4,914.00	-1,237,587.00	-1,237,160.00	0.00	-427.00
<b>Subtotal of 7 Undefined</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-5,140,620.99</b>	<b>4,342,962.53</b>	<b>797,658.46</b>
<b>Total GENERAL FUND</b>		<b>115,903,208.75</b>	<b>20,541,699.92</b>	<b>136,444,908.67</b>	<b>99,702,054.16</b>	<b>23,936,514.50</b>	<b>12,806,340.01</b>

# MONROE 2 - ORLEANS BOCES

Revenue Status Report As Of: 04/30/2026

Fiscal Year: 2026

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
0 Administration			12,812,690.00	421,053.07	13,233,743.07	11,876,016.96	1,418,343.25	481,670.21
1 Career Education			13,319,616.00	27,633.14	13,347,249.14	12,235,697.17	1,166,432.94	75,257.61
2 Special Education			38,109,248.48	1,701,447.67	39,810,696.15	35,365,765.22	4,588,257.05	201,862.39
3 Itinerent Services			8,261,856.35	-254,858.17	8,006,998.18	6,684,693.06	1,350,030.87	27,761.45
4 General Instruction			4,905,485.17	1,254,898.52	6,160,383.69	5,571,388.05	788,391.66	201,022.71
5 Instruction Support			27,717,413.16	5,881,118.31	33,598,531.47	29,599,679.96	3,450,849.13	221,014.16
6 Other Services			10,776,899.59	12,183,093.81	22,959,993.40	21,966,529.86	1,272,182.23	884,469.19
<b>Total GENERAL FUND</b>			<b>115,903,208.75</b>	<b>21,214,386.35</b>	<b>137,117,595.10</b>	<b>123,299,770.28</b>	<b>14,034,487.13</b>	<b>2,093,057.72</b>

\* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

These are estimates to balance the budget

<b>Contractor Report</b>				
<b>July 2025 - March 2026</b>				
<b>Vendor</b>	<b>Department</b>	<b>Amount</b>	<b>Purpose</b>	<b>Term</b>
ALSCO, INC.	CTE	\$41,390	Student Uniforms	One Year
ALTERITY GROUP. LLC	Workers' Comp	\$55,109	Workers' Comp Consulting Services	Multi Year
BEVONA, CHERIE M.	Professional Development	\$65,211	Grant Writer	One Year
BUSINESSOLVER COM, INC	Health Consortium	\$380,944	Electronic Enrollment System	Multi Year
CAMPUS CONSTRUCTION	Administration	\$190,876	Capital Project Vendor	One Year
CAPITAL COMPUTERS ASSOCIATES	Administration	\$125,231	Accounting Software	One Year
CHARTER COMMUNICATIONS HOLDINGS, LLC.	CaTS	\$66,232	BOCES Internet	One Year
CHILI PAUL COMPLEX	Administration	\$52,598	Lease of Building Space	Multi Year
CROWN CASTLE INTERNATIONAL CORP.	CaTS	\$40,040	Network Connectivity	Multi Year
DAY AUTOMATION SYSTEMS	O&M/Security	\$154,027	Building & Security Technology	One Year
DELPHI DRUG AND ALCOHOL COUNCIL, INC.	Special Education	\$350,583	Consulting Services	One Year
DOBMEIER JANITOR SUPPLY	O&M	\$48,189	Janitorial Products	One Year
FRONTEDGE, INC.	HR	\$84,861	On-Line Web Recruitment	One Year
FRONTIER COMMUNICATIONS	CaTS	\$81,655	Data Services	One Year
FRONTLINE TECHNOLOGIES GROUP, LLC	Special Education	\$148,551	Software for managing absence and time	Multi Year
GRAINGER	All Departments	\$67,232	Industrial Supplies	One Year
HUSSAIN HUMAIRA	Special Education	\$311,445	Professional Services for Speech	One Year
KIRCHER CONSTRUCTION INC.	Administration	\$908,495	Capital Project Vendor	Multi Year
LABELLA ASSOCIATES, D.P.C.	Administration/CTE	\$226,236	Architect & Engineer Services	One Year
LINDENMEYR-MUNROE	CaTS	\$49,165	Print Shop Supplies	One Year
LOWE'S HOME CENTERS, INC.	All Departments	\$61,978	Industrial Supplies	One Year
MAIN FORD GENERAL SUPPLY CO	CTE	\$50,809	Baking Equipment	One Year
MENGEL METZGER BARR & COMPANY LLP	Administration	\$43,195	Accounting Services	One Year
MOHAWK LIFTS LLC	CTE	\$40,705	Premium Tire Changer	One Year
MONROE PIPING & SHEET METAL, LLC	O&M	\$49,488	Plumbing Services	One Year
PRECISION PROPERTIES	Administration	\$873,646	Lease of Building Space	Multi Year
PIPITONE ENTERPRISES LLC	Administration	\$845,345	Capital Project Vendor	Multi Year
PRC ASPHALT MAINTENANCE, LLC	O&M	\$106,319	Chemical Asphalt Rehab	One Year
RELCOMM INC.	CaTS	\$61,693	Telephone Systems	One Year
ROBERT GREEN CHRYSLER TRUCK DIVISION	Special Education	\$46,287	Chrysler Pacifica	One Year
RUSSO, KIERA O. (Play 2 Say Speech, LLC)	Special Education	\$57,313	Professional Services for Speech	One Year
SHOVE INC. JULIEANN	O&M	\$42,173	Parking Lot Restoration	One Year
SOLIANT HEALTH, LLC	Special Education	\$206,342	Professional Services for Speech	One Year

**Monroe 2 - Orleans BOCES**  
**Extra Class Report**  
**January 1, 2026 - March 31, 2026**

<b>Balance 1/01/26</b>		<b>\$ 8,247.94</b>
Add:		
Fundraiser - Meat Sticks		\$ 438.00
Fundraiser - Hot Dog Sale		\$ 969.43
Fundraiser - Pancake Sale		\$ 669.58
Fundraiser - Pulled Pork		\$ 514.74
Fundraiser - Leo's Pies		\$ 775.00
Fundraiser - FFA Wreaths		\$ 966.00
Fundraiser - FFA Pizza		\$ 383.00
Donations - Skills		\$ 585.00
Craft and Vendor Sale - Table Sales		\$ 3,092.00
Senior Sweatshirts - Flow through club		\$ 2,163.00
Skills Competition - student share		
<b>Total Receipts</b>		<b>\$ 10,555.75</b>
Deduct:		
<b>Checks 1218-1236</b>		
Conference related expenses		\$ 48.25
Vending machine inventory		\$ 210.40
Fundraiser - Hot Dog Sale		\$ 869.87
Fundraiser - Leo's Pies		\$ 565.00
Fundraiser - Craft Fair		\$ 149.04
Annual NYS Sales Tax		\$ 709.54
Misc - expenses		\$ 2,506.82
Senior Sweatshirts		\$ 2,163.00
<b>Total Deductions</b>		<b>\$ 7,221.92</b>
<b>Balance 3/31/26</b>		<b>\$ 11,581.77</b>

<b>Contractor Report</b>				
<b>July 2025 - March 2026</b>				
<b>Vendor</b>	<b>Department</b>	<b>Amount</b>	<b>Purpose</b>	<b>Term</b>
SOUTHWORTH-MILTON, INC.	O&M	\$111,431	Loader Equipment	One Year
SPENCERPORT VILLAGE PLAZA LLC	Administration	\$83,400	Lease of Building Space	One Year
TECH PARK OWNER LLC	Administration	\$837,123	Lease of Building Space	Multi Year
TES STAFFING	Special Education	\$100,955	Contracted Related Services	Multi Year
TOOLS FOR SCHOOLS, INC.	CTE	\$82,180	Heavy Equipment Program	One Year
TURNER DRIVE ASSOCIATES LLC	Administration	\$120,148	Lease of Building Space	Multi Year
UNITED PARCEL SERVICE	BOCES 4 Science	\$76,211	Package Delivery Service	Multi Year
VENTIV TECHNOLOGY, INC	Workers' Comp	\$67,226	Claims Processing Software	Multi Year
VERIZON COMMUNICATIONS INC.	All Departments	\$74,626	Cell Phone Services	One Year
W.B. MASON COMPANY	All Departments	\$76,200	Office Supplies/Furniture	One Year
WASTE MANAGEMENT OF NY LLC	O&M	\$73,705	Refuse Waste Pickup	One Year
	<b>44</b>	<b>\$7,636,565</b>		

8. Old Business – Board Handbook Review

# Monroe 2-Orleans BOCES Board Operational Guidelines

## Preface

The Monroe 2-Orleans BOCES Board Operational Guidelines are designed to provide board members with a comprehensive overview of the practices, procedures, regulations, and laws that guide the functioning of the Board of Education. These guidelines are reviewed biennially to ensure they remain current and relevant, reflecting changes in policy and practice. [Board policies](#) referenced herein are accessible via the BOCES website.

## The Board’s Authority

The Board operates as a collective body of nine members. Individual board members possess no independent power or authority outside of decisions and actions made as part of the official board in a duly convened meeting.

## Responsibilities

<b>Board</b>	<b>Superintendent</b>
Establish and review policies	Recommend and implement policies
Govern, guide, direct the DS	Manage, administer, operate
Decide what	Decide how
Request information	Seek and provide information
Consider issues	Provide information on issues
Review and approve district plans	Implement plans
Monitor progress	Report on progress
Approve contracts (bargaining units, cabinet members)	Supervise hiring and recommend employees
Set parameters for new hires	Negotiate contracts with new hires
Approve evaluation criteria	Supervise and evaluate personnel
Grant tenure	Recommend staff for tenure
Review and approve budget	Formulate budget
Represent public interest	Act in public interest
Evaluate DS	

# New Board Member Orientation and Checklist

Newly elected members are provided with a name badge, email account, budget documents, and contact information. Orientation includes meetings with the District Superintendent and Cabinet members. Financial and governance training is arranged and funded by BOCES.

- Call Board Clerk** 585-352-2411 [kmutschl@monroe2boces.org](mailto:kmutschl@monroe2boces.org)
  - Schedule mandatory financial training, if applicable
  - Schedule mandatory board governance training, if applicable
  - Obtain password for electronic board packets and access instructions
  
- Read the following sections of the manual:**
  - BOE Etiquette and Board DS Relationship
  - [Mission, Goals, Core Beliefs](#)
  - Board Meeting Background
  - [Roberts Rules of Order with Motions Chart](#)
  - [Organization Chart](#)
  
- Prepare for 1st Board meeting:**
  - Go through board packet
  - *Call mentor with any questions ?*
  
- Review Calendars** (schedule these dates in your calendar)
  - BOE meetings ([Appendix A](#))
  - BOCES Annual Meeting
  - Graduation Ceremony
  - End of Year Employee Recognition
  
- Familiarize yourself with the [Board Policies](#) and the remaining material in the New Board Member Manual**
  
- Important web links**
  - District website: [www.monroe2boces.org](http://www.monroe2boces.org)
  - Monroe County School Board Association (MCSBA) website: [www.mcsba.org](http://www.mcsba.org)
  - New York State School Board Association (NYSSBA) website: [www.nyssba.org](http://www.nyssba.org)

# Board Member Etiquette

## **Prepare**

- Read packet; ask questions before the meeting
- Arrive on time

## **Listen (be attentive)**

- Equal time
- Eye contact
- Ask follow up or clarifying questions
- Turn-taking (minimal side conversations)
- Professional use of devices (remain focused on meeting)

## **Respect**

- Treat others with respect and be respected by others
- Patience to listen and ask follow-up questions
- Listening “seek to understand” a different perspective or point of view

## **Self -Reflection**

Consider time to reflect on BOE member protocols and etiquette during the year

# Board Norms and Protocols

Board members agree to operate under established norms, including agenda review, regular meeting attendance, and commitment to professional development. Meetings begin at 6:00 PM, with executive sessions held at the end. The BOE will utilize Roberts Rules of Order ([Appendix B](#)) during the business meeting and adhere to this parliamentary procedure. The Audit Committee comprises four board members and convenes prior to a board meeting. Board President and Vice President review the agenda with the District Superintendent on Thursday before meetings.

- Board members maintain accessibility to component board members.
- Board Officers will appoint a mentor to new board members ([Appendix C](#))
- Board members are committed to regularly attending Board meetings and work sessions. If a meeting is missed, members should contact leadership for a summary.
- In January, board members who are up for re-election will give an indication to the board as to whether they will seek another term.
- Professional development is encouraged (workshops, mentoring, advocacy).
- Communication is primarily digital, with updates for time-sensitive issues sent via text.
- All issues brought forth to one board member will be shared with all board members. All board email communication is shared with the entire board.
- Mail protocols ensure confidentiality and proper handling.

## Board Expectations

During the debate or discussion of a topic, Board members will be active listeners and help regulate the amount of time given to a topic, especially when points of view are being repeated. The board president will facilitate input and feedback from each member.

- BOE members will be mindful of the BOCES 2 Community Agreement ([Appendix E](#)). The board president will facilitate this.
- BOE members will be open-minded and consider all sides of an issue when making decisions.
- BOE members will be cognizant that body language is viewed by the public and other BOE members.
- BOE members will give the Superintendent & BOE officers advanced notice prior to a meeting if you plan to ask questions that require information to be prepared by staff or the Superintendent.
- When the Board is giving the Superintendent feedback on a topic or issue, the Board will come to consensus and prior to ending the conversation will be clear with regard to any expectation.
- The Board will seek professional development opportunities to gain important knowledge in a fiscally prudent manner (i.e., workshop sessions, succession planning, mentoring, advocacy, and use MCSBA and NYSSBA).
- The Board will check BOCES email on a regular basis.
- The BOE will be updated by the Superintendent via text for time sensitive issues.

## Board /District Superintendent Relationship ([see policy # 1330](#))

*To foster an environment of openness that encourages divergent points of view be shared between Board of Education, Superintendent and Executive Cabinet members:*

- Superintendent and Board share important information in timely manner
- Responses to questions posed by one Board member are shared with all
- Work to come to consensus together on issues
- Issues coming to or from the Board should be directed to the Superintendent
- Any communications with staff should be copied in or shared with the Superintendent

# Board Preparation and Meetings

## Board Packet and Agendas

Board packets are distributed electronically prior to meetings and accessible on the BOCES website. Agendas include standard items such as call to order, approval of minutes, presentations, financial reports, old and new business, personnel matters, bids/lease purchases, superintendent and committee reports, recognition awards, and public interaction. Executive sessions are reserved for confidential matters.

## Meetings

The Board must have a quorum (five members) at all Board meetings. It is important that you inform the district clerk if you will not be in attendance.

Board members should not engage in the “work of the Board” via email, telephone, etc. Anytime a quorum is discussing a topic, it is a public meeting and therefore must comply to public meeting laws.

Public notice must be given for any scheduled Board meetings, including Special Meetings. If the meeting has been scheduled at least one week before it occurs, notice must be given. The School District Clerk is responsible for publicizing these notices according to above.

## What requires Board action:

Such things as (but not all inclusive):

- All District policies. All policy changes and additions are reviewed by the superintendent and cabinet before being brought to the board.
- Human Resources: The superintendent makes all recommendations to the Board regarding hiring, firing and tenure. All employee contracts are recommended to the Board. The Board decides whether to support the recommendations through formal action.
- Financial: bid awards require action.
- Pupil Services/Security: Code of Conduct and District’s Emergency Preparedness Plan require annual Board approval
- Donations to the District must be formally accepted

## SHINE Awards

- Service: Supporting others and advancing BOCES 2's vision
- Heart: Demonstrating care, inclusion, and connection
- Innovation: Finding creative ways to improve and expand
- Navigation: Leading with clarity and purpose
- Excellence: Sustained growth and professionalism

SHINE Awards are presented monthly to honor students, staff, families, and community members making a positive impact.

## Public Interaction ([See Policy #1432](#))

Visitors may speak on educational programs, business, or operations for up to 3 minutes, with a total public comment period of 30 minutes. The Board may be restricted from responding to certain topics due to legal or policy constraints.

## Committee *and Event* Reports

MCSBA Committee representatives are asked to give a brief description of what took place at the committee meeting. Board members are encouraged to attend BOCES events or their home district events. *If you have had the opportunity to attend one of these events and would like to share, this is the time on the agenda set aside for that.*

## Executive Session ([See Policy #1433](#))

- Public safety matters
- Law enforcement or informant identity
- Investigations or prosecutions
- Litigation discussions
- Collective negotiations
- Personnel and employment history
- Examinations administration
- Property acquisition, sale, or lease

All executive session conversations are confidential. The Board, however, may meet with its attorney in a client-attorney privileged meeting, without giving notice to the public.

## Board Minutes and Communication

The District Clerk is responsible for documenting board meeting minutes, which are available on the [BOCES website](#). Email is encouraged for communication, but decisions must not be made outside of official meetings as per Open Meetings Law. Email tone and content should reflect board business standards, as communications may be subject to FOIL. Email and text communication should include all members.

## Freedom of Information Law

The Freedom of Information Law: New York State's Freedom of Information Law (Public Officers Law §87 et. seq.) allows members of the public to access records of governmental agencies. However, FOIL allows districts to withhold access to certain categories of documents, including those that are required by law to be kept confidential.

School boards must make any records and proposed resolutions, rules, regulations, policies or amendments scheduled for a discussion at a board meeting available upon request of any member of the public, to the extent practicable, prior to or at the meeting where they will be discussed. For this reason, the board assistant clerk posts non-confidential portions of the board packet on the district's website, under the heading "BOE Meeting Supporting Documents".

It is important to remember that conversations between board members via e-mail or text, unless protected under the confidential heading, are subject to the Freedom of Information Law and thus are considered "foilable". Personal or work email addresses should never be used for district discussions, nor should your email be forwarded to another email address. If you do use your personal or work email for district business then those email addresses also are subject to the FOIL laws.

## Annual Budget Review

The annual budget meeting occurs in April, with prior presentations to component superintendents and school business officials. The proposed budget is made available for public review and feedback, and paper copies are obtainable upon request. All feedback and questions are reviewed by the board and addressed by the District Superintendent and Board President.

## Board Liaison and District Visits

Each board member serves as a liaison to assigned component districts, providing annual communication and participating in visits with the District Superintendent.

## Retreats

### *Board Retreats*

*The Board conducts at least two retreats annually, one in the fall and one in the summer, allowing for strategic discussion and collaboration.*

## Evaluations and *Self-Assessment*

Board members annually evaluate the District Superintendent *and conduct a self-evaluation of board operations, often involving input from those who regularly interact with the board.*

## Tenure Process

The District Superintendent recommends staff for tenure based on evaluations, APPR scores, relationships, program effectiveness, and attendance. Newly tenured staff are congratulated and honored at future meetings.

## Travel and Expense Reimbursement

Refer to Policies [1520](#) and [1560](#) for travel and expense reimbursement procedures.

# Mission, Vision, and Strategic Goals



## *Mission*

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

---

## *Vision*

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





# Strategic Plan

## Strategic Goals

## Key Strategies

### Customer Satisfaction

Provide excellent service while demonstrating care and respect for all

- Provide prompt response to all customers
- Provide programs and services to meet the needs of customers
- Utilize customer feedback to drive programs and services

### Continuous Improvement

Seek innovative practices to promote organizational excellence by improving efficiency and effectiveness of services

- Conduct needs assessment to identify and deliver professional development accordingly
- Utilize innovative technologies throughout the organization to enhance teaching, learning and operations
- Incorporate research-based instructional practices to ensure quality program delivery

### Community Collaboration

Partner with school districts and community organizations to provide creative educational solutions and foster growth

- Participate in school and community networking opportunities
- Maintain continuous communication with school and community partners
- Develop purposeful partnerships to foster regional advancement
- Respond to emerging federal, state and local needs to guide programs and services

### Resource Management

Demonstrate integrity, accountability and effectiveness in all personnel and financial decisions with an emphasis on enhancing teaching and learning

- Recruit, develop and retain qualified personnel committed to our mission and vision
- Promote efficiency, quality, and cost effectiveness in the daily management of staff and budgets
- Maintain a high level of integrity, clarity and accountability in all operations and communications



## Appendix A

### Monroe 2-Orleans BOCES Board Meeting Schedule and School Calendar

The Monroe 2-Orleans Board of Cooperative Educational Services typically holds its regular meetings August through June **on the second Wednesday of the month** at 6:00 p.m. at the Richard E. Ten Haken Educational Services Center, 3599 Big Ridge Road, Spencerport, New York 14559.

Wednesday, July 8, 2026	Audit Committee Meeting at 5:00 pm followed by Reorganizational-Regular Board Meeting and District Wide S.A.V.E. Plan Public Hearing at 6:00 pm
Wednesday, August 12, 2026	
Wednesday, September 9, 2026	
Wednesday, October 14, 2026	Audit Committee Meeting at 5:00 pm followed by board meeting at 6:00 pm. Audit information will be shared at this meeting
Wednesday, November 18, 2026	Third Wednesday due to Veteran's Day holiday on November 11
Wednesday, December 9, 2026	
Wednesday, January 13, 2027	
Wednesday, February 10, 2027	
Wednesday, March 10, 2027	Audit Committee Meeting at 5:00 pm followed by board meeting at 6:00 pm
Wednesday, April 14, 2027	Regular Board Meeting at 4:45 and Code of Conduct Public Hearing followed by <b>BOCES 2 Annual Meeting</b>
<i>Tuesday, April 28, 2027</i>	<i>No meeting – noted as deadline for Component Districts Annual Voting on BOCES 2 Administrative Budget and Board Member Elections</i>
Wednesday, May 12, 2027	
Wednesday, June 9, 2027	



# 2026-27

## Monroe 2-Orleans BOCES SCHOOL CALENDAR

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

July 3 ..... Fourth of July (Observed)

**New for 2026-27** **Self-Selected Teacher Contract Professional Development Day**

To prepare for the school year, faculty members will complete one contractual workday in July or August 2026 at BOCES 2. This day is beyond summer commitments such as Extended School Year, Regional Summer School, Summer at the Center and/or summer workshops.

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Oct. 9 ..... Superintendent's Conference Day  
Oct. 12 ..... Indigenous Peoples Day/Columbus Day

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Jan. 1 ..... New Year's Day  
Jan. 8 ..... CTE Tour Day (CTE Classes Not in Session)  
Jan. 18 ..... Martin Luther King Jr. Day (Observed)  
Jan. 26-29 ..... Regents Exams

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

April 9 ..... Superintendent's Conference Day

**LEGEND**

- ★ First Day for Students
- ◐ Half Day for Students; Staff Report
- ◑ No School for Students; Staff Report
- ◒ No School for Students and Staff
- ◓ BOCES 2 Locations Closed
- ★ Last Day for Students
- CTE Professional Development Days
- ◐ CTE Not in Session; Staff Report
- ◑ Last Day for CTE Staff
- Regents/State Exams
- New Faculty Orientation

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Aug. 18-19 ..... Regents/State Assessments  
Aug. 26-28 ..... New Faculty Orientation  
Aug. 31 ..... First Day for Staff (CTE, EC, WA)

**BOCES 2 Opening Day - Monday, Aug. 31**  
BOCES 2 Professional Development Center

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Nov. 11 ..... Veterans Day  
Nov. 25-27 ..... Thanksgiving Recess

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

Feb. 15 ..... Presidents Day  
Feb. 16-19 ..... Mid-Winter Recess

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

May 7 ..... Student Half Day (CTE, EC, WA)  
May 31 ..... Memorial Day

**PROGRAM ABBREVIATIONS**

- CTE Career and Technical Education
- EC Exceptional Children
- WA Westside Academy

**TOTALS**

- 180 Student Days
- 185 Paraprofessional Workdays
- 186 Faculty Workdays
- 14 Classified Staff Holidays plus one floating holiday

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Sept. 1-3 ..... CTE Professional Development Days  
Sept. 4 ..... 10-Month Staff Release Day  
Sept. 7 ..... Labor Day  
Sept. 8 ..... Superintendent's Conference Day  
Sept. 9 ..... First Day for Students (CTE, EC, WA)

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Dec. 4 ..... Student Half Day (CTE, EC, WA)  
Dec. 11 ..... CTE Tour Day (CTE Classes Not in Session)  
Dec. 24 ..... Holiday Recess  
Dec. 25 ..... Christmas Day  
Dec. 28-31 ..... Holiday Recess

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

March 22-25 ..... Spring Recess  
March 26 ..... Good Friday

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June 14 ..... Last Day for CTE Students  
June 15-17 ..... Regents Exams  
June 18 ..... Juneteenth (Observed)  
June 21-24 ..... Regents Exams  
June 22 ..... Last Day for CTE Staff  
June 24 ..... Last Day for EC and WA Students  
June 25 ..... Regents Rating Day  
June 25 ..... Last Day for EC and WA Staff

**For the most up-to-date events and news, visit [www.monroe2boces.org](http://www.monroe2boces.org)**

This school calendar is an adaptation of the BOCES 2 Board approved calendar from March 18, 2025 v032326

## Appendix B

### Robert's Rules of Order: Chart of Motions & Procedures

These motions are listed in order of precedence. A motion can be introduced if it is higher on the chart than the pending motion.

Purpose	You Say	Can Interrupt	Requires a Second	Debat-able	Can be Amended	Vote Required
Close the meeting	I move to adjourn	No	Yes	No	No	Majority
Register a complaint	I rise to a question of privilege	Yes	No	No	No	None
Lay the motion aside temporarily	I move to table the motion	No	Yes	No	No	Majority
End debate	I call the question; OR I move to end debate	No	Yes	No	No	2/3
Limit or extend debate	I move that debate be limited to...	No	Yes	No	Yes	2/3
Postpone to a certain time	I move to postpone the motion to...	No	Yes	Yes	Yes	Majority
Refer to a committee	I move to refer the motion to...	No	Yes	Yes	Yes	Majority
Modify the wording of the motion	I move to amend the motion by...	No	Yes	Yes	Yes	Majority
Postpone the decision indefinitely	I move that the motion be postponed indefinitely	No	Yes	Yes	No	Majority

No order of precedence. These motions arise incidentally and are decided immediately.

Purpose	You Say	Can Interrupt	Requires a Second	Debatable	Can be Amended	Vote Required
Enforce the rules	Point of order	Yes	No	No	No	None
Submit the matter to the group	I appeal the decision of the Chair	Yes	Yes	Varies	No	Majority
Suspend the rules	I move to suspend the rules	No	Yes	No	No	2/3
Divide the motion	I move to divide the question	No	Yes	No	Yes	Majority
Demand rising vote	I call for a division	Yes	No	No	No	None
Ask a question about parliamentary procedure	Parliamentary inquiry	Yes	No	No	No	None
Request for information	Point of information	Yes	No	No	No	None

No order of precedence. Introduce only when nothing else is pending before the group.

Purpose	You Say	Can Interrupt	Requires a Second	Debatable	Can be Amended	Vote Required
Take the matter from the table	I move to take from the table	No	Yes	No	No	Majority
Cancel a previous action	I move to rescind	No	Yes	Yes	Yes	2/3; or Majority with notice
Reconsider a motion*	I move to reconsider the vote	No	Yes	Yes, if motion it applies to is debatable	No	Majority

\* can be made only by someone who voted for the prevailing side in the previous vote on the motion.

# Appendix C

## Mentor Guidelines (draft)

School board mentor guidelines focus on accelerating the effectiveness of new members through structured support, offering guidance on district policy, board roles, and governance practices. Mentors should foster an informal, confidential, and collegial relationship, providing orientation to board meetings, policies, and community expectations while acting as a trusted, knowledgeable advisor.

### Key Mentoring Responsibilities & Guidelines

- **Initial Contact & Orientation:** Introduce yourself immediately, explain your role, and ensure the new member has received essential documents like board policies.
- **Relationship Building:** Establish an informal, collegial atmosphere that encourages trust and open communication.
- **Operational Support:** Explain the superintendent's role, the nuances of board meetings, and parliamentary procedures.
- **Availability:** Be available to answer questions, share experiences, and provide support throughout the new member's initial, crucial months.
- **Introduction to Community:** Help the new member become a familiar face at district events and in the community.
- **Ongoing Support:** Act as a guide for navigating ethical guidelines and maintaining professional boundaries in school governance.

### Mentor Selection & Qualifications

- **Experience:** Mentors should be seasoned board members with a deep understanding of the district's goals, culture, and policies.
- **Commitment:** Mentors must show a commitment to cultivating future leadership and ensuring a smooth transition.
- **Knowledge:** Possess strong knowledge of the district's operations and the community they serve.

These guidelines are designed to ensure that mentorship strengthens the overall capacity of the board to lead effectively.

## Appendix D

### Monroe 2-Orleans BOCES Board Members and Cabinet Members

Board Members			
Name	District	Phone	Term ends
John Abbott	Hilton	585-451-9110	2027
Christa Bowling	Kendall	315-694-1814	2027
Kathleen Dillon	Churchville-Chili	585-733-3118	2029
Dennis Laba	Gates Chili	585-797-5824	2028
Gerald Maar	Brockport	585-736-1275	2028
Michael May	Spencerport	585-943-5039	2027
James Musshafen	Wheatland-Chili	585-739-7274	2029
Chuck Phillips	Greece	585-802-5279	2026
TBD	Holley		2028

Cabinet		
Name	Title	Phone
Karen Brown	Assistant Superintendent for Human Resources	585-233-9925
Marijo Pearson	Assistant Superintendent for Curriculum, Instruction and Professional Development	585-415-0708
Steve Roland	Assistant Superintendent for Finance and Operations	585-305-8856
Thomas Schulte	Assistant Superintendent for Instructional Programs	585-694-5266
Jill Slavny	Assistant Superintendent for Accountability, Technology and Regional Services	585-305-8927
Shawna Gareau-Kurtz	Director, Center for Workforce Development	585-831-0237
Jon Koeng	Principal, Career and Technology Education	607-793-0984
Kerry Macko	Director, Exceptional Children	585-953-0929
Steve Montemarano	Director, BOCES4Science	585-491-0535

## Appendix E



### *Community Agreements*



Uphold dignity



Presume positive intentions  
and recognize impact



Use clear, intentional and  
honest communication



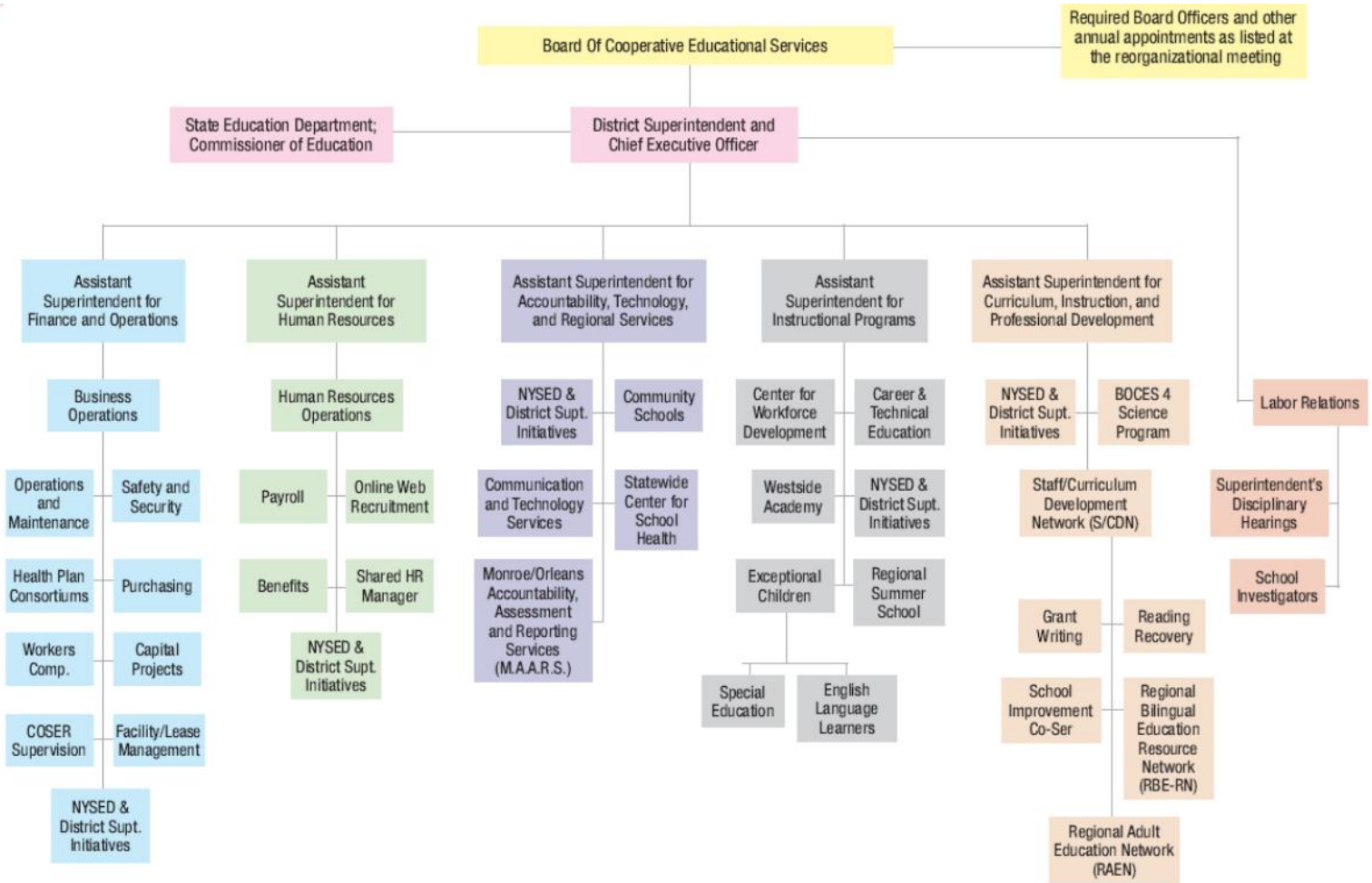
Actively listen to learn  
and understand



Be ready to engage, innovate  
and focus on solutions

# Appendix F

## Monroe 2-Orleans BOCES Organizational Chart



# Appendix G

## Monroe 2-Orleans BOCES Policies

### Process

The Board of Education is responsible for setting policy. The District Superintendent and his Cabinet will review policies and make recommendations for change by marking the existing policy. Language that is recommended to stay will be in black font, language suggested for removal will be in red strike-through font, and new language will be in red italics. Marked-up policies go to the Board for two meetings for approval. There can be a motion to waive the second reading if the board decides that no further discussion is necessary and the policy is ready for approval. Some policies have regulations and/or forms associated with them. These are not subject to board approval as they are the implantation of the policies.

### Where to Find Policies

Policies are posted on the Monroe 2-Orleans BOCES website. [Board Policies](#)

## Board Policies for New Member Review

The following links will take you directly to the digital policy on our website. Copies of these policies are in the next pages of this section.

[POWERS AND DUTIES OF BOARD MEMBERS](#)

[DUTIES OF THE PRESIDENT](#)

[BOARD POLICY MAKING](#)

[ORIENTING NEW BOARD MEMBERS](#)

[ORDER OF BUSINESS AT BOARD MEETINGS](#)

[EXECUTIVE SESSIONS OF THE BOARD](#)

[BOARD-DISTRICT SUPERINTENDENT RELATIONSHIP](#)

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

### **Policy #1310 – POWERS AND DUTIES OF THE BOARD**

The powers and duties of the Board include the following:

- a) Appoint a District Superintendent and, at its discretion, provide for payment of supplementary salary to the District Superintendent by the BOCES;
- b) Prepare and adopt its final administrative, capital and program budgets for the Board programs (after presentation to component school districts in accordance with law) for the ensuing year no later than May 15 of each year.
- c) Upon the recommendation of the District Superintendent employ such administrators, teachers, supervisors, clerical and other personnel necessary to carry out the program;
- d) Provide and maintain suitable classrooms, office and other facilities necessary to carry out the program;
- e) Establish policies which provide the framework for the day-to-day operations;
- f) Such other powers and duties as are prescribed by law.

Education Law Sections 1701 and 1950

Policy References:

- Refer to [Policy #5350 -- Defense and Indemnification of Board Members and Employees.](#)
- Refer to [Policy #4120 -- Budget Development and Adoption.](#)

Adopted: 7/13/1999; Revised: 9/15/2010; Revised: 8/21/2013; Reviewed: 8/17/2016;  
Reviewed: 9/18/2019; Reviewed: 8/17/2022; Revised: 8/20/2025

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

### **Policy #1311 – DUTIES OF THE PRESIDENT**

The President shall be a member of the Board, elected by the Board at its Annual Reorganizational Meeting, and shall serve for a one-year term. The duties of the President are to:

- a) Preside at all meetings of the Board.
- b) Receive all communications presented to the Board.
- c) Execute documents on behalf of the Board when so authorized.
- d) Enforce the by-laws and rules of order (see Policy 1510).
- e) Appoint all committees (with the exception of the audit committee) and fill any committee vacancies which occur and serve as an ex-officio member of all committees.
- f) Call special meetings of the Board when necessary.
- g) To perform the other usual and ordinary duties of the office and such duties as may be specified from time to time by the Board, in accordance with law.

See [Policy 1315.2 Audit Committee](#)

Education Law Section 1950(4)(j)

Adopted: 7/13/99; Revised: 3/19/08; Revised: 9/15/2010; Revised: 8/21/2013; Revised: 8/17/2016; Reviewed: 9/18/2019; Reviewed: 8/17/2022

## **Monroe 2-Orleans BOCES Policy Series 1000 – By-Laws Policy #1320 – BOARD POLICY MAKING AND ADOPTION**

The Board operates at the policy-making level, leaving the implementation and administration of that policy to its District Superintendent/designee, administrators and supervisors, thus freeing itself for major considerations and decisions.

Board policies are statements which set forth the purposes and prescribe in general terms what the Board intends for the organization and student programs.

Policies create a framework within which the District Superintendent/designee and other staff can discharge their assigned duties. Specific directions on precise details such as how, who, where, and when are the responsibility of administration through the creation of regulations.

### **Procedures For Adoption of Policies**

- a) The District Superintendent/designee may recommend approval of new policies or propose changes in existing policy that are deemed necessary.
- b) The policies under consideration shall be placed on the table for a period of at least twelve (12) days to permit individual Board members time to study and analyze each proposal before official Board action is expected.
- c) Following the twelve (12) day period, Board action may take place at the next regular monthly meeting of the Board.
- d) If a draft policy is approved, the draft policy shall be entered as an official policy under an appropriate series.
- e) If a draft policy is not approved, the draft policy may be eliminated from consideration or resubmitted with modifications for further consideration, again using the aforementioned times for possible action.
- f) The adoption of a draft policy shall occur only after the proposal has been moved, discussed and voted on affirmatively at two separate meetings of the Board (i.e., the first reading and the second reading). The policy draft may be amended at the second meeting. By a majority vote, the Board may waive the second reading and complete the adoption of the proposed policy at its first reading, waiving the twelve day consideration period outlined in (b) and (c) above.

Education Law Section 1709

Adopted: 7/13/99; Revised: 9/15/10; Reviewed: 8/21/2013; Revised: 8/17/2016; Revised: 9/18/2019; Reviewed: 8/17/2022; Revised: 8/20/2022

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

### **Policy #1550 – ORIENTING NEW BOARD MEMBERS**

The Board and its staff shall assist each new member-elect to understand the Board's functions, policies and procedures before taking office, by the following methods:

- a) The electee shall be provided material by the New York State School Boards Association, the National School Boards Association, and/or other professional organizations on the responsibility of being a board member.
- b) The electee shall be sent agendas and invited to attend Board meetings in May and June.
- c) The Clerk shall supply material pertinent to meetings.
- d) The electee shall be invited to meet with the District Superintendent and other administrative personnel to discuss services they perform for the Board.
- e) A copy of the Board's policies and by-laws or [link to the website](#) shall be given to the electee by the Clerk.
- f) The opportunity to attend staff and Board orientation programs shall be provided to each electee.
- g) The District Superintendent will arrange for briefing each electee on programs and procedures by various administrative staff.
- h) A special meeting or time at a regular meeting will be set by the Board for its own orientation of each electee.

Adopted: 07/13/99 Reviewed: 09/15/10 Reviewed: 8/21/2013 Revised: 8/17/2016  
Reviewed: 9/18/2019 Revised: 8/17/2022 Revised: 8/20/2025

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

### **Policy #1432 – ORDER OF BUSINESS AT BOARD MEETINGS**

**Regular Meetings:** At all regular meetings of the Board, the order of business shall be generally as follows, unless a change in such order shall be consented to by a majority of the Board:

- a) Pledge of allegiance;
- b) Agenda Item(s) Modifications;
- c) Approval of Minutes;
- d) Public Interaction;
- e) Financial reports;
- f) Old Business;
- g) New Business;
- h) Personnel and Staffing;
- i) Bids;
- j) Executive Officer’s Reports;
- k) Committee Reports;
- l) Upcoming Meetings;
- m) Other items;
- n) Adjournment.

With the consent of a majority of Board members, the President, for a stated reason, may alter the order of business.

**Special Meetings:** The order of business for special meetings of the Board shall be as follows:

- a) Call to Order, Roll Call, Determination of Quorum;
- b) Item or items of business as set forth in the notice of the meeting;
- c) Adjournment.

#### **Public Interaction at Meetings**

Public interaction is a privilege, not a right. Visitors who wish to speak must sign the Visitor Sign-In Sheet prior to the start of the board meeting. Topics appropriate for visitors to speak on are BOCES educational programs, business, and/or operations. The time for public interaction will be limited to a total of 30 minutes, 3 minutes per single person. An organization or collective group of people needs to have one single spokesperson. Federal law, state law, and internal policies may prohibit the Board from commenting or interacting on the speaker’s words, but the Board hears and seriously considers all visitor information. Any speaking that is deemed inappropriate or confidential will be curtailed. Civil treatment is expected and anyone making libelous/slander, discriminatory, threatening, violent, obscene comments, or advocating racial, religious, or other forms of prejudice will be curtailed and/or the speaker will be removed from the meeting.

Adopted: 07/13/99; Revised: 9/15/10; Reviewed: 8/21/2013; Revised: 8/17/2016; Revised: 9/18/2019 Reviewed: 8/17/2022; Reviewed: 8/20/2025

## **Monroe 2-Orleans BOCES Policy Series 1000 – By-Laws Policy #1433 – EXECUTIVE SESSIONS OF THE BOARD**

The Board may hold executive sessions where only members of the Board, the District Superintendent and other persons invited by the Board shall be present. Upon a majority vote of its total membership, taken in an open meeting pursuant to a motion identifying the general area or areas of the subject or subjects to be considered, the Board may conduct an executive session for discussion of the below enumerated purposes only, provided, however, that no action by formal vote shall be taken except on a 3020-a probable cause finding. For all other purposes, the action by formal vote shall be taken in open meeting and properly recorded in the minutes of the meeting.

- a) Matters which will imperil public safety if disclosed;
- b) Any matter which may disclose the identity of a law enforcement agent or informer;
- c) Information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement, if disclosed;
- d) Discussions regarding proposed, pending or current litigation;
- e) Collective negotiations pursuant to Article 14 of the Civil Service Law;
- f) The medical, financial, credit or employment history of any particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of any particular person or corporation;
- g) The preparation, grading or administration of examinations;
- h) The proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof. Matters discussed in executive sessions must be treated as confidential; that is, the substance of the matters should not be disclosed.

Public Officers Law Sections 105 and 106(2)(3) Education Law Section 3020

Adopted: 7/13/99 Revised: 4/16/08 Revised: 9/15/10 Revised: 8/21/2013 Revised:  
8/17/2016 Reviewed: 9/18/2019 Reviewed: 8/17/2022 Reviewed: 8/20/202

## **Monroe 2-Orleans BOCES Policy Series 1000 – By-Laws Policy #1330 – BOARD-DISTRICT SUPERINTENDENT RELATIONSHIP**

The Board intends that its relationship with the District Superintendent be harmonious and professional. While both the Board and the District Superintendent strive to provide educational programs and services of the highest quality in the most efficient and cost effective manner possible, differences will be resolved by reasoned discussion between both parties.

The Board believes that the development and adoption of sound policies are the most important functions of a Board, and that the execution of those policies is the function of the District Superintendent.

Delegation by the Board of its executive powers to the District Superintendent provides freedom for the District Superintendent to manage the organization within the guidelines established by Board policy and frees the Board to devote its time to further policy development and evaluation.

The Board holds the District Superintendent responsible and accountable for the administration of its policies, the execution of Board decisions, the day-to-day operation of the overall programs, and for keeping the Board informed about operations and problems so associated.

Adopted: 7/13/1999; Revised: 9/15/2010 Revised: 8/21/2013; Reviewed: 8/17/2016;  
Reviewed: 9/18/2019; Reviewed: 8/17/2022; Reviewed: 8/20/2025

# Appendix H

## Glossary of Educational Terms and Common Acronyms

Academic Intervention Services (AIS) – Services required of the school district to provide extra help to students who are not yet meeting the learning standards.

Accountability – Requiring school districts and states to ensure that schools meet their goals/standards.

Annual Professional Performance Review (APPR) – An annual evaluation of teachers and principals that school boards and Boards of Cooperative Educational Services (BOCES) must ensure is conducted in accordance with law and the commissioner's regulations. Each school board and BOCES must adopt an APPR plan to be filed in the district or BOCES office and made available for public review by September 10 of each year.

Appropriation – An authorization from the board of education or voters to make expenditures and to incur monetary obligations for specific purposes.

Assessed valuation – The monetary worth of all property in the district as determined by the municipal assessor.

Average daily attendance – The aggregate days of attendance during a given reporting period divided by the number of days school is in session during that period.

Basic Education Data System (BEDS) – The State Education Department's system for collecting basic information on all the state's elementary and secondary schools.

Block grants – Federal or state funding distributed in a lump sum directly to states or localities to administer and direct programs.

Boards of Cooperative Educational Services (BOCES) – BOCES are formed by a voluntary cooperative association of school districts in a geographical area that band together to provide services, such as special education and vocational programs, to their component local school districts.

BOCES aid – State funds to reimburse a district for part of the cost of BOCES services.

Categorical aid – State or federal aid which is intended to finance or reimburse a specific category of expenses or to aid a particular target group of pupils.

Charter school – An "independent and autonomous public school" established under state charter school law, eligible for funding from both private and public local, state and federal monies.

Commissioner of Education – The chief executive officer of the Board of Regents and the State Education Department appointed by the Board of Regents to enforce laws and policies relating to the state education system.

Committee on Open Government (COOG) – A statutorily created committee that pursuant to law issues regulations and advisory opinions on the state's Open Meetings Law, Freedom of Information Law and Personal Privacy Protection Law

Committee on Special Education/Committee on Preschool Special Education (CSE/CPSE) – The team(s) established by the board of education in each school district that is responsible for, among other things, identifying, evaluating and recommending appropriate education placements and services for students with disabilities.

Contingency budget – The budget adopted by the board of education after a proposed budget or budget revote is defeated. A contingency budget is subject to statutory spending restrictions.

Cooperative Service application (Co-Ser) – A BOCES request to the commissioner of education for approval to operate a service.

Core curriculum – The body of knowledge that all students are expected to learn.

Data-driven (or data-based) decision making – Analyzing varied forms of data to identify educational strengths and/or weaknesses to plan for and implement improvements in student achievement as well as monitoring trends and using this information to make decisions about the effectiveness of continuation or changes in district practices, curriculum, programs, procedures and policies.

Demographic data – Information describing the students and citizens of a school district; usually includes characteristics such as race, age, gender, income, educational level and profession.

Dignity for All Students Act (DASA) – A state law which prohibits student harassment and bullying on the basis of certain protected characteristics.

Distance learning – A mode of delivering education and instruction via the internet without a student physically attending the class.

Elementary and Secondary Education Act (ESEA) – A comprehensive federal law adopted in 1965 establishing the conditions under which states and school districts can access federal funding for education.

Equalization rate – The percentage of full value at which taxable real property in a county, city, town or village is assessed as determined by the commissioner of taxation and finance.

Every Student Succeeds Act (ESSA) – The most recent federal reauthorization of the Elementary and Secondary Education Act (ESEA).

Executive session – A portion of the school board meeting that is not open to the public.

Family Educational Rights and Privacy Act (FERPA) – A federal law protecting the privacy of, and access to, student records.

Fiscal deficit – The amount by which total expenditures exceed total revenues for the fiscal year.

Foundation aid – A state aid formula which provides that the majority of school aid is distributed by a clear and predictable stream of funding.

Free Appropriate Public Education (FAPE) – A FAPE consists of special education and related services provided to an eligible child with a disability at public expense under public supervision and direction.

Freedom of Information Law (FOIL) – A state law that gives the public access to government records, as a way to foster increased understanding of and participation in government. The law provides procedures for requests and a list of the kinds of records that are exempted. Part of New York's Sunshine Laws; see also Open Meetings Law.

Governmental Accounting Standards Board (GASB) – GASB sets the accounting rules for all governmental entities, including school districts.

Inclusion – Educating students with disabilities as appropriate in a regular classroom setting along with students without disabilities.

Individuals with Disabilities Education Act (IDEA) – A federal law that affords students with disabilities the right to a free appropriate public education in the least restrictive environment.

Individualized Education Program (IEP) – A written statement outlining the plan for providing an educational program for a disabled student based on the unique needs of that student.

Least Restrictive Environment (LRE) – Refers to the setting in which disabled students are educated and the obligation to ensure, to the maximum extent appropriate, such students are not placed in separate schools or classes and participate in the regular educational environment.

New York State Learning Standards – The level of knowledge, skills and understanding that students should be able to demonstrate over time as a result of instruction or experience. There are two types of standards, according to the State Education Department: content standards (what children should know, understand and be able to do as a result of their schooling) and performance standards (acceptable levels of student achievement).

NYCRR (New York Codes, Rules and Regulations) – The compilation of all New York State regulations.

Open Meetings Law (OML) – A law that governs the conduct of board of education meetings. Part of New York's Sunshine Laws; see also Freedom of Information Law.

Parliamentary procedure – A system of organizing a meeting to ensure an orderly, democratic process; Robert's Rules of Order is most commonly used in New York.

Performance-based assessment – Tests which measure students' abilities to perform tasks and solve problems rather than choosing answers from a number of possibilities.

PILOT (Payment in Lieu of Taxes) – An agreed upon payment that is made in place of taxes by a property owner who would not otherwise be liable for taxes based upon the exempt status of the real property.

Public Employee Relations Board (PERB) – A state agency that administers and enforces the Taylor Law.

Student growth model – An accountability system that tracks student performance over time.

Taylor Law – The common name for the Public Employees Fair Employment Act, a part

of the Civil Service Law, which is a comprehensive labor relations statute covering all public employees in New York State.

Tenure – Guaranteed job security, granted by state law to teachers after a period of satisfactory probationary service, which cannot be rescinded except for cause.

Title I – A federal aid program under the Elementary and Secondary Education Act to provide schools with a high percentage of low-income families with additional funds to improve academic achievement.

Triborough amendment – An amendment to the Taylor Law, part of the Civil Service Law, that requires the terms of an expired collective bargaining agreement to remain in effect until a new one is negotiated. Named after the 1972 Triborough Bridge and Tunnel Authority PERB decision.

Voucher – A way to allocate and distribute education money directly to parents to pay for their children's education in a public or private school.

Wicks Law – A section of the General Municipal Law that requires school districts to award separate contracts for plumbing, heating/air/ventilation and electrical work.



<b>Acronym</b>	<b>Name</b>
AASA	American Association of School Administrators
ADA	Americans with Disabilities Act
ADHD	Attention Deficit Hyperactivity Disorder
ADL House	Activities of Daily Living House
AESA	Association of Educational Service Agencies
AHS	Alternative High School
AIS	Academic Intervention Services
Alt Ed	Alternative Education
AP	Accounts Payable
APPR	Annual Professional Performance Review
ASBO	Association of School Business Officials
ASCD	Association for Supervision and Curriculum Development
ASI	Assistant Superintendent for Instruction
ASL	American Sign Language
AT	Assistive Technology
B4S	BOCES 4 Science
BEDS	Basic Educational Data System
BOCES	Board of Cooperative Educational Services
BOE	Board of Education
CaTS	Communications and Technology Services
CIPD	Curriculum, Instruction and Professional Development
CMC	Curriculum Material Center
Co-Ser	Cooperative Service
CPS	Child Protective Services
CPSE	Committee on Preschool Special Education
CSA /CSO	Chief School Administrators, Chief School Officers
CSE	Committee on Special Education
CTE	Career and Technical Education
CWD	Center for Workforce Development (Adult Education)
DASA	Dignity for All Students Act
DHHS	Deaf and Hard of Hearing Service
DS	District Superintendent
DSS	Department of Social Services
EAP	Employee Assistance Program
EC	Exceptional Children
ECE	Early Childhood Education
ECLC	Early Childhood Learning Center (back of ESC)
EI	Early Intervention

<b>Acronym</b>	<b>Name</b>
ELA	English/Language Arts
ELL	English Language Learner
ENL	English as a New Language
ESC	Educational Services Center (Administration Offices)
ESOL	English for Speakers of Other Languages (RBE-RN supports these teachers across the state and we also have teachers employed by BOCES who work in districts)
ESSA	Every Student Succeeds Act
ESY	Extended School Year
ESYP	Extended School Year Program
FERPA	Family Educational Rights/Privacy Rights
FMLA	Family Medical Leave Act
FOIL	Freedom of Information Law
FTE	Full Time Equivalent
GVASCD	Genesee Valley Association for Supervision and Curriculum Development
HSE	High School Equivalency
IDEA	Individuals with Disabilities Educational Act
IEP	Individualized Education Plan
JMT	Joint Management Team (BOCES 2, Monroe One BOCES, Genesee Valley Educational Partnership, and Wayne-Finger Lakes BOCES)
JMT-HE	Joint Management Team - Higher Education
MAARS	Monroe/Orleans Accountability, Assessment, and Reporting Services (located on Buffalo Road and is funded by Monroe One and Monroe 2-Orleans BOCES.)
MCCOSS	Monroe County Council of School Superintendents
MCSBA	Monroe County School Boards Association
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
NCLB	No Child Left Behind Act
NTHS	National Technical Honor Society
NV	New Visions
NYSCOSS	New York State Council of School Superintendents
NYSCSH	New York State Center for School Health
NYSED	New York State Education Department
NYSIR	New York State Schools Insurance Reciprocal
NYSSBA	New York State School Boards Association
NYSUT	New York State Unified Teachers
O&M	Operations and Maintenance
OT	Occupational Therapy
PBIS	Positive Behavioral Interventions and Supports
PDC	Professional Development Center

<b>Acronym</b>	<b>Name</b>
PDP	Professional Development Plan
PO	Purchase Order
PPS	Pupil Personnel Services
PT	Physical Therapy
RAS	Request for Additional Services
RASHP	Rochester Area Schools Health Plan
RASWCP	Rochester Area Schools Workers' Compensation Plan
RBE-RN	Regional Bilingual Educational-Resource Network
RIC	Regional Information Center
RIC/RAC	Regional Information Center/Regional Advisory Council
RR	Reading Recovery or Related Services
RSE-TASC	Regional Special Education Technical Assistance Support Center
RSS	Regional Summer School
RSS	Related Support Services
RTI	Response to Intervention
RTP	Rochester Tech Park
SASS	System for Accountability in Student Service
SAVE	Schools Against Violence in Education
SBO	School Business Official
SDM	Shared Decision Making
SEL	Social Emotional Learning
SEPTO	Special Education Parent-Teachers Organization
STEM	Science, Technology , Engineering and Math
SW	Social Worker
TA	Teacher Aide; Teachers Association
TBI	Traumatic Brain Injury
TCI	Therapeutic Crisis Intervention
TDP	Therapeutic Day Program
TIFP	Teacher Immersion Fellows Program
TIG	Trauma, Illness, Grief
VADIR	Violent and Disruptive Incident Reporting
VESID	Vocational and Educational Services for Individuals with Disabilities
WA	Westside Academy
WBL	Work-Based Learning
WEMOCO	Western Monroe County (Career and Technical Education)
WV	Westview (Buffalo Road)

## Appendix I

### What every local school board member should know about the BOCES budget.

On Board Online • June 9, 2025

By Jeffrey Matteson



Every day, more than 50,000 New York State students attend Boards of Cooperative Educational Services (BOCES) instructional programs. If the collective BOCES were a school district, this enrollment number would make it the second largest public school in the state behind New York City. Yet, many educators and board members have never been given a proper orientation or gained a complete picture of the purpose and value of your local BOCES.

Since their formation in 1948, the mission of BOCES has expanded. They provide shared services in the form of:

- Career and technical education (CTE).
- Special education.
- Alternative education.
- Professional development.
- Administrative support for school districts' back-office operations, coordination of health and safety requirements and purchasing.

In addition, there are hundreds of other unique cooperative services that BOCES have created in response to district needs.

We are fortunate to live in one of the few states that incentivizes the sharing of these services through reimbursements to make them affordable for all districts, especially those with the greatest financial needs. In the last fiscal year, these reimbursements totaled more than \$1.3 billion.

In my experience, newly appointed school administrators and newly elected school board members are often confused when they first see BOCES items in a school budget. They tend to see many lines of expenses and fail to notice a single revenue line labeled "BOCES Refund/BOCES Aid," which typically covers a large portion of that outlay. Likewise, they may not understand BOCES budgets, which are different from district budgets.

Here are 10 things everyone in local school leadership should understand about BOCES:

1. BOCES are set up on a business model that builds a budget around the sale of shared services established through cooperative service agreements (CoSers) between at least two entities.
2. Each CoSer has its own standalone budget. Like district budgets, CoSer budgets have administrative, program and capital portions.
3. Each CoSer budget becomes part of the BOCES budget but is self-contained; expenditures cannot move outside of their intended purpose. In other words, money cannot be transferred between CoSers.
4. The BOCES has an administrative budget that funds the central administration of the BOCES (including the BOCES board). Annually, this budget is voted on by school boards of the BOCES' component school districts. A majority of the local boards must support the administrative budget or the budget increase will be \$0 for the ensuing year.
5. The BOCES administrative budget has a unique feature: all BOCES retiree benefits are paid for out of this budget. So, while the administrative budget pays for a very small portion of employee expenses (they are in the CoSer budgets), it pays 100% of retiree expenses. This explains why a BOCES administrative budget may be around 10% of total expenses, while a school district's administrative expenses typically are only 3% to 5% of total expenses.
6. The retiree benefit obligations remain even if a BOCES administrative budget is voted down. Paying for these constitutionally protected benefits when the budget is rejected will require cuts to other portions of the administrative budget. Therefore, voting down the BOCES administrative budget will result in the loss of BOCES central office personnel.
7. The CoSers associated with the BOCES' program budget are not voted on by school districts as one district does not have the authority to tell another school district which CoSers they can purchase through BOCES.
8. The BOCES' capital budget accounts for leases and capital expenses that will occur that year.
9. You will see entries for BOCES aid for services that will be provided by the BOCES. This represents state aid that goes to school districts and not to the BOCES.

10. BOCES do not receive state aid, although they can receive grant funding for certain services (such as free and reduced-price lunch).

There is much more to this conversation, and I encourage all school board members to connect with your local BOCES for an orientation and a visit. In addition to serving your children of all ages and abilities, they serve as a regional leader in workforce development and have deep connections with business and industry. For members of the public, they are a community resource that serve as a great equalizer.

BOCES should be thought of as an extension of our local districts. Although they do not award credit or diplomas, their credit-bearing coursework has led to thousands of high school graduates in the last 75+ years. BOCES are truly an essential partner for school districts and school boards.

*Jeffrey Matteson is senior deputy commissioner of the State Education Department.*

9. New Business

1. First Reading of Various Policies for Annual Review

## VARIOUS POLICY UPDATES CHART

### ANNUAL REVIEW

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

<b>POLICY NUMBER</b>	<b>RATIONALE</b>
1315.2 Audit Committee	Review
1437 Annual Meeting	Review
1520 Professional Development for Board Members	Review
3120 Evaluation of the District Superintendent and Other Administrative Staff	Review
4210 Investments	Reviewed by Jen Talbot - suggested changes made to be consistent with 4210R - Investment Guidelines.
4210R Investment Guidelines	Reviewed by Jen Talbot - suggested changes made to be consistent with 4210 - Investments.
4310 Purchasing	Reviewed by Wendy Vergamini - suggested language change for the word "item." Bidding requirements removed as this is outlined in 4310R.1 on page 1.
4310F Requisition Form	Reviewed by Wendy Vergamini - no suggested changes.
4310R Vendor Business Guidelines	Reviewed by Wendy Vergamini and Jen Talbot - no suggested changes. Updated definition of Vendor to coincide with current practice.
4310R.1 Procurement Guidelines	Reviewed by Wendy Vergamini - no suggested changes.
4310R.2 Criteria for Awarding Contracts to the Lowest Responsible Bidder	Reviewed by Wendy Vergamini - no suggested changes.

## VARIOUS POLICY UPDATES CHART

### ANNUAL REVIEW

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

<b>POLICY NUMBER</b>	<b>RATIONALE</b>
4310R.3 Administration Regulations for Purchasing Technology	Sent to Ray Miller for review. Reviewed by Wendy Vergamini - no suggested changes.
4320 BOCES Personal Property Accountability	Additional language added for clarity in first paragraph on Page 1.
4320F.1 Request Form for Gifts and/or Donations to Monroe 2-Orleans BOCES	Changes made for accuracy and clarity.
4540 Safety and Security	Reviewed by Doug Comanzo - no suggested changes.
4540R Safety of Students, Staff, Visitors, and Facilities	This Regulations was recently reviewed and updated in accordance with law (November 2025).
4540R.1 Security for Students, Staff, Visitors, and Facilities	Reviewed by Doug Comanzo - no suggested changes. One change for clarity on Page 1.
6110 Comprehensive Student Attendance Policy	Change made on page 4 for clarity.
6110R Comprehensive Student Attendance	Changes made on Page 5 to reflect current practice.
6210 Student Conduct	Review
6212 Student Discipline and Suspension	Changes made for clarity.

## VARIOUS POLICY UPDATES CHART

### ANNUAL REVIEW

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

<b>POLICY NUMBER</b>	<b>RATIONALE</b>
6212R Student Discipline and Suspension	Changes made to mirror language in the Code of Conduct.
6220 Alcohol, Drugs & Other Substances (Students)	Changes made to title for clarity.
6415 Student Cell Phone Use	Review
6462 Student Harassment and Bullying Prevention and Intervention (Dignity for All Students Act).	Changes made to reflect an electronic Parent Packet.
6462R Student Harassment and Bullying Prevention and Intervention (Dignity for all Students Act)	Changes made to first paragraph of page 1 for clarity.
Community DASA Complaint Form	Added "Protective Hairstyles" to basis for actual or perceived bullying list.
7111 Evacuation Lockdown and Emergency Dismissal Drills; Bomb Threats	Review
7320 School Calendar/School Day	Changes made for clarity and current practice.

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

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

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

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

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

The responsibilities of the Audit Committee include the following:

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

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

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

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

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

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

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

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

**Policy References:**

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

Adopted: 06/21/06  
Revised: 11/15/06  
Revised: 5/12/10  
Reviewed: 9/15/10  
Reviewed: 8/17/11  
Revised: 5/9/12  
Revised: 5/15/2013  
Reviewed: 8/21/2013  
Reviewed: 5/14/2014  
Revised: 5/13/2015  
Reviewed: 6/15/2016  
Reviewed: 8/17/2016  
Reviewed: 5/10/2017  
Reviewed: 5/09/2018  
Reviewed: 5/15/2019  
Reviewed: 5/13/2020  
Reviewed: 5/12/2021  
Reviewed: 5/11/2022  
Reviewed: 5/10/2023  
Reviewed: 5/15/2024  
Reviewed: 5/14/2025

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

**\*REQUIRED\***  
**Annual Review**

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

The meeting shall provide for:

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

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

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

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

Adopted: 07/13/99  
Revised: 9/15/10  
Revised: 6/15/11  
Revised: 5/9/12  
Revised: 5/15/13  
Revised: 8/21/13  
Reviewed: 5/14/14  
Reviewed: 5/13/2015  
Revised: 6/15//2016  
Reviewed: 8/17/2016  
Reviewed: 5/10/2017  
Reviewed: 5/09/2018  
Reviewed: 5/15/2019  
Reviewed: 5/13/2020  
Reviewed: 5/12/2021  
Reviewed: 5/11/2022  
Reviewed: 5/15/2024  
Reviewed: 5/14/2025

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

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

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

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

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

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

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

General Municipal Law Section 77-b and 77-c

Education Law Section 2118

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

**Monroe 2-Orleans BOCES Policy**

**Series 1000 – By-Laws**

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

Reviewed: 5/11/2022

Reviewed: 5/10/2023

Reviewed: 5/15/2024

Revised: 5/14/2025

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

**District Superintendent**

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

**Other Administrative Staff**

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

The purpose of this evaluation is to:

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

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

Adopted: 7/13/99  
Revised: 6/17/09  
Revised: 05/12/10  
Revised: 11/17/10  
Reviewed: 6/15/11  
Revised: 5/9/12  
Revised: 5/15/13  
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Reviewed: 5/13/2015  
Reviewed: 6/15/2016  
Reviewed: 9/21/2016  
Reviewed: 5/10/2017  
Reviewed: 5/09/2018  
Reviewed: 5/15/2019  
Reviewed: 5/13/2020  
Reviewed: 5/12/2021  
Reviewed: 5/11/2022  
Reviewed: 5/10/2023  
Reviewed: 5/15/2024  
Reviewed: 5/14/2025

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

**\*REQUIRED\***  
**Annual Review**

**Scope and Responsibility**

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

**Permitted Investments**

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

**Collateralizing of Investments**

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

**Standards for Written Agreements**

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

**Internal Controls**

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

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

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

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

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

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

**Diversification of Investments**

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

**Standards for Authorized Financial Institutions**

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

Adoption Date: 7/13/1999

Reviewed: 2/18/2009

Revised: 5/12/10

Revised: 6/15/11

Revised: 5/9/12

Revised: 5/15/13

Revised: 5/14/14

Reviewed: 8/20/14

Reviewed: 5/13/2015

Reviewed: 6/15/2016

Reviewed: 5/10/2017

Reviewed: 5/09/2018

Reviewed: 5/15/2019

Reviewed: 5/13/2020

Reviewed: 5/12/2021

Revised: 5/11/2022

Reviewed: 5/10/2023

Reviewed: 5/15/2024

Reviewed: 5/14/2025

**Monroe 2-Orleans BOCES Regulation  
Series 4000 – Non-Instructional/Business Operations  
Regulation #4210R – INVESTMENT GUIDELINES**

**Scope**

This investment regulation applies to all moneys and other financial resources available for investment on behalf of the BOCES or on behalf of any other entity or individual.

**Objectives**

The primary objectives of the local government's investment activities are, in priority order:

- 1) To conform with all applicable federal, state, and other legal requirements (legal).
- 2) To adequately safeguard principal (safety).
- 3) To provide sufficient liquidity to meet all operating requirements (liquidity).
- 4) To obtain a reasonable rate of return (yield).

**Delegation of Authority**

The Board's responsibility for administration of the investment program is delegated to the Assistant Superintendent for Finance and Operations who shall follow appropriate procedures for the operation of the investment program consistent with investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

**Prudence**

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in BOCES to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

**Diversification**

It is the policy of BOCES to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling. No more than \$150 million dollars shall be on deposit at any one financial institution at a given time.

**Internal Controls**

It is the policy of BOCES for all moneys collected by any officer or employee of the BOCES to transfer those funds to the Treasurer within five working days of deposit, or within the time period

**Monroe 2-Orleans BOCES Regulation**  
**Series 4000 – Non-Instructional/Business Operations**  
**Regulation #4210R – INVESTMENT GUIDELINES**

specified in law, whichever is shorter.

The Assistant Superintendent for Finance and Operations is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

**Designation of Depositories**

The banks and trust companies authorized for the deposit of moneys vary from year to year and are reestablished yearly at the Reorganization Meeting.

**Collateralizing of Deposits**

In accordance with the provisions of General Municipal Law, Section 10, all deposits of BOCES, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

- 1) By a pledge of "eligible securities" with an aggregate "market value", as provided by General Municipal Law, Section 10, equal to the aggregate amount of deposits from the categories designated in Appendix A of this regulation.
- 2) By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of BOCES for a term not to exceed 90 days with an aggregate value equal to 102% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.
- 3) By an eligible surety bond payable to BOCES for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.
- 4) By an "irrevocable letter of credit" issued in favor of BOCES by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100 percent of the aggregate amount of deposits and the agreed-upon interest, if any.

**Safekeeping and Collateralization**

Eligible securities used for collateralizing deposits shall be held by the depository and/or a third party bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure BOCES deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities

**Monroe 2-Orleans BOCES Regulation  
Series 4000 – Non-Instructional/Business Operations  
Regulation #4210R – INVESTMENT GUIDELINES**

may be sold, presented for payment, substituted or released, and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the Monroe 2-Orleans Board of Cooperative Educational Services, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Board of Cooperative Educational Services or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, BOCES, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide BOCES a perfected interest in the securities.

**Permitted Investments**

As authorized by General Municipal Law, Section 11, BOCES authorizes the Assistant Superintendent for Finance and Operations to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- 1) Special time deposit accounts;
- 2) Certificates of deposit;
- 3) Obligations of the United States of America;
- 4) Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;
- 5) Obligations of the State of New York;
- 6) Obligations issued pursuant to Local Finance Law Section 24.00 or 25.00 (with approval of the State Comptroller) by any municipality, BOCES or BOCES corporation other than the BOCES;
- 7) Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorized such investment;
- 8) Obligations of this BOCES, but only with any moneys in a reserve fund established pursuant to General Municipal Law, Sections 6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the BOCES within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of BOCES within two years of the date of purchase.

**Monroe 2-Orleans BOCES Regulation  
Series 4000 – Non-Instructional/Business Operations  
Regulation #4210R – INVESTMENT GUIDELINES**

**Authorized Financial Institutions and Dealers**

BOCES shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution or dealer. All financial institutions with which the BOCES conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of BOCES. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The Assistant Superintendent for Finance and Operations is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

**Purchase of Investments**

The ~~Assistant Superintendent for Finance and Operations~~ *District Treasurer* is authorized to contract for the purchase of investments:

- 1) Directly, including through a repurchase agreement, from an authorized trading partner.
- 2) By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5-G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No.88-46, and the specific program has been authorized by BOCES.
- 3) By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by BOCES.

All purchased obligations, unless registered or inscribed in the name of BOCES, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to BOCES by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, Section 10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, BOCES, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide BOCES a perfected interest in the securities.

**Repurchase Agreements**

Repurchase Agreements are authorized subject to the following restrictions:

- 1) All repurchase agreements must be entered into or subject to a Master Repurchase Agreement.

**Monroe 2-Orleans BOCES Regulation  
Series 4000 – Non-Instructional/Business Operations  
Regulation #4210R – INVESTMENT GUIDELINES**

- 2) Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.
- 3) Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.
- 4) No substitution of securities will be allowed.
- 5) The custodian shall be a party other than the trading partner.

**APPENDIX A**

Schedule of Eligible Securities

(i) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.

(ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.

(iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.

(iv) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, BOCES, or BOCES corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.

(v) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(vi) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(vii) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.

**Monroe 2-Orleans BOCES Regulation**  
**Series 4000 – Non-Instructional/Business Operations**  
**Regulation #4210R – INVESTMENT GUIDELINES**

(ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.

(x) Commercial paper and bankers' acceptances issued by a bank, other than the Bank, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.

(xi) Zero coupon obligations of the United States government marketed as "Treasury strips."

Adoption Date: 1/1/2001

Revised: 2/18/2009

Revised: 9/21/2011

Revised: 6/19/2012

Reviewed: 5/14/2014

Reviewed: 5/13/2015

Revised: 8/6/2015

Reviewed: 6/15/2016

Revised: 5/10/2017

Reviewed: 5/09/2018

Reviewed: 5/15/2019

Reviewed: 5/13/2020

Revised: 5/12/2021

Revised: 5/11/2022

Revised: 5/10/2023

Reviewed: 5/15/2024

Reviewed: 5/14/2025

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

**\*REQUIRED\***  
**Annual Review**

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

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

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

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

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

- a) To effectively supply all administrative units in the BOCES with needed materials, supplies, and contracted services;
- b) To obtain materials, supplies, and contracted services at the lowest prices possible consistent with the maximum quality and standards needed as determined by the Purchasing Agent in cooperation with the requisitioning authority. The educational welfare of the students is the foremost consideration in making any purchase;

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

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

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

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

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

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

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

- a) Emergencies where time is a crucial factor;
- b) Procurement for which there is no possibility of competition (sole source items);
- c) Procurement of professional services, which, because of the confidential nature of the services, do not lend themselves to procurement through solicitation; or
- d) Procurement of less than \$2,500 when solicitations of competition would not be cost-effective.

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

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

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

**Federally Funded Awards**

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

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

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

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

Adopted: 9/17/2002  
Revised: 5/12/2010  
Revised: 7/7/2010  
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Revised: 5/9/2012  
Revised: 5/15/2013  
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Reviewed: 5/13/2015  
Revised: 6/15/2016  
Reviewed: 5/10/2017  
Revised: 5/09/2018  
Revised: 6/20/2018

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

Reviewed: 5/15/2019

Reviewed: 5/13/2020

Revised: 5/12/2021

Revised: 5/11/2022

Reviewed: 5/10/2023

Revised: 5/15/2024

Reviewed: 5/14/2025

**Monroe 2-Orleans BOCES Regulation**  
**Series 4000 – Non-Instructional/Business Operations**  
**Regulation #4310R – VENDOR BUSINESS GUIDELINES**

- 1) Vendor, as defined for this regulation, includes any *type of* business, ~~organization, and/or individual *doing business with the providing goods to* BOCES *with or without a fee, including board resolutions, quotes and/or invoices for services; any of its organizations, or employees; and student organizations, approved to operate within the policies and regulations of the BOCES.*~~
- 2) The Board shall not enter into contracts with vendors and/or sales representatives in which an individual Board member, school official or employee is in a position to benefit personally from the exercise of their official authority with respect to that contract. Any violation of this regulation would bar the vendor from doing business with BOCES.
- 3) Any vendor or contractor may be included to do business upon request unless, in the judgment of BOCES, the vendor has failed to perform satisfactorily on previous contracts or business.
- 4) The Business Office shall develop, maintain, and upon request provide the name of potential vendors and bidders for various types of materials, equipment, and supplies to schools and organizations.
- 5) All staff and students will comply with BOCES procedures and applicable state law.
- 6) Any building, department, program, or organization shall obtain quotations if required by BOCES procedures.

Adoption Date: 1/1/2001

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Reviewed: 5/14/2014

Reviewed: 8/20/2014

Reviewed: 5/13/2015

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Reviewed: 5/15/2024

Reviewed: 5/14/2025

**Monroe 2-Orleans BOCES Regulation  
Series 4000 – Non-Instructional/Business Operations  
Regulation #4310R.1 – PROCUREMENT GUIDELINES**

This resolution sets forth the guidelines to meet the requirements of General Municipal Law, Section 104-b.

**Purpose**

Goods and services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public monies, in the best interest of the taxpayers to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the governing Board has adopted internal policies and procedures governing all procurements of goods and services which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, Section 103 or any other general, special or local law.

**Procedures for Determining Whether Procurements are Subject to Bidding**

The procedures for determining whether a procurement of goods and services is subject to competitive bidding and determining that competitive bidding is not required by law is as follows:

1) The Board is required by law to award all purchase contracts for supplies, materials and equipment involving expenditures in excess of \$20,000 and all contracts for public works in excess of \$35,000, to the lowest responsible bidder after advertising for public sealed bids. Exceptions to the requirement of competitive bidding include purchases:

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

2) When a contract involves acquisition of both goods and services, a judgment must be made as to the primary purpose of the contract. If the services are minor, incidental or customarily provided by the vendor in connection with the goods purchased, the contract should be viewed as a purchase contract. If the service component is extensive or predominant or involves special skills, the contract should be treated as one for public works.

**Monroe 2-Orleans BOCES Regulation**  
**Series 4000 – Non-Instructional/Business Operations**  
**Regulation #4310R.1 – PROCUREMENT GUIDELINES**

3) In determining the necessity for competitive bidding, the aggregate amount to be expended during the fiscal year on an item or those of a similar nature (a "reasonable commodity grouping") must be considered. For example, office supplies or art materials would constitute an appropriate grouping for bidding purposes.

4) Additionally, in determining whether the dollar requirements have been reached, allowances for any trade-in related to the purchase must be treated as an expenditure; the estimated gross cost of the item is controlling. Net cost is relevant only to the determination of the low bid.

**Procedures for Procurements:**

For orders not subject to competitive bidding requirements, written quotations must be secured according to the following:

**1. Purchase Contracts:**

- |                       |   |
|-----------------------|---|
| a. \$0 - \$2,500      | No competition is required. However, one (1) quote is required. |
| b. \$2,501 - \$4,999  | 2 written quotes required                                       |
| c. \$5,000 - \$19,999 | 3 written quotes required                                       |
| d. \$20,000 and over  | Bid/RFP (Request or Proposal)                                   |

**2. Public Work Contracts:**

- |                        |                                |
|------------------------|--------------------------------|
| a. under \$5,000       | 2 verbal quotes required       |
| b. \$5,000 - \$19,999  | 2 written quotes required      |
| c. \$20,000 - \$34,999 | 3 written quotes required      |
| d. \$35,000 and over   | Bid/RFP (Request for Proposal) |

Emergencies are to be approved by the District Superintendent, Assistant Superintendent for Finance & Operations or the Purchasing Agent.

Cooperative Bids, National Co-ops, New York State Office of General Services (OGS) make it possible for school districts to purchase supplies and equipment through them without competitive bidding. These contracts are not considered sole sources. These types of contracts have all participated in a public bidding process that BOCES can use without competitive bidding or using the quote process as referenced in 1(b)-(d) above.

**Sole Source Procurements:** Sole Source means only one vendor can supply the commodity or service. A letter from the vendor on their letterhead must be provided stating that the vendor is the sole source provider of the commodity or service being procured. In addition, the department is to provide the vendor's sole source letter attached in Wincap.

**Single Source Procurements:** Single Source means the one among others based on a specific rationale. The department is to attach justification regarding why the procurement is needed over another procurement, along with price justification.

**Monroe 2-Orleans BOCES Regulation  
Series 4000 – Non-Instructional/Business Operations  
Regulation #4310R.1 – PROCUREMENT GUIDELINES**

Exceptions to these quotation requirements are the same as those exceptions to bidding requirements.

**Annual Review**

Comments concerning the policies and procedures shall be solicited from employees of the BOCES involved in the procurement process from time to time.

The Board shall annually review these policies and procedures. The Assistant Superintendent for Finance and Operations shall be responsible for conducting a bi-annual review of the procurement policy and for an evaluation of the internal control structure established to ensure compliance with the procurement policy.

**Unintentional Failure to Comply**

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

Adoption Date: 1/1/2001

Revised: 2/18/2009

Revised: 9/21/2011

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Reviewed: 8/20/2014

Revised: 5/13/2015

Revised: 6/15/2016

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Revised: 6/23/2022

Revised: 5/10/2023

Reviewed: 5/15/2024

Reviewed: 5/14/2025

**Monroe 2-Orleans BOCES Regulation  
Series 4000 – Non-Instructional/Business Operations  
Regulation #4310R.2 – CRITERIA FOR AWARDING CONTRACTS TO THE LOWEST  
RESPONSIBLE BIDDER**

The award of public contracts is of vital interest to the taxpayers and citizens. Many state laws provide for award to the lowest responsible bidder in order to avoid favoritism. It would be unfair to bidders, who have expended time and money in the preparation of bids, to be denied equal consideration.

The basis of making awards to the lowest responsible bidder has been adopted with the view of enabling a public body to enter into contracts with the same efficiency and economy that a prudent business person does in the conduct of everyday business affairs. This beneficial result cannot always be obtained when the award goes to the lowest bidder. Definite specifications must be adopted to enable all bidders to make intelligent bids. This establishes a common standard by which to measure the respective bids to determine the lowest responsible bidder.

The New York Courts define the term lowest responsible bidder as one able to respond or answer in accordance with what is expected or demanded. More specifically, the lowest responsible bidder has been interpreted as requiring the successful bidder to possess:

- 1) Financial or procuring ability to complete the contract;
- 2) Integrity and trustworthiness;
- 3) Skill;
- 4) Judgment;
- 5) Ability to perform faithful and conscientious work;
- 6) Promptness;
- 7) Experience;
- 8) Previous performance of satisfactory work;
- 9) Other essential factors which may depend upon the type and kind of contract involved.

On opening and tabulating the bids, the public official must determine two things to make a valid award:

- 1) The responsibility of the bidder;
- 2) Which of the responsible bidders has submitted the lowest bid.

Awarding a contract required to be let to the lowest responsible bidder is mandatory. In limited circumstances, BOCES may accept the next lowest bidder.

Determination of the responsibility of a bidder by the official requires the exercise of judgment and discretion in favor of the institution for which they work. This discretion must be exercised honestly and fairly, not arbitrarily nor capriciously. The decision must be based on facts obtained after

**Monroe 2-Orleans BOCES Regulation  
Series 4000 – Non-Instructional/Business Operations  
Regulation #4310R.2 – CRITERIA FOR AWARDING CONTRACTS TO THE LOWEST  
RESPONSIBLE BIDDER**

investigation into the responsibility of the bidders which show that the lowest bidder to whom the award was not made was not a responsible bidder. Failure to make such an investigation vitiates the contract award and such award will not be upheld.

The lowest bidder who is not the lowest responsible bidder must prove that the investigation of the responsibility of bidders was not made or that such action was not the result of the exercise of honest and fair discretion in determining the responsibility of the bidders, but was arbitrary or capricious. The ultimate facts must be recorded.

It is the policy of the BOCES to provide equal opportunities for awarding contracts regardless of race, color, creed, national origin, sex, religion, disability, military or veteran status, sexual orientation, gender identity, gender expression, victim of domestic violence, genetic status, age, marital status, or criminal record.

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Reviewed: 5/13/2015

Revised: 6/15/2016

Revised: 5/10/2017

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**Monroe 2-Orleans BOCES Regulation**  
**Series 4000 – Non-Instructional/Business Operations**  
**Regulation #4310R.3 – ADMINISTRATION REGULATIONS FOR PURCHASING**  
**TECHNOLOGY**

For purposes of this regulation, the term technology refers to tools that are connected to or part of a computer system or network. Examples of such forms of technology include but are not limited to the following:

- Computers (desktops, laptops, and mobile devices)
- Software (applications, systems and databases)
- Printers
- Scanners
- Projectors
- SmartBoards
- Storage devices (external hard drives, flash drives, etc.)
- Telephones
- Fax machines
- Copiers
- Cell phones and smart devices
- Audio devices (MP3, iPods)
- Digital video recorders and video surveillance systems
- Access card systems

A primary challenge in the selection and purchase of such forms of technology is ensuring the compatibility and interconnectivity of these tools with other technologies within the BOCES environment and network. Uniformity is important to ensure an efficient operating environment and to minimize support costs.

**Purchasing Technology**

When purchasing technology including equipment and software, it is necessary to purchase items from a standardized list or to go through a review process concerning a proposed purchase. The review would be completed by the Communication and Technology Services (CaTS) Department.

Prior to making a purchase the initiating department should work with CaTS to identify the specific goal they hope to accomplish so that the appropriate technology can be recommended to meet the need. This process ensures different options are considered which should result in a better solution.

The specific procedures to be followed when purchasing technology are as follows:

<b>Procedure</b>	<b>Activity</b>	<b>Roles and Responsibilities</b>
1. IDENTIFY GOAL	Determine the need for which technology may be a solution	Department/Program
2. RESEARCH	Identify and research potential solutions to meet the need	CaTS Staff Department/Program as necessary
3. REVIEW	Review findings and options with initiating department	Department/Program and CaTS Staff

**Monroe 2-Orleans BOCES Regulation**  
**Series 4000 – Non-Instructional/Business Operations**  
**Regulation #4310R.3 – ADMINISTRATION REGULATIONS FOR PURCHASING**  
**TECHNOLOGY**

4. SELECT	Choose best option to meet the need, taking into consideration cost and compatibility.	Department/Program
5. PREPARE	Purchase order description and/or bid specifications.	CaTS Staff/ Purchasing Agent
6. PURCHASE/ INSTALL/TEST	All technology purchases will be delivered to the CaTS building where they will be prepared and tested prior to installation at the appropriate BOCES sites.	CaTS Staff

**Purchase of Contracted Technology Services**

It is sometimes necessary to engage independent contractors for purposes of providing specific services related to technology. Examples include:

- Installation and maintenance of technology equipment
- Purchase, maintenance and support of proprietary software applications
- Custom applications development, maintenance and support

In these situations, it is important for departments and programs to follow the Procurement Guidelines, along with the procedures outlined above. Departments should engage CaTS early in the process to determine the goal and scope of work, ensure compatibility with existing systems and network infrastructure, and define roles for ongoing support by CaTS staff and the independent contractor.

Custom applications development and database programming require a well-defined contract that specifies the work to be done, the timeline for completion, acceptance criteria, contractor and BOCES responsibilities, process for making enhancements, ongoing support and associated costs, documentation and training prior to entering into a contract.

The Purchasing Agent must also be included in this process to review the dollar threshold to determine the correct procurement process, the scope of work and if any, the contractual terms prior to a department executing a contract, if necessary.

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**Monroe 2-Orleans BOCES Regulation**  
**Series 4000 – Non-Instructional/Business Operations**  
**Regulation #4310R.3 – ADMINISTRATION REGULATIONS FOR PURCHASING**  
**TECHNOLOGY**

Reviewed: 5/15/2024

Reviewed: 5/14/2025

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

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

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

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

#### **Acquisition of Personal Property by Purchase**

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

#### **Acquisition of Personal Property by Gift**

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

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

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

**b) Accounting for Gifts**

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

**Perpetual Inventory**

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

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

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

**Disposition of Personal Property**

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

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

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

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

General Municipal Law Sections 51 and 800 et seq.

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

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

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

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

**Review and Amendment of the Policy**

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

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

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

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Reviewed: 5/12/2021  
Revised: 5/11/2022  
Reviewed: 5/10/2023  
Revised: 5/15/2024  
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**Monroe 2-Orleans BOCES Policy**  
**Series 4000 – Non-Instructional/Business Operations**  
**Policy #4540 – SAFETY AND SECURITY**

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

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

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

Labor Law Section 27-a

Adopted: 7/13/1999  
Reviewed: 3/18/2009  
Revised: 5/12/2010  
Reviewed: 6/15/2011  
Reviewed: 9/21/2011  
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Reviewed: 5/13/2015  
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Reviewed: 5/15/2019  
Reviewed: 5/13/2020  
Reviewed: 5/12/2021  
Reviewed: 5/11/2022  
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**Monroe 2-Orleans BOCES Regulation**  
**Series 4000 – Non-Instructional/Business Operations**  
**Regulation #4540R – SAFETY OF STUDENTS, STAFF, VISITORS, AND FACILITIES**

**I. Agency Inspections**

BOCES is subject to oversight, inspection, audit and review by a number of state and federal agencies. If an inspector or a representative from any administrative agency, including those listed below, shows up at any BOCES facility, contact your supervisor and/or Assistant Superintendent and/or the Director of Operations and Maintenance. The Director's job is to greet and ascertain the nature of the visit.

- 1) New York State Department of Environmental Conservation (DEC).
- 2) New York State Department of Labor (DOL).
- 3) New York State Department of Health (DOH).
- 4) New York State Emergency Management Office (SEMO).
- 5) New York State Education Department (SED).
- 6) Federal Occupational Safety and Health Administration (OSHA).
- 7) Federal Environmental Protection Agency (EPA).
- 8) New York State Public Employee Safety and Health Bureau (PESH).

OSHA/PESH inspectors have full legal authority to inspect BOCES facilities at any time. An opening conference will be scheduled prior to any full building inspections by PESH and should be attended by the appropriate designee(s), Union Representatives, and Safety Committee Representatives.

BOCES uses an outside Safety Specialist to be available to assist in annual reviews of all mandated safety and environmental plans and activities as requested, to assist in compliance with all PESH/EPA/DEC/SED/DOH regulations.

**II. OSHA Compliance**

Public agencies in New York State are subject to PESH which is a mirror image of most OSHA requirements. However, New York State requires the following OSHA compliance:

**A. Right to Know Law for Hazards**

To comply with the New York State Right to Know Hazard Communications Law, BOCES will:

- 1) Inventory all hazardous materials in the workplace.
- 2) Collect and maintain Safety Data Sheets ("SDS's") and keep paper copies of all the SDS hazardous materials in its inventory.

**Monroe 2-Orleans BOCES Regulation**  
**Series 4000 – Non-Instructional/Business Operations**  
**Regulation #4540R – SAFETY OF STUDENTS, STAFF, VISITORS, AND FACILITIES**

- 3) Train all employees initially when hired and then annually on Right-to-Know/Hazard Communications.
- 4) Maintain staff attendance records, with social security number on file.
- 5) Post Right-to-Know Hazard Communications signs.
- 6) Inform staff who the contact person is for questions and information.
- 7) Develop a written Hazard Communication Plan containing procedures and the title of the person responsible for implementing and overseeing the procedures.
- 8) Maintain a record of any staff member exposed to Part Z chemicals [29 CFR 191].
- 9) For Hazardous waste materials, submit a SARA Title III request to Monroe County Energy Planning Coordinator and the Spencerport Fire Department; utilize DEC licensed waste haulers to remove medical waste and keep manifests on file and send them to New York State.

**B. Laboratory Requirements**

To comply with OSHA standards for laboratories, BOCES will:

- 1) Develop and annually update a Chemical Hygiene Plan.
- 2) Train science teachers in the chemical hygiene plan and keep the attendance records on file.
- 3) Maintain an up-to-date inventory of chemicals in science laboratories [29 CFR 1910.1450].

**C. Occupational Exposure to Blood Borne Pathogens**

To comply with OSHA's requirements for exposure to blood borne pathogens, BOCES will:

- 1) Create and annually review an exposure control plan.
- 2) Identify staff members at substantial risk for exposure to blood or bodily fluids, or bodily fluids that contain blood.
- 3) Train staff members who are identified as having substantial risk of occupational exposure to blood, bodily fluids or bodily fluids with blood and keep the attendance records.
- 4) Maintain sharps containers and Biohazard Red Bags in Health Office/Nurse's Office.
- 5) Offer to staff members who are at substantial risk of exposure of blood, bodily fluids and/or bodily fluids with blood a Hepatitis B Vaccine, and keep a copy of acceptance or declination records.

**Monroe 2-Orleans BOCES Regulation**  
**Series 4000 – Non-Instructional/Business Operations**  
**Regulation #4540R – SAFETY OF STUDENTS, STAFF, VISITORS, AND FACILITIES**

**D. Lock Out Tag Out For Hazardous Energy Sources**

To comply with OSHA's standard for lock out and tag out standards to control hazardous energy sources, BOCES will:

- 1) Create written Energy Control Lock Out/Tag Out Program/Procedures.
- 2) Train employees who work with or around hazardous energy sources equipment and keep attendance records.
- 3) Purchase locks and tags.

**III. Asbestos**

BOCES will comply with the Federal Asbestos Hazard Emergency Response Act (AHERA) requirements by the following (Code Rule 56):

- 1) Inspect and create a Management Plan for each owned building and document and update at six month intervals.
- 2) Provide annual notification of availability of plan to staff and parents.
- 3) Conduct a surveillance of confirmed and assumed Asbestos Containing Building Material (ACBM) at six month intervals.
- 4) Conduct 2 Hour Asbestos Awareness Training for custodial and maintenance staff upon hire. Keep attendance records on file; train asbestos inspector designated by BOCES.
- 5) Conduct Annual Asbestos Refresher Training for custodial and maintenance staff.
- 6) Arrange for a third party certified management planner to conduct Triennial Asbestos Inspections and send reports to NYSED. Inspections to be conducted by a third-party certified Management Planner.
- 7) Keep documents of removal projects and waste manifests.

**IV. New York State Requirements**

New York State has a number of occupational safety requirements as follows:

A. Emergency Planning –BOCES will comply with the New York State Commissioner of Education's requirements for emergency planning as follows:

- 1) Develop Emergency Disaster Plan, review this plan annually and communicate the availability of the plan to staff, students and parents annually.

**Monroe 2-Orleans BOCES Regulation**  
**Series 4000 – Non-Instructional/Business Operations**  
**Regulation #4540R – SAFETY OF STUDENTS, STAFF, VISITORS, AND FACILITIES**

- 2) Conduct annual tabletop drills in accordance with NYSED guidelines.

8 NYCRR 155.13

**B. Clean Indoor Air Act**

BOCES will comply with the New York State Clean Indoor Air Act as follows:

- 1) Adopt a board policy prohibiting tobacco and smoking.
- 2) Post no smoking signs in accordance with New York State laws and guidelines.

**C. Radiation Testing**

BOCES will comply with EPA recommendations and NYSED guidelines as follows:

- 1) Create and annually review a Radiation Safety Plan;
- 2) Hire an independent certified radiation equipment safety officer inspector to inspect equipment every two years.
- 3) Report annually to BOCES Health and Safety Committee.
- 4) Maintain an accident, injury and illness log for each building with radiation, post that in each building during the month of February and maintain log for five years. [12 NYCRR Part 801].

**D. Ground Fault Circuit Tests**

BOCES will follow all related applicable New York State laws related to testing.

**E. Fire Inspections**

BOCES will comply with New York State law and NYSED regulations related to fire inspections as follows:

- 1) Perform annual school fire safety inspections using a certified Code Enforcement Official.
- 2) Complete a report and submit to NYSED as required.
- 3) Notify local fire departments of the inspection.
- 4) Notify the BOCES Board of all non-conformities and maintain a copy of the notification.

**F. Carbon Monoxide Detection**

BOCES will comply with New York State law on carbon monoxide as follows:

- 1) All BOCES owned and leased facilities will have carbon monoxide alarms or detection systems.

**G. Lead Testing**

BOCES will comply with New York State law on carbon monoxide as follows:

- 1) On a triennial basis test potable water for lead contamination from all outlets as required by New York State law and regulation. If an outlet exceeds the action level for lead content, BOCES will prohibit use of the outlet, and it will remediate the lead level of the outlet before allowing its use.
- 2) Provide required notifications and issue all mandated reports to the public, local health department, and NYSED.

**Monroe 2-Orleans BOCES Regulation**  
**Series 4000 – Non-Instructional/Business Operations**  
**Regulation #4540R – SAFETY OF STUDENTS, STAFF, VISITORS, AND FACILITIES**

- 3) Retain all records of test results, lead remediation plans, lead-free building determinations, and waiver requests for ten (10) years.
- 4) Seek a waiver from testing requirements from the local health department by demonstrating prior substantial compliance with testing requirements.

H. On-site Cardiac Automated External Defibrillators (AEDs)

BOCES will provide AEDs as follows:

- 1) Provide and maintain onsite in each instructional school facility functional cardiac automated external defibrillator equipment for use during emergencies.
- 2) Ensure at least one staff person trained in the operation and use of the AED will be present at any BOCES approved curricular or extracurricular event or activity.
- 3) Register as a “public access defibrillator provider” pursuant to Public Health Law.

I. Safety Committees

At the request of the insurance companies, BOCES will conduct safety committee meetings and keep the minutes on file.

J. Structural Inspections

For structural safety and in accordance with NYSED, BOCES will:

- 1) Perform annual school structural safety inspections.
- 2) Utilize a certified Code Enforcement Official to perform the inspection.
- 3) Hire an architect to conduct building condition surveys every five (5) years.

V. Comprehensive Public School Safety Program

In accordance with NYSEDs comprehensive public school safety program, BOCES will:

A. Building Condition Surveys

Building condition surveys will be conducted on a schedule as assigned by the Commissioner of Education every five years after 2024. Building condition surveys will be conducted on all occupied school buildings in accordance with law and regulation, including being conducted by a licensed architect or a licensed professional engineer who will assess the condition of all major building systems of a school building.

B. Visual Inspections

Visual inspections will be conducted when deemed necessary by the Commissioner of Education to maintain the safety of public school buildings and the welfare of their occupants. When visual inspections occur, they will be conducted in accordance with law and regulation.

**Monroe 2-Orleans BOCES Regulation**  
**Series 4000 – Non-Instructional/Business Operations**  
**Regulation #4540R – SAFETY OF STUDENTS, STAFF, VISITORS, AND FACILITIES**

C. Five-Year Capital Facilities Plan

BOCES will develop a five-year capital facilities plan and update the plan annually. In developing and amending the plan, BOCES will use the safety rating of each occupied school building. The plan must be consistent with all BOCES planning requirements and identify critical maintenance needs. The plan will be prepared in a manner and format prescribed by the Commissioner and submitted to the Commissioner of Education upon request. The plan will include, but not be limited to:

- 1) A breakdown for each of the five years of the plan of the estimated expenses for the following:
  - i. Current or proposed new construction ranked in priority order;
  - ii. Current or proposed additions to school facilities ranked in priority order;
  - iii. Current or proposed alterations or reconstruction of school facilities ranked in priority order;
  - iv. Major repairs ranked in priority order;
  - v. Major system replacement and repairs, and maintenance ranked in priority order; and
  - vi. Energy consumption.
- 2) A BOCES-wide building inventory that includes, but is not limited to:
  - i. The number and type of facilities owned, operated, or leased by the District;
  - ii. The age, enrollment, rated capacity, use, size, and the safety rating of the buildings as determined pursuant to Commissioner's regulations;
  - iii. The energy sources for the buildings;
  - iv. Probable useful life of each building and its major subsystems;
  - v. Need for major system replacement and repairs, and maintenance;
  - vi. Summary of the triennial asbestos reports required pursuant to Asbestos Hazard Emergency Response Act (AHERA) regulations; and
  - vii. Any other information which may be deemed necessary by the Commissioner to evaluate safety and health conditions in school facilities.

D. Monitoring System

BOCES will establish a process to monitor the condition of all occupied school buildings in order to ensure that they are safe and maintained in a state of good repair. The process will include, but not be limited to:

- 1) The establishment of a health and safety committee comprised of representation from BOCES officials, staff, bargaining units, and parents/legal guardians.
- 2) The establishment of a comprehensive maintenance plan for all major building systems to ensure the building is maintained in a state of good repair. This plan will include provisions for a least toxic approach to integrated pest management and establish maintenance procedures and guidelines which will contribute to acceptable indoor air quality. The comprehensive maintenance plan will be available for public inspection.
- 3) The annual review and approval by the Board of the annual building inspection reports and the five-year building condition surveys.

**Monroe 2-Orleans BOCES Regulation**  
**Series 4000 – Non-Instructional/Business Operations**  
**Regulation #4540R – SAFETY OF STUDENTS, STAFF, VISITORS, AND FACILITIES**

- 4) Procedures for assuring that an annual fire safety inspection of each building is conducted in accordance with all applicable laws, regulations, and/or codes.
- 5) Procedures for assuring that a current and valid certificate of occupancy is maintained for each building and posted in a conspicuous place.
- 6) Procedures for the investigation and disposition of complaints related to health and safety. These procedures will involve the health and safety committee and, at a minimum, will conform to the following requirements:
  - i. Provide for a written response to all written complaints. The written response will describe:
    - The investigations, inspections, or tests made to verify the substance of the complaint, or a statement explaining why further investigations, inspections, or tests are not necessary;
    - The results of any investigations, inspections, or tests which address the complaint;
    - The actions, if any, taken to solve the problem; and
    - The action, if any, taken if the complaint involved a violation of law or of a contract provision; and
    - A copy of the response will be forwarded to the health and safety committee.
- 7) Copies of all correspondence will be kept in a permanent project file.
- 8) These records will be made available to the public upon request.
- 9) The Board will take actions to immediately remedy serious conditions affecting health and safety in school buildings, and will report the actions to the Commissioner.

All construction and maintenance activities will comply with the Uniform Safety Standards for School Construction and Maintenance Projects.

Adopted: 1/1/2001  
Revised: 1/11/2012  
Revised: 3/20/2013  
Revised: 5/14/2014  
Reviewed: 8/20/2014  
Revised: 5/13/2015  
Revised: 6/15/2016  
Reviewed: 5/10/2017  
Reviewed: 5/09/2018  
Revised: 5/15/2019  
Reviewed: 5/13/2020  
Reviewed: 5/12/2021  
Reviewed: 5/11/2022  
Revised: 5/10/2023  
Revised: 5/15/2024  
Revised: 5/14/2025  
Revised: 11/19/2025

**Monroe 2-Orleans BOCES Regulation**  
**Series 4000 – Non-Instructional/Business Operations**  
**Regulation #4540R.1 – SECURITY FOR STUDENTS, STAFF, VISITORS, AND FACILITIES**

In order to provide uniform procedures for administering and maintaining a security system on a BOCES-wide basis, and in order to help avoid incidents of breaking and entering, theft and vandalism, attacks, invasions, etc., the following regulations shall govern all buildings and facilities.

Overview:

Although the building administrator is held responsible for the operation of their facility, after school hours the Safety and Security Personnel shall have primary responsibility for BOCES security and building security during the absence of the building administrator.

Staff members are to direct all visitors to the main office or reception where visitors are to identify themselves and the purpose of their visit.

BOCES is utilizing the RAPTOR Visitor Management System at some of the Educational Sites. Visitors will be required to show a government picture *ID* upon entering the site. BOCES Staff will scan the ID into the RAPTOR System which then compares the ID to all 50 states Sex Offender Registries. If the person is not on any of the registries, a temporary ID badge will be printed and given to the visitor. If a visitor is on a registry, a school administrator will be notified to determine the visitor's status at the site. Upon leaving a site, the visitor will return the badge and be logged out of the RAPTOR System.

Sites where RAPTOR is not being utilized: Visitors will be required to show a government picture ID and/or sign the visitor book upon being permitted entrance. Each visitor will be issued a temporary visitor pass.

Visitors are required to wear a Visitor Pass at all times while at BOCES facilities.

Visitors are to notify the main office of their departure, returning the temporary pass to a staff member and signing out before leaving.

For conferences or large meetings, once visitors identify themselves, they may be directed to the applicable conference room to obtain a Visitor's Pass and to sign in/sign out.

If a staff member notices that a visitor does not have identification or a visitor's pass, they should verbally direct or assist that person to the main office or reception to sign in. If visitor refuses, staff member should immediately report the occurrence to their Supervisor and/or the main office or reception.

Staff members are to report any malfunctioning outside doors to the building or program administrator immediately and/or Operations and Maintenance department directly.

Teachers are to lock their classroom doors and close any overhead doors if applicable, whenever they take students out of the building, except for an emergency evacuation, i.e. fire alarm.

**Monroe 2-Orleans BOCES Regulation**  
**Series 4000 – Non-Instructional/Business Operations**  
**Regulation #4540R.1 – SECURITY FOR STUDENTS, STAFF, VISITORS, AND FACILITIES**

**KEY Guidelines:**

- 1) No change shall be made on or to any locks/locking devices in any building without the expressed authorization of the Director of Operations and Maintenance or designee.
- 2) No faculty/staff member shall possess at any time an exterior entrance master key with the exception of (1) the BOCES administrator(s), (2) the building custodian(s), and (3) such other persons who possess express written authority from the District Superintendent or designee.
- 3) Faculty/staff members shall possess an access key to facilities as authorized.
- 4) No student or non-BOCES employed person shall possess or be given a key for temporary use unless permission is granted by the District Superintendent or designee.
- 5) When keys are returned, an annual audit will be performed by the designated administrator for both the key system as well as the keys assigned to each staff member. This annual audit must be completed and confirmed before staff leaves at end of the school year.

Other building keys will be audited on an annual basis by each individual department; discrepancies are to be reported immediately to the O&M department.

- 6) All unoccupied areas, including classrooms, laboratories, custodial closets, storage rooms etc. shall be locked at all times.
- 7) By order of NYS Fire Code, all doors at CTE leading to main halls, along with designated rated fire walls must be kept closed at all times.
- 8) No faculty/staff or student shall open, prop, wedge or otherwise unsecure in any way an exterior door or window to any BOCES occupied building.

Signs will be posted throughout the school building directing visitors to report to the main office/reception area.

**ID Badge Access Guidelines:**

1. All doors to all buildings will be locked.
2. Staff members will be issued ID badges for purposes of identification and building access.
3. All staff members are to wear BOCES identification (ID badge) at all times while at BOCES facilities.
4. Staff members will be able to access certain designated buildings and at certain designated times with their ID badge.
5. Staff who attempt to access buildings at times other than the designated times and buildings may need to explain the attempted access.

**Monroe 2-Orleans BOCES Regulation**

**Series 4000 – Non-Instructional/Business Operations**

**Regulation #4540R.1 – SECURITY FOR STUDENTS, STAFF, VISITORS, AND FACILITIES**

6. No faculty/staff member shall possess at any time an access badge to facilities which are not within the scope of their duties/responsibilities.
7. Staff members must report a lost or stolen ID badge immediately by calling Security at 352-2788.
8. No staff or access card holder should permit anyone into any building with their badge other than the main entrance where visitor passes and sign in/out sheets are regularly maintained.
9. Staff members may not give, loan, distribute, or sell their ID badge to any other person.
10. Guests, visitors and all other persons without an ID badge will use a buzz-in system to enter designated buildings. Cameras will be used as a method by the building receptionist for monitoring the access door and allowing entry.
11. Security cameras will be placed in hallways and outside entrances as a surveillance measure.

Adopted: 1/1/2001

Revised: 11/18/2011

Revised: 5/14/2014

Reviewed: 8/20/2014

Revised: 5/13/2015

Revised: 6/15/2016

Revised: 5/10/2017

Revised: 5/09/2018

Revised: 5/15/2019

Revised: 5/13/2020

Revised: 5/12/2021

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Reviewed: 5/10/2023

Reviewed: 5/15/2024

Revised: 5/14/2025

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

**\*REQUIRED\***  
**Annual Review**

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

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

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

The BOCES will:

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

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

- a) Excused: An absence, tardiness or early departure may be excused if due to personal illness, illness or death in the family, impassable roads due to inclement weather as determined by the home district,

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

religious observance, quarantine (unless the district is providing remote learning), required court appearances, attendance at health clinics, approved college visits, military obligations, educational trips, doctor appointments, home instruction due to extended illness, or other such reasons, as may be approved by the District Superintendent, or their designee.

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

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

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

All student absences to be considered excused must be communicated through either a signed written note from the parent/legal guardian or a phone call indicating the date, time, and reason for the student's absence or through an email. For a student enrolled in a CTE program, the student absence may be communicated to CTE through an email from the parent/legal guardian to CTE attendance at [cteattendance@monroe2boces.org](mailto:cteattendance@monroe2boces.org) indicating the date, time, and reason for the student's absence.

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

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

**Student Attendance Recordkeeping/Data Collection**

The cumulative record of each student's presence, absence, tardiness and early departure shall be kept in a register of attendance. An absence, tardiness or early departure will be entered as "excused" or "unexcused" along with the code for the reason, on the record of attendance, as outlined in the administrative regulations. The record shall include the date a student withdraws or is dropped from enrollment, in accordance with Education Law §3202 (1-a). Attendance information at the conclusion of the class period or school day shall be compiled and provided to the designated attendance officer, who will enter the data in the register of attendance and verify by oath. Records of attendance shall be kept of each scheduled day of instruction during which school is closed for all or part of a day for extra

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

ordinary circumstances such as for adverse weather, impairment of heat, water problems, shortage of fuel, other school building damage, or other reasons, as approved by the Commissioner of Education.

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

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

**Student Attendance/Course Credit**

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

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

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

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

**Attendance Incentives**

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

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

**Disciplinary Consequences**

Unexcused absences, tardiness and early departures may result in disciplinary sanctions as described in the BOCES or District's Code of Conduct. Parents/legal guardians will be notified of the **current behavior** student exhibited when sanctions are enforced.

**Intervention Strategy Process**

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

**Appeal Process**

A parent/legal guardian may request a building level review of their student's attendance record.

**Building Review of Attendance Records**

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

**Community Awareness**

The Board directs the District Superintendent to ensure students, staff, parents/legal guardians and the community are aware of this policy and the administrative regulations. **(NOTE: This is available on our Website at the Community Tab with the Parent Packet).**

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

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

**Policy Cross References:**

» **6110R - Comprehensive Student Attendance**

Adopted: 6/18/2002  
Revised: 10/21/2009  
Revised: 5/12/2010  
Revised: 6/15/2011  
Revised: 5/9/2012  
Revised: 8/15/2012  
Revised: 5/15/2013  
Revised: 9/18/2013  
Reviewed: 5/14/14  
Reviewed: 5/13/2015

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

Reviewed: 8/19/2015

Revised: 6/15/2016

Reviewed: 5/10/2017

Revised: 5/09/2018

Revised: 5/15/2019

Revised: 10/16/2019

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Revised: 5/11/2022

Revised: 5/10/2023

Revised: 5/15/2024

Revised: 5/14/2025

**Monroe 2-Orleans BOCES Regulation**  
**Series 6000 – Students**  
**Regulation #6110R – COMPREHENSIVE STUDENT ATTENDANCE**

**Statement of Overall Objectives**

Consistent school attendance, academic success and school completion have a positive correlation. BOCES will develop, review and, if necessary, revise the Student Attendance Policy to meet the following objectives:

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

**Description of Strategies to Meet Objectives**

The BOCES will use the following strategies, to meet the above objectives:

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

**Determination of Excused and Unexcused Absences, Tardiness and Early Departures**

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

*Excused:* An absence, tardiness or early departure may be excused if due to personal illness, illness or death in the family, impassable roads due to inclement weather, as determined by the home district, religious observance, quarantine (unless the district is providing remote learning), required court appearances, attendance at health clinics, approved college visits, military obligations, educational trips, doctor appointments, home instruction due to extended illness, or other such reasons, as may be approved by the District Superintendent, or their designee.

**Monroe 2-Orleans BOCES Regulation**  
**Series 6000 – Students**  
**Regulation #6110R – COMPREHENSIVE STUDENT ATTENDANCE**

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

*Tardiness:* All students must be in class on time. Arriving after a scheduled class or remote learning class beginning time requires a reason, which tardiness will then be determined to be excused or unexcused.

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

All student absences to be considered excused must be communicated through either a signed written note from the parent/legal guardian or a phone call indicating the date, time, and reason for the student's absence or through an email. For a student enrolled in a CTE program, the student absence may be communicated to CTE through an email from the parent/legal guardian to CTE attendance at [cteattendance@monroe2boces.org](mailto:cteattendance@monroe2boces.org) indicating the date, time, and reason for the student's absence.

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

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

**Student Attendance Recordkeeping/Data Collection**

The cumulative record of each student's presence, absence, tardiness and early departure shall be kept in a register of attendance. A register of attendance is a written or electronic record for the purpose of recording a pupil's attendance, absence, tardiness, or early departure. This record shall contain:

- Name
- Date of birth
- Full name of parents/legal guardian
- Parent/legal guardian address and telephone number
- Date of enrollment
- Record of attendance on each day
- Date pupil withdrew or is dropped

**Monroe 2-Orleans BOCES Regulation****Series 6000 – Students****Regulation #6110R – COMPREHENSIVE STUDENT ATTENDANCE**

An absence, tardiness or early departure will be entered as "excused" or "unexcused," along with the code for the reason, on the record of attendance. The record shall include the date the student withdraws, or is dropped from enrollment, in accordance with Education Law §3202 (1-a).

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

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

- For students in non-departmentalized kindergarten through grade eight (i.e., self-contained classrooms and supervised group movement to other scheduled school activities such as physical education in the gym, assembly, etc.), such student's presence or absence shall be recorded after the taking of attendance once per school day, provided that students are not dismissed from school grounds during a lunch period. Where students are dismissed for lunch, their presence or absence shall also be recorded after the taking of attendance a second time upon the student's return from lunch.
- For students in grades nine through twelve or in departmentalized schools at any grade level (i.e., students pass individually to different classes throughout the day), each student's presence or absence shall be recorded after the taking of attendance in each period, or approved work cooperative program, of scheduled instruction except that where students do not change classrooms for each period of scheduled instruction.
- For remote instruction, attendance will be taken by visually seeing the student remotely through video, unless an extenuating circumstance exists which prevents the visual connection.
- Any absence for a school day or portion thereof shall be recorded as excused or unexcused in accordance with the standards articulated in this regulation.
- In the event that a student at any instructional level from kindergarten through grade twelve arrives late for or departs early from scheduled instruction, such tardiness or early departure shall be recorded as excused or unexcused in accordance with the standards articulated in this regulation.
- The teacher shall take attendance at the beginning of the field trip and notify the principal or supervisor of a student absence.

**Student Attendance/Course Credit**

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

**Monroe 2-Orleans BOCES Regulation****Series 6000 – Students****Regulation #6110R – COMPREHENSIVE STUDENT ATTENDANCE**

Consequently, for each marking period a certain percentage of a student's final grade may be based on classroom participation as well as the student's performance on homework, tests, papers, projects, etc. as determined by the building administrator and/or classroom teacher.

Students are expected to attend all scheduled classes on a daily basis. Consistent with the importance of classroom participation, unexcused student absences, tardiness, and early departures will affect a student's grade, including credit for classroom, and/or applicable work site participation, for the marking period.

Students with properly excused absences, tardiness and early departures for which the student has performed any assigned make-up work, assignments and/or tests shall not be counted as an absence for the purpose of determining the student's eligibility for a passing grade. BOCES instructional staff and administration will monitor student attendance issues in collaboration with the home school. Decisions with regard to awarding/denying credit will be determined by the home school.

Transfer students and students re-enrolling after having dropped out will be expected to attend a prorated minimum number of the scheduled class meetings during their time of enrollment.

Students will be considered in attendance if the student is:

- Physically present in the classroom or working under the direction of the classroom teacher during the class scheduled meeting time; or
- Working pursuant to an approved independent study program; or
- Receiving approved alternative instruction, or physically present at an approved work site, working under the direction of the supervisor.
- Students who are absent from class due to their participation in a school sponsored activity are to arrange with their teachers to make up any work missed in a timely manner as determined by the student's teacher. Attendance at school sponsored events where instruction is substantially equivalent to the instruction which was missed shall be counted as the equivalent of regular attendance in class.

Upon returning to school following a properly excused absence, tardiness or early departure, it shall be the responsibility of the student to immediately consult with their teacher(s) regarding arrangements to make up missed work, assignments and/or tests in accordance with the time schedule specified by the teacher. Teachers will set the standards for make-up work. After school make-up sessions take precedence of the extracurricular activities. Teachers will establish deadlines for makeup work.

**Notice of Minimum Attendance Standard/Intervention Strategies Prior to the Denial of Course Credit**

In order to ensure that parents/legal guardians and students are informed of the BOCES policy and regulation regarding minimum attendance and assigning grades, home district assigning course credit, and the implementation of specific intervention strategies to be employed prior to the denial of assigning a grade to the student for insufficient attendance, the following guidelines shall be followed:

## Monroe 2-Orleans BOCES Regulation

### Series 6000 – Students

#### Regulation #6110R – COMPREHENSIVE STUDENT ATTENDANCE

- Copies of the BOCES Comprehensive Student Attendance Policy and Regulation will be ~~mailed~~ *available* to parents/legal guardians *on the BOCES 2 website* and provided to students at the beginning of each school year or at the time of enrollment. (NOTE: Not if we go electronic with Parent Packet).
- Periodic reminders of the components of the BOCES Comprehensive Student Attendance Policy and Regulation will be sent to parents/legal guardians.
- Periodic reminders will be sent to parents/legal guardians notifying them that applicable BOCES 2 Policies and Regulations can be found on the BOCES 2 website at <http://www.monroe2boces.org>
- Summary copies of the Attendance Policy will also be included in parent/student handbooks.
- At periodic intervals, a designated staff member(s) will notify, by telephone, the parent/legal guardian of the student's absence, tardiness, or early departure and explain the relationship of the student's attendance to their ability to pass the course. If the parent/ legal guardian cannot be reached by telephone, a letter shall be sent detailing this information.
- A designated staff member will review the BOCES Attendance Policy and Regulation with students who have excessive and/or unexcused absences, tardiness or early departures. Further, appropriate student support services/personnel within the BOCES, as well as the possible collaboration/referral to community support services and agencies, will be implemented prior to determining whether student has sufficient attendance needed to pass the course.

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

A designated staff member shall notify by telephone the parent/legal guardian who is absent, tardy or departs early without proper excuse. The staff member shall explain the BOCES Comprehensive Student Attendance Policy, the building level intervention procedures, and, if appropriate, the relationship between student attendance and course credit. If the parent/legal guardian cannot be reached by telephone, the staff member will provide such notification by mail. Further, the BOCES Attendance Policy and Regulation will be mailed to the parent/ legal guardian to promote awareness and help ensure compliance with the policy.

If deemed necessary by appropriate school officials, or if requested by the parent/legal guardian, a school conference shall be scheduled between the parent/legal guardian and appropriate staff members in order to address the student's attendance. The student may also be requested to attend this conference in order to address appropriate intervention strategies that best meet the needs of the student.

#### **Attendance Incentives**

In order to encourage student attendance, the BOCES will develop program/building attendance committees to consider and create appropriate incentives and recognition to encourage attendance.

#### **Disciplinary Consequences**

Unexcused absences, tardiness and early departures may result in disciplinary sanctions as described in the BOCES District Code of Conduct. Consequences may include, but are not limited to, in-school suspension, detention and denial of participation in interscholastic and extracurricular activities. Parents/legal guardians will be notified by designated BOCES personnel at periodic intervals to

**Monroe 2-Orleans BOCES Regulation****Series 6000 – Students****Regulation #6110R – COMPREHENSIVE STUDENT ATTENDANCE**

discuss their student's absences, tardiness or early departures and the importance of class attendance and appropriate interventions. Individual buildings/grade levels will address procedures to implement the notification process to the parent/legal guardian.

**Intervention Strategy Process**

In order to effectively intervene when an identified pattern of unexcused absences, tardiness or early departures occur, designated BOCES personnel will pursue the following:

- Identify specific element(s) of the pattern (e.g., grade level, building, time frame, type of unexcused absences, tardiness or early departures);
- Contact the BOCES staff most closely associated with the element. In specific cases where the pattern involves an individual student, the student and parent/legal guardian will be contacted;
- Discuss strategies to directly intervene with specific element;
- Recommend intervention to District Superintendent or their designee if it relates to change in the BOCES policy or procedure;
- Implement changes, as approved by appropriate administration;
- Utilize appropriate BOCES and/or community resources to address and help remediate student unexcused absences, tardiness or early departures;
- Monitor and report short and long term effects of intervention.

**Appeal Process**

A parent/legal guardian may request a building level review of their student's attendance record.

**Building Review of Attendance Records**

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

**Annual Review by the Board of Education**

The BOCES shall annually review the program level student attendance records and if such records show a decline in student attendance, the Board shall make any revisions to the Policy and plan deemed necessary to improve student attendance.

**Community Awareness**

The BOCES shall promote necessary community awareness of their Comprehensive Student Attendance Policy by:

- Providing a plain language summary of the policy to parents/legal guardians at the beginning of each school year and promoting the understanding of such a policy and regulation to students and their parents/ legal guardians;
- Providing each teacher, at the beginning of the school year or upon employment, with a copy of the policy and regulation; and
- Providing copies of the policy to any other member of the community upon request.

**Monroe 2-Orleans BOCES Regulation**  
**Series 6000 – Students**  
**Regulation #6110R – COMPREHENSIVE STUDENT ATTENDANCE**

**Regional Summer School**

These attendance regulations apply to the BOCES regional summer school program, while also acknowledging that the summer school program is not compulsory, with the following modifications:

- As a result, these regulations in terms of interventions and notifications and awarding a grade are pro-rated. A student with three unexcused absences will be dropped from enrollment and will not receive a grade and ultimately course credit; the home school district can request that the student remains in the program. BOCES does not award course credit.
- Parents/legal guardians will be called each day a student is absent and informed that the student will be dropped from the program after the third absence; the home school district can request that the student remains in the program.

**Policy References:**

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

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

Adopted: 6/18/2002

Revised: 10/21/2009

Revised: 4/19/2010

Revised: 8/15/2012

Revised: 9/18/2013

Reviewed: 5/14/2014

Revised: 5/13/2015

Reviewed: 8/19/2015

Revised: 6/15/2016

Reviewed: 5/10/2017

Revised: 5/09/2018

Revised: 5/15/2019

Revised: 10/16/2019

Revised: 5/13/2020

Revised: 9/16/2020

Revised: 5/12/2021

Revised: 5/11/2022

Revised: 5/10/2023

Revised: 5/15/2024

Revised: 5/14/2025

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

**\*REQUIRED\***  
**Annual Review**

Students shall have a right to request annually, and have explained to them at the opening of school and receive a summary of the BOCES student Code of Conduct. The Code outlines rights and responsibilities and focuses upon positive student behavior as well as a discipline code for student behavior, setting forth prohibited student conduct and the range of penalties which may be imposed for violation of such code. Such penalties shall be proportionate to the seriousness of the offense and, where applicable, to the previous disciplinary record of the student. Any suspension from attendance upon instruction may be imposed only in accordance with Section 3214 of the Education Law.

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

8 New York Code of Rules and Regulations (NYCRR) Section 100.2(1)

**Policy References:**

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

Adopted: 7/13/1999  
Reviewed: 10/21/2009  
Reviewed: 05/12/2010  
Revised: 6/15/2011  
Revised: 5/9/2012  
Revised: 8/15/2012  
Revised: 5/15/2013  
Reviewed: 5/14/2014  
Reviewed: 5/13/2015  
Reviewed: 8/19/2015  
Revised: 6/15/2016  
Reviewed: 5/10/2017  
Revised: 5/09/2018  
Reviewed: 5/15/2019  
Revised: 5/13/2020  
Reviewed: 5/12/2021  
Reviewed: 5/11/2022  
Revised: 5/10/2023  
Revised: 5/15/2024  
Revised: 5/14/2025

**Monroe 2-Orleans BOCES Policy**  
**Series 6000 – Students**  
**Policy #6212 – STUDENT DISCIPLINE AND SUSPENSION**

**STUDENT SUSPENSION**

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

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

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

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

b) The home school superintendent of schools.

c) The District Superintendent.

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

The BOCES Code of Conduct further details the procedures for the short-term and long-term, out-of-school suspension process.

**Policy References:**

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

Adopted: 7/13/1999  
Revised: 10/21/2009  
Revised: 05/12/2010  
Revised: 6/15/2011  
Revised: 5/9/2012  
Revised: 8/15/2012  
Revised: 5/15/2013  
Reviewed: 5/14/2014  
Revised: 5/13/2015  
Revised: 8/19/2015  
Revised: 6/15/2016  
Revised: 5/10/2017  
Revised: 5/09/2018  
Revised: 5/15/2019  
Reviewed: 5/13/2020

**Monroe 2-Orleans BOCES Policy**  
**Series 6000 – Students**  
**Policy #6212 – STUDENT DISCIPLINE AND SUSPENSION**

Revised: 5/12/2021  
Revised: 5/11/2022  
Reviewed: 5/10/2023  
Revised: 8/16/2023  
Revised: 5/15/2024  
Revised:5/14/2025

**Monroe 2-Orleans BOCES Regulation  
Series 6000 – Students  
Regulation #6212R– STUDENT DISCIPLINE AND SUSPENSION**

**OVERVIEW AND PHILOSOPHY**

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

One means by which communication will be enhanced is through each school/program distributing the Code of Conduct for students, parents/legal guardians and faculty. Such Code of Conduct clearly defines the law, policy, and administrative regulations as well as provides guidelines for the development of self-discipline and the maintenance of order. The content of such Code of Conduct must be consistent throughout the BOCES, yet recognize the need for which such Code of Conduct is intended. All policy and regulations pertaining to discipline and student behavior must be contained therein and distributed and reviewed annually.

Administrators and staff must constantly seek to provide alternative educational programs and facilities to respond to the needs of the disruptive student.

Students must be properly supervised at all times by the proper individual charged with this responsibility. If at any time it is necessary for the individual to be away from the students, the responsible individual must make proper arrangements to ensure temporary supervision.

Building/program administrators are responsible for enforcing the laws, policies and regulations to ensure appropriate student behavior and a conducive educational climate. In turn, the teachers are responsible to maintain appropriate student behavior in their classrooms and throughout their facility. Classrooms and schools should be so administered that at all times the objectives of training for self-discipline, individual responsibility and favorable climate for learning might be realized.

When a discipline problem occurs, the teacher should exhaust all possibilities and resources available to them for its solution. Finding this unsuccessful, the teacher needs to seek further assistance through the administration. All parties to the problem, i.e. student, teacher, parents/legal guardians, administrators, counselors, must be involved as early and as completely as is necessary to resolve the problem. All problems are to be dealt with in a firm, fair, legal and timely manner.

The building/program administrator and staff must make every reasonable effort to assist students to adjust properly, using their experience and knowledge of child growth and development. Depending on the nature of the case, they may discipline the student directly in relation to the offense; they may call in the parents/legal guardians for a conference; they may refer the case for the attention of the support personnel; or they may use a combination of these procedures - as well as other resources or techniques - in accordance with their best judgment.

Administrators, teachers and school-based mental health staff are to contact and involve the parents/legal guardians as early as possible in the resolution of a problem. This is of extreme importance, as parents/legal guardians can exert the most influence in helping the student adjust to school. Parents/legal guardians are expected to cooperate with the schools/programs in working toward a solution to the problem.

**Monroe 2-Orleans BOCES Regulation  
Series 6000 – Students  
Regulation #6212R– STUDENT DISCIPLINE AND SUSPENSION**

**PROGRESSION OF DISCIPLINE**

Whenever possible, administrators and teachers throughout the BOCES are to adhere to the following for dealing with student misbehavior:

The teacher must exhaust all of their resources in dealing with a problem. This means that there must be at least one or more private conferences between the teacher, the student, and the parent(s)/legal guardian(s), to attempt to resolve the problem. The administrator and/or counselor should be informed of the problem.

The teacher may consider detaining the student after school for a conference and assistance, and parents/legal guardians are to be notified. Such detention may be scheduled for the following day from the infraction in order to inform parents/ legal guardians and ~~provide~~ *to allow time for* transportation.

After the teacher exhausts all of their resources, the teacher should refer a student to the administrator and/or counselor for a conference and/or corrective measures. Parents/legal guardians are to be notified by an administrator or counselor and involved in the resolution of the problem.

The principal/program administrator should utilize support personnel to find ways of helping the student and/or parents/legal guardian(s) to solve the problem (mental health staff) and utilize all school and community agencies which might prove helpful.

The principal/program administrator should record all attempts to deal with problem(s), including conferences with parents/legal guardian(s), teacher observations, record of referrals to other personnel and agencies and their reports, names, dates, circumstances, ~~and~~ investigation and disposition.

- The continuation of the student's misbehavior can result in the following: A parent/legal guardian conference.
- Teacher removal of the student from the classroom in accordance with law, Commissioner's Regulations and the Code of Conduct.
- Placement of student in an alternative program (a program for secondary students who are denied attendance in the regular day school). Parents/legal guardians must be notified and parent/legal guardian conference is required.
- Suspension out of school by building principal or program administrator for a period of time not to exceed five (5) days (see Suspension below).

When the principal/program administrator has exhausted all available alternatives and resources and feels that the student's continued presence in school would constitute a threat or danger to himself/herself or other students or that the student is "violent and/or disruptive" as defined in accordance with law and Commissioner's Regulations, the matter should also be referred to the Superintendent of Schools of the student's home school.

**Monroe 2-Orleans BOCES Regulation  
Series 6000 – Students  
Regulation #6212R– STUDENT DISCIPLINE AND SUSPENSION**

**VIOLENT STUDENT**

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:

- Committing or threatening an act of violence (such as hitting, spitting, kicking, punching, and scratching) upon BOCES staff or attempting to do so.
- Committing or threatening an act of violence (such as hitting, kicking, punching, spitting, and scratching) upon another student or any other person lawfully on BOCES property or attempting to do so.
- 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.
- Displaying what appears to be a firearm or weapon or other dangerous instrument capable of causing death or physical injury.
- Threatening to use any firearm or weapon or other dangerous instrument capable of causing death or physical injury, or what appears to be a firearm or weapon.
- Knowingly and intentionally damaging or destroying the personal property of a student, staff or any other person lawfully on BOCES property.
- Knowingly and intentionally damaging or destroying any BOCES property by use of graffiti or arson or any other means.

Teachers are required to immediately report and refer violent students to the principal or program administrator for a violation of the Code of Conduct. A violent student who brings a weapon or firearm to school will be suspended for a minimum period in accordance with law which may be reduced on a case by case basis to be consistent with any other state and federal law.

**PRE-SCHOOL AGED CHILDREN**

Under no circumstances, however, will a child in the pre-school aged program be suspended or expelled.

**DISRUPTIVE STUDENTS**

A "disruptive student" is defined in Education Law as an elementary or secondary student under twenty-one years of age who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom.

A disruption is defined as any action(s) that result in a delay or interruption of the educational process for themselves and/or other students. Examples of disruptive conduct include but are not limited to:

1. Using electronic device(s) for purposes other than instruction.

**Monroe 2-Orleans BOCES Regulation**  
**Series 6000 – Students**  
**Regulation #6212R– STUDENT DISCIPLINE AND SUSPENSION**

2. Engaging in conduct that is insubordinate and/or disorderly as further defined in this Regulation.

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.

Pursuant to the Code of Conduct, a minimum suspension period shall be established for students who repeatedly are substantially disruptive of the educational process or substantially interfere with the teacher's authority over the classroom. This suspension period may be reduced on a case by case basis to be consistent with any other state and federal law, *or other* circumstance.

**ALTERNATE INSTRUCTION**

When a student has been suspended and is of compulsory attendance age, immediate steps shall be taken to provide alternative instruction which is of an equivalent nature to that provided in the student's regularly scheduled classes and in accordance with law.

**Suspension**

A student may be suspended:

- Who is insubordinate, disorderly, disruptive, violent, or whose conduct otherwise endangers the safety, morals, health and welfare of others, OR
- Whose physical or mental condition endangers the health, safety or morals of others.

**Suspension: Five School Days or Less**

When the authorized BOCES official or District Superintendent (referred to as the “suspending authority”) propose to suspend a student for five days or less pursuant to Education Law §3214 (3), the suspending authority must immediately notify the student orally. If the student denies the charge, the suspending authority must provide an explanation of the basis for the proposed suspension. The suspending authority must also notify the student’s parents/legal guardians in writing that the student may be suspended from school. The written notice must be provided at the last known address for the parents/legal guardians by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the decision to propose suspension. Where possible, notice should be provided by telephone if the BOCES has been provided with a telephone number(s) for the purpose of contacting the parents/legal guardians; *however, a phone call should not replace the mailed notice.*

The notice shall provide a description of the charges against the student and the incident for which suspension is proposed and shall inform the parents/legal guardians of the right to request an immediate informal conference prior to suspension. The notice shall also be in the dominant language of the parents/legal guardians. At the conference, the parents/legal guardians shall be permitted to ask questions of complaining witnesses regarding the incidents in a respectful manner and while facilitated by the administrator.

**Monroe 2-Orleans BOCES Regulation**  
**Series 6000 – Students**  
**Regulation #6212R– STUDENT DISCIPLINE AND SUSPENSION**

The notice and opportunity for an informal conference shall take place before the student is suspended unless the student's presence in school poses a continuing danger to persons or property or is an ongoing threat of disruption to the academic process. If the student's presence does pose such a danger or threat of disruption, suspension is immediate and the notice must be provided at the last known address for the parents/legal guardians by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt within 24 hours of the suspension. Where possible, notice should also be provided by telephone, *but should not replace the mailed notice*, if the BOCES has been provided with a telephone number(s) for the purpose of contacting the parents/legal guardians and provide an opportunity for an informal conference which shall take place as soon after the suspension as is reasonably practicable.

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

Regardless of the length of a student's suspension, if a parent/legal guardians wishes to appeal the suspension of such student by the principal, Superintendent and/or District Superintendent, such appeal must be made to the applicable Board of Education prior to commencing an appeal to the Commissioner of Education.

**Hearing: Suspension out of school by the District Superintendent for a period of time exceeding five (5) days**

Typically the home district will hold a long-term suspension hearing. The following apply where BOCES holds the hearing: Parents/legal guardians must be notified, by telephone and registered mail or personal delivery, that prior to the suspension in excess of five days the parent/legal guardian and student shall have the right to a hearing.

At such hearing, the student shall have the right to be represented by an attorney or advocate, the right to present witnesses and/or other evidence on their own behalf, and the right to cross examine witnesses against them.

When a student has been suspended and is of compulsory attendance age, the home school district should be notified so immediate steps can be taken to provide alternative instruction which is of an equivalent nature to that provided in the student's regularly scheduled classes.

**Monroe 2-Orleans BOCES Regulation**  
**Series 6000 – Students**  
**Regulation #6212R– STUDENT DISCIPLINE AND SUSPENSION**

The notice of the hearing must advise the student of the grounds for the charges in specific enough terms to enable them to anticipate reasonably the subject content of the proposed hearing and to prepare a defense.

The student should be allowed to remain in school prior to the hearing unless the student is serving a five-day out-of-school suspension or their presence in school poses a clear danger to their physical or emotional safety, to other students, faculty or institutional property, or to the continuation of the learning process.

At the hearing, persons having direct knowledge of the facts should be called to testify. Hearsay evidence could be sufficient for a finding of guilt. As in court, the burden of providing guilt rests upon BOCES, and the student is entitled to a presumption of innocence of wrongdoing unless the contrary is proven. The student may testify on their own behalf and is free to cross-examine witnesses against them.

Both the District Superintendent and the Board are authorized to appoint a hearing officer to conduct disciplinary hearings. The report of the hearing officer is advisory only, and the District Superintendent may accept or reject all or any part of such report.

In the case of a potential long-term suspension of a student classified as having a disability, contact will be made with the applicable home school district who will determine if the behavior giving rise to the suspension is directly related to the disability.

A recording will be made of the entire hearing. The student should be provided a copy of the recording upon their written request.

Any decision by the District Superintendent can be appealed to the Board, and from the Board to the New York State Education Department Commissioner of Education, and then through the courts.

**HOME SCHOOL SUSPENSION HEARING**

A student may not be suspended for a period in excess of five school days unless the student and the parent/legal guardian has had an opportunity for a home school Superintendent's Hearing. All procedural due process rights associated with the hearing are dictated by law and the home school policy.

Both the home school Superintendent and the home school Board of Education are authorized to appoint a hearing officer to conduct student disciplinary hearings. The report of the hearing officer is advisory only, and the home school Superintendent or home school Board may accept or reject all or any part of such report.

In the case of a potential long-term suspension of a student classified as having a disability, a referral to the applicable home school district's manifestation team will be made who will determine if the behavior giving rise to the suspension is directly related to the disability.

**Monroe 2-Orleans BOCES Regulation  
Series 6000 – Students  
Regulation #6212R– STUDENT DISCIPLINE AND SUSPENSION**

Building program administrators are empowered to suspend bus transportation privileges of students who are disorderly or insubordinate, violent, or engage in conduct endangering the health, welfare, safety and morals of others. The parents/legal guardians in these cases are then responsible for the safe transportation of their students to and from school.

**Students with Disabilities**

Removal of a student with a disability for longer than ten (10) cumulative days or as otherwise viewed as a change in placement in accordance with law and/or regulation cannot take place without appropriate involvement of the applicable home school district's Committee on Special Education and the holding of a manifestation hearing.

When a student with a disability is referred in writing to the home school district's Committee on Special Education for disciplinary infractions which would result in long term suspension, the referral shall document the infractions and request an immediate meeting.

The home school district's manifestation team meeting will be held typically during a suspension hearing but no later than ten (10) business days of commencing a removal that constitutes a change in placement in accordance with federal and state law and/or regulation. The manifestation team must consider, among other factors:

- Whether the student's behavior was related to the disability.
- Whether the student's behavior presents a serious danger to himself/ herself or others.
- Whether the student's classification, placement, and/or program, needs to be changed to better meet the student's needs.

Where the manifestation team determines that the student's actions are related to their disability, the manifestation team must provide alternate placement and/or program changes. If the manifestation team ~~on Special Education~~ determines that the behavior is not related to the disability, disciplinary action will be determined by normal disciplinary procedures.

In all cases, the due process rights pertaining to the placement of a student with a disability and the due process rights pertaining to suspension of a student will be granted to the student and their parents/legal guardians.

**Early Identification and Resolution of Student Discipline Problems**

Pupil service personnel, administrators, teachers, and others should communicate about students when they believe such students present a possible discipline problem. Appropriate personnel will conduct an investigation of the reports and/or communicate, which may include conferences with the student, parents/legal guardians, teachers, other pupil service personnel or others, as the administrator deems appropriate for the early identification and resolution of the suspected problem. If an administrator suspects that the problem may be a manifestation of a disability, he or she will refer the matter to the home school district's Committee on Special Education in the manner prescribed by 200.4 of the Commissioner's Regulations and by BOCES policy.

**Monroe 2-Orleans BOCES Regulation**  
**Series 6000 – Students**  
**Regulation #6212R– STUDENT DISCIPLINE AND SUSPENSION**

The District Superintendent will direct the development of any forms necessary for the implementation of this regulation after consulting with each building principal/program administrator.

**Discipline Code for Students**

Students must conduct themselves at all times in the following manner:

- ~~So as to~~ Not to interfere with the teaching/learning process or the orderly operation of the school;
- ~~So as to~~ Obey laws and rules to respect others and the property of others;
- ~~So as to~~ Maintain courteous relations with teachers and fellow students;
- ~~So as to~~ Assume responsibility for themselves, their conduct and their learning;
- ~~So as to~~ Maintain an excellent attendance record to class and school by avoiding unnecessary absence or tardiness;
- ~~So as to~~ Make a sincere effort to always perform in the best manner possible.

The following list of student misbehaviors, though not intended to be all-inclusive, is cause for disciplinary action:

- 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) 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~~ *may* be called in these instances.
- 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.
- 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.
- 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, bowls, scales, dime bags, or residue in any form that tests positive for THC.
- Lying to BOCES staff.
- Stealing the property of other students, BOCES staff or any other person on BOCES property or attending a BOCES function.
- 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

**Monroe 2-Orleans BOCES Regulation****Series 6000 – Students****Regulation #6212R– STUDENT DISCIPLINE AND SUSPENSION**

creates a disruption to school (including electronic media such as via cell phone, texting, emails, website, IM's, chat rooms and the like).

- 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 their physical safety.

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

- (i) on BOCES property,
- (ii) at a BOCES function, or
- (iii) off school property where such acts create or would foreseeably create a risk of substantial disruption within the school environment, where it is reasonably 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.

- 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, genetic status as a basis for treating another in a negative manner.
- 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.
- Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm.
- 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.
- Selling, distributing, sharing, exchanging, creating, using, or possessing lewd material.

## Monroe 2-Orleans BOCES Regulation

### Series 6000 – Students

#### Regulation #6212R– STUDENT DISCIPLINE AND SUSPENSION

- Smoking, selling, sharing, distributing, using, exchanging, consuming, manufacturing and/or possessing a tobacco product and/or any product in any form that contains nicotine. Tobacco shall be defined as any lighted or unlighted cigarette, cigar, cigarillo, pipe, bidi, clove, cigarette, and any other smoking product matter or substance that contains tobacco, and spit tobaccos, (smokeless, dip chew and/or snuff), in any form.

A student may be suspended from school or subjected to other disciplinary action when the student engages/acts in any and or all of the following behaviors:

1. Disorderly and/or Disruptive A disruptive student is defined as 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 (i.e., any action or actions that result in a delay or interruption of the educational process for themselves and/or other students, intentionally causing public inconvenience, annoyance or alarm, or recklessly creating a risk thereof), by:
  - Running in the building, hallways or school rooms.
  - Interrupting class, program and/or instruction.
  - Making unreasonable noise.
  - Using language or gestures that are profane, obscene, lewd, vulgar or abusive in any form (i.e., written, verbal, emails, text messaging, chat rooms, social media, website, cell phone, sexting, upskirting, taking photographs without consent).
  - Obstructing vehicular or pedestrian traffic.
  - Driving recklessly.
  - Violating any driving road rules, ~~or~~ laws or BOCES rules while operating a motor vehicle.
  - Engaging in any act which disrupts the normal operation of the school and/or school community.
  - 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.
  - 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).
  - Indoor use of skateboards, rollerblades, Ripstiks or the like.
  - ~~Using vulgar or abusive language, cursing, or swearing.~~
  - *A student who removes an instrument from a classroom or misuses an instrument needed in the classroom while in or out of the classroom, such as a clay cutter or an X-acto knife from art class, or a drill or hammer, etc., is considered to be in possession of a weapon. A student who uses the instrument in the classroom properly is not considered to be in possession of a weapon.*
2. Insubordinate, i.e. failing to comply with the lawful directions of a teacher, school administrator or other school and/or BOCES employee in charge of the student. Examples of insubordinate conduct include but are not limited to these incidents OR any violation of ANY other policy or regulation and/or any section of this Code of Conduct:

**Monroe 2-Orleans BOCES Regulation****Series 6000 – Students****Regulation #6212R– STUDENT DISCIPLINE AND SUSPENSION**

- Failing to comply or refusing to comply with the reasonable directions of a staff member or otherwise demonstrating disrespect for program expectations or the Code of Conduct.
  - Lateness for, missing or leaving school without permission.
  - Any form of academic misconduct. Examples of academic misconduct include but are not limited to:
    - Plagiarism,
    - Cheating,
    - Copying,
    - Altering records, or
    - Assisting another in any of the above actions.
  - Refusing to leave a classroom or BOCES grounds when directed.
  - *Refusing a search.*
3. 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:
- 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.
  - 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.
  - Displaying what appears to be a firearm or weapon or other dangerous instrument capable of causing death or physical injury.
  - 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.
  - 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.
  - Knowingly and intentionally damaging or destroying the personal property of a student, staff or any other person lawfully on BOCES property.
  - Knowingly and intentionally damaging or destroying any BOCES property by use of graffiti or arson or any other means.
4. Conduct that endanger the safety, morals, physical or mental health or welfare of others  
Examples of such conduct include but are not limited to:
- Lying to BOCES staff.
  - Stealing the property of other students, BOCES staff or any other person on BOCES property or attending a BOCES function.
  - 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

**Monroe 2-Orleans BOCES Regulation****Series 6000 – Students****Regulation #6212R– STUDENT DISCIPLINE AND SUSPENSION**

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).

- 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 their physical safety.

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

- on BOCES property,
- at a BOCES function, or
- off school property where such acts create a substantial disruption 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.

- Discrimination, harassment, or bullying which includes the use of age, sex, race, gender identity, gender expression, color, creed, religion, national origin, marital status, veteran status, disability, military status, sexual orientation, prior criminal offense, domestic violence victim status, interns, or genetic status as a basis for treating another in a negative manner.
- 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.
- Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm.

## Monroe 2-Orleans BOCES Regulation

### Series 6000 – Students

#### Regulation #6212R– STUDENT DISCIPLINE AND SUSPENSION

- 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.
- Selling, distributing, sharing, exchanging, creating, using, or possessing lewd material.
- 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.
- Possessing, consuming, selling, distributing, using, sharing, exchanging, manufacturing, or under the influence or appear under the influence of: a) vitamins, herbs and supplements; b) alcoholic beverages in any form such as a powdered alcohol; c) illegal substances, or a substance thought by the student to be illegal. “Illegal substances” includes, but is not limited to: inhalants, marijuana, opioids, cocaine, THC, THC edibles, LSD, PCP, amphetamines, heroin, steroids, look-alike drugs, and any substances commonly referred to as “designer drugs.” The police *will may* be called in these instances.
- Using, selling, distributing, sharing, possessing, consuming, exchanging, manufacturing, being under the influence or appears to be 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.
- Using, selling, distributing, sharing, possessing, consuming, exchanging, manufacturing, or being under the influence or appears to be under the influence of legal substances that mimic the effects of an illegal substance or drug, or any prescription marijuana.
- 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.
- Gambling.
- 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.
- 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.
- Engaging in off-campus misconduct that substantially disrupts or can reasonably be expected to substantially disrupt the student(s) education and/or the educational process in BOCES or at a BOCES function.
- Using a hand-held laser pointer not approved or supervised by the BOCES staff.
- *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., or violating the Code of Conduct will not be tolerated in a school or on a BOCES vehicle.*

**Monroe 2-Orleans BOCES Regulation**  
**Series 6000 – Students**  
**Regulation #6212R– STUDENT DISCIPLINE AND SUSPENSION**

**Disciplinary Measures**

The range of disciplinary measures which may be imposed for violations of the student disciplinary code include the following:

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

Adopted: 1/01/2001  
 Revised: 10/21/2009  
 Revised: 8/15/2012  
 Revised: 10/17/2012  
 Revised: 5/14/2014  
 Reviewed: 5/13/2015  
 Revised: 8/19/2015  
 Revised: 6/15/2016  
 Revised: 5/10/2017  
 Revised: 5/09/2018  
 Revised: 5/15/2019  
 Revised: 5/13/2020  
 Revised: 5/12/2021  
 Revised: 5/11/2022  
 Reviewed: 5/10/2023  
 Revised: 8/16/2023  
 Revised: 5/15/2024

**Monroe 2-Orleans BOCES Regulation**  
**Series 6000 – Students**  
**Regulation #6212R– STUDENT DISCIPLINE AND SUSPENSION**

Revised 5/14/2025

**Monroe 2-Orleans BOCES Policy****Series 6000 – Students****Policy #6220 – ALCOHOL, *TOBACCO, MEDICINES*, DRUGS AND OTHER SUBSTANCES  
(STUDENTS)****Prohibited Conduct**

The Board recognizes that the misuse of alcohol (in any form including powdered), tobacco, electronic cigarettes (e-cigarettes), vaporizers, “dab,” “dabs,” or “dab pens,” THC edibles, nicotine and nicotine-related products, prescription marijuana, illegal drugs, drug paraphernalia, illegal substances, substances that mimic the effect of illegal substances/drugs, counterfeit and designer drugs, look-alike drugs, over-the-counter drugs, prescription drugs, vitamins, supplements, herbs, and other similar substances as more fully specified in the Code of Conduct, is a serious problem with legal, physical, emotional, and social implications for students, as well as the entire community. Therefore, the consumption, sharing, selling, use, and/or possession, distributing, exchanging, manufacturing, or under the influence of or appear under the influence of these and similar substances, as well as tobacco products (or any product in any form that contains nicotine including e-cigarettes or a vaporizer. Tobacco is defined as any lighted or unlighted cigarette, cigar, cigarillo, pipe, bidi, clover, and any other smoking product or matter that contains tobacco and spit tobacco such as smokeless dip, chew and/or snuff, in any form) and drug paraphernalia are prohibited in accordance with law and regulation, Code of Conduct, and/or other similar documents.

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

**Disciplinary Measures**

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

**Supportive Programs**

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

Adopted: 7/13/1999

Revised: 10/21/2009

Revised: 05/12/2010

Reviewed: 6/15/11

Revised: 5/9/2012

Revised: 8/15/2012

Revised: 5/15/2013

Reviewed: 5/14/2014

Revised: 5/13/2015

Reviewed: 8/19/2015

Revised: 6/15/2016

Revised: 5/10/2017

**Monroe 2-Orleans BOCES Policy**

**Series 6000 – Students**

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

Revised: 5/09/2018

Revised: 5/15/2019

Revised: 10/16/2019

Revised: 5/13/2020

Revised: 5/12/2021

Reviewed: 5/11/2022

Reviewed 5/10/2023

Revised: 5/15/2024

Revised:5/14//2025

**Monroe 2-Orleans BOCES Policy**  
**Series 6000 – Students**  
**Policy #6415 – STUDENT CELL PHONE USE**

**\*REQUIRED\***  
**Annual Review**

In compliance with New York State Education Law, no student while on school grounds during the school day shall use an internet-enabled device. A student may use an internet-enabled device during the school day if one of the following exceptions applies:

- 1) Supplied by the BOCES and used under the direction of a teacher for an educational purpose;
- 2) The device has no internet capability;
- 3) Authorized by a BOCES teacher for a specific educational purpose;
- 4) To manage a student's healthcare;
- 5) In the event of an emergency;
- 6) For translation services;
- 7) Use is part of student's IEP;
- 8) Use is part of student's 504 Plan;
- 9) Otherwise required by law; or
- 10) A school psychologist, social worker or counselor determines on a case by case basis if the student is a caregiver.

The parent/legal guardian may contact their student during the school day by contacting the main office of the program their child attends.

Students will be required to store their internet-enabled device in the following ways:

Students must store their Internet-enabled devices in designated on-site storage areas during the school day. On-site storage areas may include, but are not limited to, student lockers, designated storage bins in classrooms, or secure storage areas in the school's/program's main office. The designated on-site storage areas must be easily accessible to students. Building Principals/Program Administrators will communicate the procedures for storing and retrieving devices, ensuring that students understand their responsibilities in using the on-site storage facilities provided.

This policy will be posted on BOCES website and reviewed annually.

“Internet-enabled devices” OR “internet-capable” means and includes any smartphone, tablet, smartwatch, or other device capable of connecting to the Internet and enabling the user to access content on the Internet, including social media applications. “Internet-enabled devices” does not include: 1. Non-Internet-enabled devices such as cellular phones or other communication devices not capable of connecting to the Internet or enabling the user to access content on the Internet; Such devices may only be used by students after a written request from a parent/caregiver is approved by the building principal/program administrator; or 2. Internet-enabled devices supplied by the Home School District or the BOCES that are used for an educational purpose.

**Monroe 2-Orleans BOCES Policy**  
**Series 6000 – Students**  
**Policy #6415 – STUDENT CELL PHONE USE**

“School day” means the entirety of every instructional day as required by ~~subdivision 7 of the~~ Education Law Section 3604(7) during all instructional time and non-instructional time, including but not limited to homeroom periods, lunch, recess, study halls, and passing time.

Annually the BOCES will conduct an analysis and place on its website the following information:

Non-identifiable demographic data of students who have faced disciplinary action for non-compliance and analysis of any demographic disparities in enforcement of the policy. If a statistically significant disparate enforcement impact is identified, such report shall include a mitigation action plan.

Adopted: 7/29/2025

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

**\*REQUIRED\***  
**Annual Review**

The Board prohibits all forms of discrimination, harassment, hazing and bullying on BOCES owned or leased grounds, school buses and at all BOCES-sponsored activities, programs, work study locations, and events. Discrimination, harassment, hazing or bullying that takes place at locations outside of BOCES owned or leased grounds which can reasonably be expected to substantially interfere with the operation of the school or program or interferes with the student's education, ~~is prohibited~~, may be subject to disciplinary consequences.

The administrative regulations define discrimination, hazing, harassment, bullying, and cyberbullying in more detail.

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

This policy, or a plain language summary, shall be published in student registration materials, student, parent/legal guardian, and employee handbooks, and posted on the BOCES website. Annually all BOCES employees, parents/legal guardians, and students will receive ~~a copy of~~ *directions on how to access* the policy or plain language summary *on the BOCES 2 website*. (NOTE: Not if parent packet is electronic). The full policy is posted on the Internet; a copy will be provided upon request. A complaint form will be available on the BOCES website. The website with this policy will be regularly updated.

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

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

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

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

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

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

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

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

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 Revised: 5/15/2013  
 Revised: 5/14/2014  
 Revised: 5/13/2015  
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 Reviewed: 6/15/2016  
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 Revised: 5/10/2023  
 Revised: 5/15/2024  
 Revised: 5/14/2025

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

The Board prohibits all forms of discrimination, harassment, hazing and bullying on BOCES owned or leased grounds, school buses, and at all BOCES-sponsored activities, programs, work study locations, and events. Discrimination, harassment, hazing or bullying that takes place at locations outside of BOCES owned or leased grounds which can reasonably be expected to substantially interfere with the operation of the school or program *or* interferes with the rights of students, ~~and~~ may be subject to disciplinary consequences.

**Definitions****Discrimination**

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

**Hazing**

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

**Harassment or Bullying**

Harassment or bullying is:

- the creation of a hostile environment by conduct or by threats, intimidation or abuse including cyberbullying that either has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional and/or physical well-being; including conduct, threats, intimidation, or abuse that reasonably causes or would reasonably be expected to cause emotional harm; or
- behavior that reasonably causes or would reasonably be expected to cause physical injury to a student or to cause a student to fear for his or her physical safety; or
- behavior that occurs off school property where such behavior creates or would reasonably foreseeably create a risk of substantially interfering with the operation of the school program or environment or where it is foreseeable that the conduct, threats, intimidation, or abuse might reach school property; or
- behavior that occurs on BOCES property or at a BOCES function.

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

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

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

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

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

**Cyberbullying**

Harassment or bullying through any form of electronic communication.

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

**Prevention**

Prevention is the cornerstone of the BOCES effort to address bullying, discrimination, and harassment. The components of such an effort involve the following:

- BOCES curriculum will emphasize developing empathy, tolerance and respect for others.
- Learning about and identifying the early warning signs and precursor behaviors that may lead to bullying, harassment and/or discrimination.
- Data gathering and analysis to assist in decision-making about programming and resource allocation.
- Training staff to respond sensitively and consistently to bullying.

**Monroe 2-Orleans BOCES Regulation****Series 6000 – Students****Regulation #6462R – STUDENT HARASSMENT AND BULLYING PREVENTION AND INTERVENTION (DIGNITY FOR ALL STUDENTS ACT)****Prevention/Dignity for all Students Act Coordinators (DASA)**

BOCES utilizes the PBIS [Positive Behavior Intervention and Supports] System as a method to prevent harassment, discrimination, and bullying.

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

**Intervention**

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

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

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

**Reporting and Investigation**

It is essential that all targets and persons with knowledge of bullying, harassment, and/or discrimination, report such behavior immediately to the principal, program supervisor, or the DASA Coordinators so that it may be investigated and resolved. The BOCES will also make a complaint form available on its website to facilitate reporting.

The BOCES will promptly, thoroughly and equitably investigate harassment, discrimination, and/or bullying complaints, formal or informal, verbal or written. To the extent possible, all complaints will be treated in a confidential manner, although limited disclosure may be necessary to complete a thorough investigation or as required by law. Principal/program administrator is the staff member designated to receive reports and supervise or lead the investigation and ensure prompt completion. Principal/program administrator will promptly notify local law enforcement if principal/program administrator believes that the conduct constitutes criminal conduct. A BOCES employee who receives an oral or written report or observes discrimination, harassment, or bullying must promptly notify the principal/program administrator orally not later than one day after they receive or observe the behavior, and must file a written report with principal/program administrator not later than two school days after making the oral report.

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

In order to assist investigators, individuals should document the incident(s) as soon as it occurs and with as much detail as possible including: the nature of the incident(s); dates, times, places it has occurred; name of accused; witnesses to the incident(s); and the complainant's response to the incident. If, after appropriate investigation, the BOCES finds that a student, an employee or a third party has violated this policy, prompt corrective and possibly disciplinary action will be taken in accordance with the Code of Conduct, applicable collective bargaining agreement, BOCES policy and/or law. If the reported behavior constitutes a civil rights violation, the complaint procedure associated with that policy will be followed, as applicable. If either of the parties disagrees with the findings of the initial investigation, an appeal may be made to the District Superintendent in accordance with the process described in the investigation and resolution procedure section.

As part of the investigation, the BOCES has the right to search all school property and equipment including BOCES computers. Rooms, desks, cabinets, lockers, computers, etc. are provided by the BOCES for the use of students and staff, but the users do not have exclusive use of these locations or equipment and should not expect that materials stored therein will be private.

During the course of the investigation and thereafter, the complaint officer will instruct the accused to have no contact or communication regarding the complaint with the complainant and/or any witnesses; and that retaliation, whether direct or indirect, against the complainant and/or witnesses is prohibited and may be subject to disciplinary action.

**Confidentiality**

It is BOCES policy to respect the privacy of all parties and witnesses to bullying. To the extent possible, the BOCES will not release the details of a complaint or the identity of the complainant or the individual(s) against whom the complaint is filed to any third parties who do not need to know such information. However, because an individual's desire for confidentiality must be balanced with the legal obligation to provide due process to the accused, to conduct a prompt and thorough investigation, and/or to take necessary action to resolve the complaint, the BOCES retains the right to disclose the identity of parties and witnesses to complaints in appropriate circumstances to individuals with a need to know or as required by law. The staff member responsible for investigating complaints will discuss confidentiality standards and concerns with all complainants and those interviewed.

**Investigation and Resolution Procedure****A. Initial (Building-level) Procedure**

Whenever a complaint of bullying, discrimination, and/or harassment is received whether verbal or written, it will be subject to a prompt investigation. Except in the case of severe or criminal conduct, the principal or program supervisor shall make all reasonable efforts to resolve complaints informally at the building or program level in collaboration with the School Level DASA Coordinators. The goal of informal procedures is to end the bullying, prevent future incidents, ensure the safety of the target and obtain a prompt and equitable resolution to a complaint.

**Monroe 2-Orleans BOCES Regulation**

**Series 6000 – Students**

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

The appropriate resolution will be based on a progressive model factoring in intervention and education and includes such factors as age, student’s history of behavioral problems, and severity of the incident.

**B. Formal Investigation**

If not resolved informally, an investigation will ensue as in accordance with this regulation.

The investigator shall report back to both the complainant and the accused regarding the outcome of the investigation and the action taken to resolve the complaint. The complainant shall report immediately if the objectionable behavior occurs again or if the accused retaliates against them. In addition, where the principal or program supervisor or School Level DASA Coordinator has a reasonable suspicion that the alleged bullying incident involves criminal activity, they should immediately notify the District Superintendent or designee, and/or law enforcement and/or Child Protective Services if appropriate.

Any party who is not satisfied with the outcome of the initial investigation may request a district office investigation by submitting a written appeal to the District Superintendent within 30 working days.

**C. District Superintendent**

The District Superintendent or their designee shall promptly investigate bullying, harassment, and/or discrimination appeals that are referred to them. In the event the appeal involves the District Superintendent, the appeal shall be filed with or referred to the Board President, who shall refer the appeal to an appropriate independent individual for investigation. The District Office investigation should begin as soon as possible following receipt of the appeal by the District Superintendent or designee or Board President.

Prompt corrective action may be taken based on the District Office investigation results.

Any party who is not satisfied with the outcome of the District Office results may appeal to the Board within ten (10) working days by submitting a written request to the Board President.

**D. BOCES Board-level Procedure**

When a request for review by the Board has been made, the District Superintendent shall submit all written statements and other materials concerning the appeal case to the President of the Board.

The Board shall notify all parties concerned of the time and place when the Board will be discussing the matter in executive session. Such discussion will be held within 15 working days of the receipt of the request of the complainant and the Board will consider the matter solely on the materials presented.

## **Monroe 2-Orleans BOCES Regulation**

### **Series 6000 – Students**

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

The Board shall render a decision in writing within 15 working days after the hearing has been concluded.

#### **Retaliation Prohibited**

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

For purposes of this regulation, retaliation may include but is not limited to: verbal or physical threats, intimidation, ridicule, bribes, destruction of property, spreading rumors, stalking, harassing phone calls, and any other form of harassment. Any person who retaliates is subject to disciplinary action up to and including suspension or termination, consistent with applicable Collective Bargaining Agreement's, law, policy, and/or Code of Conduct.

#### **Remediation/Discipline/Penalties**

Any individual who violates this policy with a finding of a verified material incident of harassment, bullying, and/or discrimination will be subject to appropriate action, which may include disciplinary action. Remedial responses to bullying, harassment, and/or discrimination include measures reasonably calculated to end the problem behavior, eliminate any hostile environment, create a more positive school culture and climate, ensure the safety of the students against whom such harassment, bullying, or discrimination was directed, prevent recurrence of the behavior, and protect the complainant of the act.

Disciplinary measures include, but are not limited to the following:

Students: Discipline may range from a reprimand up to and including suspension from school, to be imposed consistent with the Code of Conduct and applicable law, taking into account the age of the student, the student's history of behavior problems, and the severity of the behavior.

Employees: Discipline may range from a warning up to and including termination, to be imposed consistent with all applicable contractual and statutory rights.

Volunteers: Penalties may range from a warning up to and including loss of volunteer assignment.

Vendors: Penalties may range from a warning up to and including loss of business.

Other individuals: Penalties may range from a warning up to and including denial of future access to school property.

This policy, or a plain language summary, shall be published in student registration materials, student, parent/legal guardian and employee handbooks, and posted on the BOCES website. Annually all BOCES employees, parents/legal guardians, and students will receive ~~a copy~~ *of direction on how to access* the policy or a plain language summary *on the BOCES 2 website*. The

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

full policy is posted on the BOCES website; a copy will be provided upon request. A complaint form will be available on the BOCES website. The website with this policy will be regularly updated.

**Training**

In order to implement an effective bullying prevention and intervention program, professional development is needed. The objective of the training is to raise awareness to potential bullying, harassment and discrimination and to enable staff to prevent and respond to bullying, harassment and discrimination.

Training to support this program will be provided in new teacher orientation and the annual professional development plan, as needed and other organization-wide training as appropriate in accordance with the state law guidelines. Training will be provided for all staff who have contact with students. All DASA Coordinators will be trained in accordance with state requirements and will continue their professional development so as to successfully support this program.

Adopted: 6/20/2012

Revised: 5/15/2013

Reviewed: 5/14/2014

Reviewed: 5/13/2015

Reviewed: 8/19/2015

Reviewed: 6/15/2016

Reviewed: 5/10/2017

Revised: 5/09/2018

Reviewed: 5/15/2019

Reviewed: 5/13/2020

Reviewed: 5/12/2021

Revised: 5/11/2022

Reviewed: 5/10/2023

Revised: 5/23/2024

Revised:5/14/2025

**Monroe 2-Orleans BOCES Policy****Series 7000 – Instruction****Policy #7111 – EVACUATION LOCKDOWN AND EMERGENCY DISMISSAL DRILLS;  
BOMB THREATS**

**\*REQUIRED\***  
**Annual Review**

**Drills**

A total of twelve (12) drills must be held each school year, eight (8) of which are evacuation drills and four (4) of which are lockdown drills.

**Evacuation Drills**

Eight (8) evacuation drills shall be conducted with students each year, six (6) of which will be held between September 1<sup>st</sup> and December 31<sup>st</sup> of each such year. Four (4) of the drills shall be through the use of fire escapes on buildings where fire escapes are provided or through the use of identified secondary means of egress, such as through different corridors, hallways, stairways and exit doors. Drills shall be conducted at different times of the school day. Students shall be instructed in the procedures to be followed in the event a fire occurs during the lunch period or assembly period; however, these instructions may be waived if the drill is held during a regular lunch or assembly period.

**Lockdown Drills**

Four (4) lockdown drills shall be conducted with students at least four (4) times in each school year, two (2) of those drills shall be held between September 1<sup>st</sup> and December 31<sup>st</sup> of each such year.

Lockdown drills shall be conducted at different times of the school day. Students will be instructed in the procedure to be followed if an emergency occurs during a lunch period or assembly provided; however, this additional instruction may be waived where a drill is held during the regular school lunch or assembly period.

**Emergency Dismissal Drill**

One emergency dismissal drill shall be conducted to test emergency response procedures that require early dismissal, at a time not to occur more than 15 minutes earlier than the normal dismissal time. These drills shall test the usefulness of the communications and transportation systems during emergencies.

**Parent/Parental Relation Notification**

Parent/Parental Relation shall be notified at least one week prior to the emergency dismissal drill.

**After-School Programs**

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

**Bomb Threats For BOCES Operated Facilities**

A bomb threat, even if later determined to be a hoax, is a criminal action. No bomb threat should be treated as a hoax when it is first received. The BOCES has an obligation and responsibility to

**Monroe 2-Orleans BOCES Policy****Series 7000 – Instruction****Policy #7111 – EVACUATION LOCKDOWN AND EMERGENCY DISMISSAL DRILLS;  
BOMB THREATS**

ensure the safety and protection of the students and other occupants upon the receipt of any bomb threat. This obligation must take precedence over a search for a suspect object. Prudent action is dependent upon known information about the bomb threat - location, if any; time of detonation; etc. If the bomb threat is targeted at the school parking lot or the front of the school, building evacuation may not be an appropriate response. If the bomb threat indicates that a bomb is in the school, then building evacuation is necessary unless the building has been previously inspected and secured in accordance with State Education Department Guidelines and as incorporated in the School Emergency Management Plan and administrative regulations.

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

**Police Notification and Investigation**

A bomb threat to a school is a criminal act, which is within the domain and responsibility of law enforcement officials. Appropriate State, county, and/or local law enforcement agencies must be notified of any bomb threat as soon as possible after the receipt of the threat. Law enforcement officials will contact, as the situation requires, fire and/or county emergency coordinators according to the county emergency plan.

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

**Implementation**

The Board directs the District Superintendent or their designee to develop protocols to implement the terms of this policy. Additionally, such protocols are to be incorporated in the School Emergency Management Plan, with provisions for written notification by October 1 of each school year to all students and staff.

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

Adopted: 7/13/99

Revised: 9/17/08

Revised: 5/12/2010

**Monroe 2-Orleans BOCES Policy**

**Series 7000 – Instruction**

**Policy #7111 – EVACUATION LOCKDOWN AND EMERGENCY DISMISSAL DRILLS;  
BOMB THREATS**

Revised: 6/16/2010

Reviewed: 6/15/2011

Reviewed: 5/9/2012

Revised: 10/17/2012

Reviewed: 5/15/2013

Reviewed: 5/14/2014

Revised: 5/13/2015

Reviewed: 10/21/2015

Revised: 6/15/2016

Revised: 7/13/2016

Reviewed: 5/10/2017

Reviewed: 5/09/2018

Revised: 9/19/2018

Revised: 5/15/2019

Reviewed: 5/13/2020

Reviewed: 5/12/2021

Reviewed: 5/11/2022

Reviewed: 5/10/2023

Reviewed: 5/15/2024

Reviewed: 5/14/2025

Revised: 12/17/2025

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

**School Calendar**

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

**School Day**

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

Adopted: 7/13/99  
Annual Review: 6/18/08  
Revised: 05/12/2010  
Revised: 6/16/10  
Reviewed: 6/15/11  
Revised: 5/9/2012  
Revised: 10/17/2012  
Reviewed: 5/15/2013  
Reviewed: 5/14/2014  
Reviewed: 5/13/2015  
Reviewed: 10/21/2015  
Reviewed: 6/15/2016  
Reviewed: 5/10/2017  
Reviewed: 5/09/2018  
Revised: 9/19//2018  
Reviewed: 5/15/2019  
Reviewed: 5/13/2020  
Reviewed: 5/12/2021  
Reviewed: 5/11/2022  
Reviewed: 5/10/2023  
Reviewed: 5/15/2024  
Reviewed: 5/14/2025

9. New Business

2. Resolution to Adopt 2026-27 Proposed Adopted Budget



**MONROE 2-ORLEANS BOCES**  
**PROPOSED**  
**ADOPTED BUDGET**

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2026-27



## **MISSION**

We provide quality, cost-effective educational services in partnership with school districts and the community in a manner that supports excellence and equity for all learners.

We are committed to customer satisfaction, continuous improvement, and personal and professional growth.

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## **VISION**

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

**TABLE OF CONTENTS**

PROPOSED ADOPTED BUDGET SUMMARY .....1

COMPARATIVE BUDGET ANALYSIS ..... 2 - 6

COMPARISON OF 2025-26 UNIT COSTS TO 2026-27..... 7 - 10

**Monroe 2 - Orleans BOCES**  
**2026-2027 Proposed Adopted Budget Summary**  
**Based on May 1, 2026 Service Requests**

<u>Program</u>	<u>Proposed Adopted Budget</u>
Administrative Services	\$3,379,286
BOCES 4 Science	\$3,739,451
Career and Technical Education	\$14,360,721
Center for Workforce Development	\$1,386,182
Communication & Technology Services	\$18,298,131
Curriculum & Professional Development	\$1,757,533
Department for Exceptional Children	\$41,997,087
General Education	\$9,636,288
MAARS	\$1,078,192
Services from Other BOCES	<u>\$18,850,401</u>
<b>Subtotal of Budgets</b>	<b>\$114,483,272</b>
Administration (Board and Central Services)	\$9,577,430
Capital (Lease Costs and Capital Projects)	\$4,181,528
<b>Total Appropriations</b>	<b>\$128,242,230</b>

**MONROE 2-ORLEANS BOCES  
COMPARATIVE PROPOSED ADOPTED BUDGET ANALYSIS  
2025-2026 TO 2026-2027**

Co-Ser	Service	Adopted 2025-2026 Budget	Proposed Adopted 2026-2027 Budget	Change Over Adopted 2025-2026 Amount	Percentage
<b>ADMINISTRATION &amp; CAPITAL</b>					
001	Administration	\$8,958,813	\$9,577,430	\$618,617	6.91%
002	Capital (Lease Costs & Capital Project)	\$3,853,878	\$4,181,528	\$327,650	8.50%
	TOTAL	\$12,812,691	\$13,758,958	\$946,267	7.39%
<b>ADMINISTRATIVE SERVICES</b>					
313	Shared HR Manager	\$173,642	\$180,182	\$6,540	3.77%
329	Attendance Supervisor	\$67,266	\$70,018	\$2,752	4.09%
614	Labor Relations	\$659,220	\$721,356	\$62,136	9.43%
634	Coordination - RASHP	\$813,811	\$826,898	\$13,087	1.61%
634	Coordination - RASWCP	\$1,287,841	\$1,340,234	\$52,393	4.07%
640	Online Web Recruitment	\$241,499	\$0	-\$241,499	-100.00%
652	Cooperative Bidding	\$230,056	\$240,598	\$10,542	4.58%
	TOTAL	\$3,473,335	\$3,379,286	-\$94,049	-2.71%
<b>BOCES 4 SCIENCE</b>					
502	BOCES 4 Science	\$4,131,817	\$3,739,451	-\$392,366	-9.50%
<b>CAREER &amp; TECHNICAL EDUCATION</b>					
101	Career & Technical Education	\$13,319,616	\$14,360,721	\$1,041,105	7.82%
<b>CENTER FOR WORKFORCE DEVELOPMENT</b>					
401	H.S. Equivalency & Equiv. Attendance	\$131,075	\$100,100	-\$30,975	-23.63%
413	Alternative High School Equivalency	\$179,760	\$223,300	\$43,540	24.22%
420	Early College Access	\$0	\$862,594	\$862,594	N/A
521	Post-Sec. Readiness/Workforce (MCBEA)	\$0	\$200,188	\$200,188	N/A
	TOTAL	\$310,835	\$1,386,182	\$1,075,347	345.95%
<b>COMMUNICATION &amp; TECHNOLOGY SERVICES</b>					
328	Computer Education Coordinator	\$143,470	\$150,520	\$7,050	4.91%
430	Distance Learning	\$500,632	\$492,939	-\$7,693	-1.54%

Co-Ser	Service	Adopted 2025-2026 Budget	Proposed Adopted 2026-2027 Budget	Change Over Adopted 2025-2026 Amount	Percentage
<b>COMMUNICATION &amp; TECHNOLOGY SERVICES (Cont.)</b>					
508	Educational Communications	\$141,805	\$145,238	\$3,433	2.42%
513	Library Automation	\$395,701	\$422,828	\$27,127	6.86%
524	Technology Staff Development	\$289,353	\$305,837	\$16,484	5.70%
525	Instructional Computing & GIS	\$10,942,620	\$10,409,221	-\$533,399	-4.87%
527	Equipment Repair	\$785,667	\$791,703	\$6,036	0.77%
528	Printing	\$855,250	\$875,628	\$20,378	2.38%
530	Library Services/Media	\$1,360,827	\$1,295,122	-\$65,705	-4.83%
601	Records Management	\$111,257	\$224,975	\$113,718	102.21%
608	Instructional Support Network	\$2,442,955	\$2,494,820	\$51,865	2.12%
615	Public Information Services	\$681,315	\$689,300	\$7,985	1.17%
	TOTAL	\$18,650,852	\$18,298,131	-\$352,721	-1.89%
<b>CURRICULUM &amp; PROFESSIONAL DEVELOPMENT</b>					
512	School Improvement	\$1,630,641	\$1,499,406	-\$131,235	-8.05%
541	Grant Writing	\$114,830	\$118,034	\$3,204	2.79%
653	Teacher Immersion Fellowship Program	\$140,592	\$140,093	-\$499	-0.35%
	TOTAL	\$1,886,063	\$1,757,533	-\$128,530	-6.81%
<b>DEPARTMENT FOR EXCEPTIONAL CHILDREN</b>					
202	Classified Tutoring Program	\$314,772	\$322,167	\$7,395	2.35%
203	12:1:1 Transition and 12:1:2 Programs	\$6,861,532	\$8,051,337	\$1,189,805	17.34%
204	8:1:1 Communication & Social Skills	\$2,559,234	\$1,700,282	-\$858,952	-33.56%
205	6:1:1 Programs	\$7,647,441	\$7,888,467	\$241,026	3.15%
211	Intensive BN 6:1:2	\$13,095,670	\$15,141,260	\$2,045,590	15.62%
301	Blind/Visually Impaired	\$326,896	\$338,217	\$11,321	3.46%
302	Deaf/Hearing Impaired	\$1,087,561	\$1,099,016	\$11,455	1.05%
303	Occupational Therapy	\$729,120	\$860,558	\$131,438	18.03%
306	Physical Therapy	\$529,305	\$500,352	-\$28,953	-5.47%
308	Speech Impaired - Handicapped	\$802,210	\$347,346	-\$454,864	-56.70%
309	Social Worker/Psychologist	\$766,726	\$1,030,333	\$263,607	34.38%
311	Consultant Teacher/Inclusion/Autism	\$2,764,633	\$2,863,779	\$99,146	3.59%
315	English as a Second Language	\$841,312	\$814,187	-\$27,125	-3.22%

Co-Ser	Service	Adopted 2025-2026 Budget	Proposed Adopted 2026-2027 Budget	Change Over Adopted 2025-2026 Amount	Percentage
<b>DEPARTMENT FOR EXCEPTIONAL CHILDREN (Cont.)</b>					
406	General Tutorial Program	\$287,934	\$295,401	\$7,467	2.59%
517	Transitional Services/Career Skills Ctr.	\$549,510	\$744,385	\$194,875	35.46%
	TOTAL	\$39,163,856	\$41,997,087	\$2,833,231	7.23%
<b>GENERAL EDUCATION</b>					
417	Regional Summer School	\$1,288,641	\$1,414,752	\$126,111	9.79%
423	Alternative Ed. - Jr./Sr. High	\$1,547,125	\$1,425,247	-\$121,878	-7.88%
427	Recovery High School	\$342,615	\$356,311	\$13,696	4.00%
511	Community Schools	\$4,505,177	\$6,439,978	\$1,934,801	42.95%
	TOTAL	\$7,683,558	\$9,636,288	\$1,952,730	25.41%
<b>MAARS</b>					
520	Test Scoring	\$1,014,365	\$1,078,192	\$63,827	6.29%
<b>SERVICES FROM OTHER BOCES</b>					
260	Severely Disabled 12:1:4 Creekside - M1	\$2,043,851	\$5,288,868	\$3,245,017	158.77%
261	Severely Disabled Related Services - M1	\$1,763,920	\$0	-\$1,763,920	-100.00%
262	District Based 12:1:1 - Monroe 1	\$54,101	\$262,606	\$208,505	385.40%
263	District Based Related Services	\$10,653	\$0	-\$10,653	-100.00%
264	Elementary/Secondary Prog. 6:1:1 - M1	\$3,758,075	\$5,820,476	\$2,062,401	54.88%
361	Blind/Visually Impaired - Monroe 1	\$0	\$8,048	\$8,048	N/A
362	Physical Therapy - Monroe 1	\$1,600	\$0	-\$1,600	-100.00%
363	Occupational Therapy - Monroe 1	\$3,975	\$2,968	-\$1,007	-25.33%
365	Tutoring Special Education - Monroe 1	\$18,693	\$33,561	\$14,868	79.54%
367	Psychological Services - MR#1	\$0	\$14,432	\$14,432	N/A
368	ESOL Evaluations - Monroe 1	\$704	\$0	-\$704	-100.00%
374	Hearing Assistive Technology - Monroe 1	\$4,744	\$0	-\$4,744	-100.00%
415	Visiting Experts - GV BOCES	\$2,520	\$4,120	\$1,600	63.49%
440	Project Adept Enrichment - WFL	\$4,000	\$4,000	\$0	0.00%
450	Visiting Authors - GV BOCES	\$28,065	\$28,325	\$260	0.93%
452	On-The-Go Program	\$53,040	\$172,026	\$118,986	224.33%
456	Online Virtual Edu - Erie 1	\$100,118	\$97,254	-\$2,864	-2.86%

Co-Ser	Service	Adopted	Proposed	Change	
		2025-2026 Budget	Adopted 2026-2027 Budget	Over Adopted 2025-2026 Amount	Percentage
<b>SERVICES FROM OTHER BOCES (cont.)</b>					
460	Academic Prog., Special Facilities - M1	\$18,078	\$14,389	-\$3,689	-20.41%
461	Young Audiences of Rochester - M1	\$215,896	\$268,120	\$52,224	24.19%
462	Challenger Learning Center - Monroe 1	\$119,213	\$187,628	\$68,415	57.39%
477	Distance Learning - Oswego BOCES	\$0	\$40,165	\$40,165	N/A
479	DL- Virtual HS-Synergy- Oswego	\$86,773	\$381,421	\$294,648	339.56%
515	CLO Software - Oswego BOCES	\$1,590	\$7,290	\$5,700	358.49%
518	Elementary Science	\$141,666	\$69,572	-\$72,094	-50.89%
533	Div. Equity & Inclu. Fixed - TST BOCES	\$2,753	\$0	-\$2,753	-100.00%
534	Vendor Pass Through - WFL BOCES	\$100,528	\$0	-\$100,528	-100.00%
543	Home School Monitor - GV BOCES	\$80,933	\$86,050	\$5,117	6.32%
545	BEA - GV BOCES	\$1,725	\$1,400	-\$325	-18.84%
546	School Curr/Imp - Oswego BOCES	\$2,135	\$0	-\$2,135	-100.00%
547	Instruc. Media Resources _ ERIE 1	\$20,105	\$78,700	\$58,595	291.44%
549	Library Media Svcs - OCM	\$6,600	\$6,600	\$0	0.00%
552	Positivity Project - CA BOCES	\$3,995	\$0	-\$3,995	-100.00%
555	Character Education - Erie 1	\$253,000	\$0	-\$253,000	-100.00%
558	Coord. Of Services - ERIE 2	\$11,220	\$11,298	\$78	0.70%
561	Music Library Services - Monroe 1	\$19,870	\$30,616	\$10,746	54.08%
563	School Improvement - Monroe 1	\$8,160	\$39,290	\$31,130	381.50%
568	Urban Suburban Interdistrict Transfer-M1	\$93,822	\$137,256	\$43,434	46.29%
569	Computer Services - Instr- Monroe 1	\$12,588	\$12,800	\$212	1.68%
570	Instructional Software- OCM	\$25,000	\$25,500	\$500	N/A
571	In-Service Allocation - Genesee Valley	\$1,000	\$4,982	\$3,982	398.20%
573	Effective Schools - WFL BOCES	\$500	\$904	\$404	80.80%
579	Instructional LAN Planning - ERIE 1	\$1,000	\$0	-\$1,000	-100.00%
583	General Staff Development - Capital Reg	\$0	\$50,000	\$50,000	N/A
589	Section V Sports - WFL	\$73,972	\$84,918	\$10,946	14.80%
597	Intersch Athletics Coord	\$6,750	\$7,620	\$870	12.89%
599	Diversity & Equity Planning - Monroe 1	\$130,938	\$178,870	\$47,932	36.61%
605	Computer Services - Admin - Monroe 1	\$2,852,038	\$3,683,429	\$831,391	29.15%
610	Planning - Health Program-Orleans-Niag	\$9,069	\$0	-\$9,069	-100.00%
617	Teacher Certification - Genesee Valley	\$77,605	\$79,647	\$2,042	2.63%
618	Asset Management & Planning - Questar	\$6,690	\$10,670	\$3,980	59.49%

Co-Ser	Service	Adopted 2025-2026 Budget	Proposed Adopted 2026-2027 Budget	Change Over Adopted 2025-2026 Amount Percentage	
<b>SERVICES FROM OTHER BOCES (cont.)</b>					
622	Translation /Interpret - Cap Region	\$52,676	\$2,797	-\$49,879	-94.69%
625	Transp (On the bus) PLANN - EEH	\$9,900	\$0	-\$9,900	-100.00%
629	EAP - GV BOCES	\$0	\$26,645	\$26,645	N/A
655	Telephone Interconnect - Monroe 1	\$34,242	\$47,040	\$12,798	37.38%
657	Phone Service - Monroe 1	\$250,711	\$404,407	\$153,696	61.30%
660	Textbook Coordination - Monroe 1	\$36,846	\$44,239	\$7,393	20.06%
662	Disabled Transportation - Monroe 1	\$305,735	\$327,373	\$21,638	7.08%
671	Staff Development Support - WFL	\$0	\$1,701	\$1,701	N/A
672	Staff Development Bus Driver - GV	\$2,552	\$2,100	-\$452	-17.71%
674	Health, Safety & Risk Management - GV	\$209,457	\$227,989	\$18,532	8.85%
675	Self-Funded Health Coordination - GV	\$11,844	\$12,301	\$457	3.86%
676	Edutech Administrative - WFL	\$76,129	\$130,674	\$54,545	71.65%
678	Medicaid Reimb - Questar BOCES	\$0	\$4,000	\$4,000	N/A
679	GASB 45 - Erie 1	\$43,704	\$68,004	\$24,300	55.60%
682	Board Policy and Planning - Erie 1	\$84,700	\$62,000	-\$22,700	-26.80%
683	Integrated Student Mgmt. System-Erie 1	\$23,970	\$24,051	\$81	0.34%
684	State Aid Planning Services - Questar III	\$25,599	\$29,840	\$4,241	16.57%
687	Health Care Plan - Orleans Niagara	\$13,560	\$0	-\$13,560	-100.00%
691	Computer Service: Management-Capital	\$12,044	\$3,920	-\$8,124	-67.45%
695	Stac Services - Questar III	\$25,934	\$45,501	\$19,567	75.45%
699	Planning - Erie 2 BOCES	\$3,350	\$150,000	\$146,650	4377.61%
	TOTAL	\$13,456,224	\$18,850,401	\$5,394,177	40.09%
	<b>GRAND TOTAL</b>	<b>\$115,903,211</b>	<b>\$128,242,230</b>	<b>\$12,339,019</b>	<b>10.65%</b>

**MONROE 2-ORLEANS BOCES  
COMPARISON OF 2025-2026 UNIT COSTS TO 2026-2027 UNIT COSTS**

<u>Co-Ser</u> <u>Service</u>	<u>Adopted 2025-2026 Unit Cost</u>	<u>Proposed Adopted 2026-2027 Unit Cost</u>
<b>ADMINISTRATION &amp; CAPITAL</b>		
001 Administration	\$287.45/RWADA	\$306.63/RWADA
002 Capital/Rental of Facilities	\$123.66/RWADA	\$133.88/RWADA
<b>ADMINISTRATIVE SERVICES</b>		
313 Shared HR Manager	\$173,642/FTE	\$180,182/FTE
329 Attendance Supervisor	\$70/Hour	\$72/Hour
614 Labor Relations	\$22,650/District	\$24,181/District
Labor Relations - Unemployment Service	\$5,390/District	\$5,650/District
Labor Relations - Salary Surveys	\$4,500/District	\$4,600/District
Labor Relations - Superintendent Hearings	\$5,225/District	\$5,480/District
634 Coordinated Roch. Area Sch. Health Plan I	\$31.66/Plan	\$32.43/Plan
Coordinated Roch. Area Sch. Health Plan II	\$52.55/Plan	\$53.85/Plan
Coordinated Roch. Area Sch. Workers' Comp.	District Specific	District Specific
652 Cooperative Bidding	\$428/Bid	\$438/Bid
Cooperative Bidding - Electric	\$1,252/Bid	\$1,283/Bid
Cooperative Bidding - Fine Paper	\$649/Bid	\$665/Bid
Cooperative Bidding - Food	\$2,528/Bid	\$2,591/Bid
Cooperative Bidding - Natural Gas	\$1,395/Bid	\$1,429/Bid
<b>BOCES 4 SCIENCE</b>		
502 BOCES 4 Science	Varies by Kit	Varies by Kit
<b>CAREER &amp; TECHNICAL EDUCATION</b>		
101 Career & Technical Education	\$12,525/Student	\$13,140/Student
<b>CENTER FOR WORKFORCE DEVELOPMENT</b>		
401 High School Equivalency/Equivalent Attendance	\$3,745/Student	\$3,850/Student
413 Alternative High School Equivalency	\$3,745/Student	\$3,850/Student
420 Early College Access	N/A	\$1.00/RWADA + Base
521 Post-Sec Readiness/Workforce (MCBEA)	N/A	\$1,500/District
<b>COMMUNICATION &amp; TECHNOLOGY SERVICES</b>		
328 Computer Education Coordinator	\$71,735/.6 FTE	\$75,260/.6 FTE

<u>Co-Ser</u>	<u>Service</u>	<u>Adopted 2025-2026 Unit Cost</u>	<u>Proposed Adopted 2026-2027 Unit Cost</u>
<b>COMMUNICATION &amp; TECHNOLOGY SERVICES (cont.)</b>			
430	Distance Learning GCN Online Tutorials	\$2.88/RWADA + Base \$2,200/District	\$3.02/RWADA + Base \$2,275/District
508	Educational Communications	\$4.55/RWADA	\$4.65/RWADA
513	Library Automation	\$7,160/Site	\$7,425/Site
524	Technology Staff Development Instructional Technology Specialist	\$2.74/RWADA + Base \$53,140/District	\$2.82/RWADA + Base \$55,530/District
525	Instructional Computing Guidance Information Systems Shared Technician	\$4.14/RWADA + Base As Specified by District \$105,915/FTE	\$4.31/RWADA + Base As Specified by District \$112,610/FTE
527	Equipment Repair Assistive Technology	\$13.49/RWADA + Base \$16,455/District	\$14.00/RWADA + Base \$17,345/District
528	Printing	District Job Specific	District Job Specific
530	Media Library Library On-Line Resources	\$5.24/RWADA + Base \$1,150/District + Add ons	\$8.00/RWADA + Base + Add ons N/A
601	Records Management	\$5.66/RWADA	\$6.25/RWADA
608	Instructional Support Network	\$4.82/RWADA + Base	\$5.00/RWADA + Base
615	Public Information Services Video Production	\$26,105/Day/Wk/Yr \$6,895/District	\$27,675/Day/Wk/Yr \$7,175/District
<b>CURRICULUM &amp; PROFESSIONAL DEVELOPMENT</b>			
512	Cooperative School Improvement (Base Fee)	\$7,478/District	\$7,776/District
541	Grant Writing	\$3,021/District	\$3,110/District
653	Teacher Immersion Fellowship Program	\$5,858/District	\$6,091/District
<b>DEPARTMENT FOR EXCEPTIONAL CHILDREN</b>			
202	Classified Tutoring Program - Special Ed Home Based Tutoring - Special	\$48.78/Hour \$51.93/Hour	\$51.00/Hour \$54.15/Hour
203	12:1:2 Program 12:1:1 Transition Program 12:1:2 Community and Career Readiness (CCR) 12:1:2 Community and Transition Readiness (CTR)	\$55,420/Student \$57,597/Student \$19,518/Student NA	\$61,936/Student \$59,760/Student \$24,593/Student \$26,938/Student
204	8:1:1 CASS	\$59,796/Student	\$64,068/Student

<u>Co-Ser</u>	<u>Service</u>	<u>Adopted 2025-2026 Unit Cost</u>	<u>Proposed Adopted 2026-2027 Unit Cost</u>
<b>DEPARTMENT FOR EXCEPTIONAL CHILDREN (cont.)</b>			
205	6:1:1 Center Based	\$75,249/Student	\$82,560/Student
	6:1:1 Medically Fragile (K - 12)	\$63,354/Student	\$79,005/Student
	6:1:1 Medically Fragile (Transition)	\$64,134/Student	\$65,243/Student
	6:1:1 Professional and Technical Prep (PTP)	\$34,854/Student	\$36,194/Student
211	6:1:2 Complex Needs Program	\$89,865/Student	\$97,811/Student
	6:1:2 Autism Spectrum Disorder (ASD)	\$77,210/Student	\$81,611/Student
N/A	1:1 Classroom Paraprofessional	\$59,724/FTE	\$65,253/FTE
301	Blind/Visually-Impaired Orientation and Mobility	\$9,357/Hr/Wk/Yr \$9,205/Hr/Wk/Yr	\$9,761/Hr/Wk/Yr \$9,617/Hr/Wk/Yr
302	Audiology Services (IEP Hours) Audiology Services (Base Charge FM/DM System) Teacher of the Deaf and Hard of Hearing (DHH) Interpreter	\$10,629/Hr/Wk/Yr \$1,353/Device \$6,424/Hr/Wk/Yr \$107,243/FTE	\$11,100/Hr/Wk/Yr \$1,420/Device \$6,740/Hr/Wk/Yr \$122,868/FTE
303	Occupational Therapy Occupational Therapy - District Based FTE	\$9,673/Hr/Wk/Yr \$177,850/FTE	\$10,151/Hr/Wk/Yr \$186,686/FTE
306	Physical Therapy Physical Therapy - District Based FTE	\$10,179/Hr/Wk/Yr \$166,793/FTE	\$10,663/Hr/Wk/Yr \$174,750/FTE
308	Assistive Technology	\$46,360/Day/Wk/Yr	\$48,624/Day/Wk/Yr
309	Social Worker/Psychologist Social Worker/Psychologist - District Based FTE	\$9,627/Hr/Wk/Yr \$151,469/FTE	\$10,050/Hr/Wk/Yr \$159,000/FTE
311	Consultant Teacher Consultant Teacher/Resource Room - District Base FTE Music Therapy Autism Specialist Art Therapy	\$6,715/Hr/Wk/Yr \$95,050/FTE \$7,148/Hr/Wk/Yr \$10,164/Hr/Wk/Yr \$8,954/Hr/Wk/Yr	\$7,045/Hr/Wk/Yr \$99,330/FTE \$7,502/Hr/Wk/Yr \$10,665/Hr/Wk/Yr \$9,375/Hr/Wk/Yr
315	Itinerant English as a New Language	\$125,065/FTE	\$129,684/FTE
406	Tutorial Services - Gen Ed Home Based Tutoring - Gen Ed	\$48.78/Hour \$51.93/Hour	\$51.00/Hour \$54.15/Hour
517	Transition Services Work-Based Learning	\$28,896/Day/Wk/Yr \$26,653/Pupil	\$30,218/Day/Wk/Yr \$27,964/Pupil
<b>GENERAL EDUCATION</b>			
417	Regional Summer School	As Specified by District	As Specified by District
423	Westside Academy - Jr./Sr. High	\$42,827/Student	\$44,539/Student
427	Recovery High School at Westside	\$42,827/Student	\$44,539/Student
511	Community Schools Resource	\$6.50/RWADA + Base	\$6.70/RWADA + Base

<u>Co-Ser</u>	<u>Service</u>	<u>Adopted 2025-2026 Unit Cost</u>	<u>Proposed Adopted 2026-2027 Unit Cost</u>
<b>MAARS</b>			
520	MAARS - RWADA	\$6.45/RWADA	\$6.80/RWADA
	MAARS - Base	\$3,495/District	\$3,650/District
	MAARS - Test Processing	\$3.49/RWADA	\$3.62/RWADA



Monroe 2-Orleans BOCES  
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9. New Business

3. Resolution to Approve 2026-27 Classroom Lease Template

4. Resolution to Approve 2026 Summer Program Lease Template

2026-27 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/or business with a component district and/or 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. Consent by either party may not be unreasonably withheld. Any interest herein may not be assigned by either party to a third 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 or accommodation with another public entity with similar purpose of the Tenant.

## 2. BREACH OF ONE PROVISION

In the event any term or condition of this Lease should be breached by either 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 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 agrees to give ten (10) calendar days' notice to Tenant with regard to any contemplated structural changes or modifications of the space.

The Landlord is responsible for making all structural, HVAC, exterior, plumbing, electrical, and the like changes and/or repairs. During construction, renovation or the performance of maintenance functions, the Landlord will provide alternate space to Tenant if needed and security for all Tenant's materials, supplies, and equipment.

## 4. COMPLIANCE WITH LAWS

The Landlord covenants that the leased premises are in compliance with all federal, state and local laws and 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. 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.

5. CONFIDENTIALITY

The Landlord and Tenant shall observe and apply the appropriate standard of confidentiality to records and information acquired during the term of the lease or be subject to any and all legal liability. No records shall be disclosed, re-disclosed, or be 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, IDEA Parts B & C, and privacy laws.

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 and/or dangerous and/or defective condition. A dangerous or defective condition including but not limited to damage or injury resulting from snow and ice buildup, rain, and/or melting on sidewalks, and parking lots utilized by Tenant. If the space cannot be used because of fire or other casualty, including but not limited to the conditions referenced in this paragraph, Tenant is not required to pay rent for the time the premises are unusable and/or uninhabitable on the unusable portion of the space. Landlord is responsible to incur costs to repair any and all damaged portions of the building whether 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. This five (5) day period is waived in exigent circumstances and in this instance Landlord has six (6) hours to make repairs.

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. 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 with providing no less than 72 hours' notice, 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.

14. 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.

15. EXCLUSIVITY

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

16. 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.

17. 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.

#### 18. HEALTH AND SAFETY

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

#### 19. INDEMNIFICATION

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

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

#### 20. 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.

The relationship between the parties is not permanent; and Landlord is not economically dependent on Tenant for work.

## 21. 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.

BOCES students, if on the premises, are covered by Tenant insurance policy in the event of an injury on the premises.

## 22. INTEGRATION

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

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

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

## 23. INVALID/SEVERABILITY

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

## 24. LANDLORD OBLIGATIONS

The Landlord further agrees to provide the following at no cost to Tenant:

- (a) Provide Tenant with outside keys and interior keys as applicable and there is no maximum limit to the number of keys. In the event of loss of keys, the Tenant agrees to inform the Landlord immediately. The Tenant also agrees to pay the cost of replacement of individual keys. If in the judgment of the Landlord and competent police authority the building ought to be re-keyed due to the Tenant's negligence or inadvertence, the Tenant agrees to pay the cost of re-keying for the affected areas of the facility. (The cost of re-keying is not to exceed \$500.00.).
- (b) Snow and ice removal of the parking lots and all exterior areas of the building not limited to roofs and sidewalks.
- (c) Trash removal and small or bulk items removed associated with the premises.
- (d) Provide all non-structural common area maintenance upkeep and repairs.
- (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, invitees, 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) 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, grasses and flower beds.
- (o) Provide potable water at the appropriate lead levels.

## 25. LOGO

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

## 26. NON-DISCRIMINATION

BOCES does not discriminate on the basis of age, sex, race, 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 services, employment, programs or activities and provides equal access to Scouting America and other designated youth groups. The following person has been designated to handle complaints/inquiries regarding the BOCES non-discrimination policies: Assistant Superintendent for Human Resources, 3599 Big Ridge Road, Spencerport, New York 14559, 585-352-2420, and is also the Title VII and Title IX Officer. For further information, go to <https://ocrcas.ed.gov/contact-ocr> for the address and phone number of the office that serves your area, or call 1-800-421-3481. Please note that those wishing to file a complaint may also do so through the Department of Education's Office for Civil Rights at <http://www.ed.gov/laws-and-policy/civil-rights-laws/file-complaint>. See also New York State Executive Law 296.

Monroe 2-Orleans BOCES complies with the Americans with Disabilities Act (ADA) which provides access to all its services, programs, activities, and employment for those individuals with a disability. Monroe 2-Orleans BOCES will provide reasonable accommodations and/or appropriate modifications, aides and services as required by law to provide access to individuals with disabilities to its programs, services, employment, and activities. Any individual requesting an accommodation must notify the ADA Compliance Officer at least 72 hours prior to the event or program or activity. BOCES non-discrimination employment policy 1440 and student policy 6460 can be found on the Community Tab. Disability Discrimination Complaint procedure is found in Regulation 2000 and 6461 located on the Monroe 2-Orleans BOCES website under the Community Tab. The designated ADA Compliance Officer is the Assistant Superintendent for Human Resources, 3599 Big Ridge Road, Spencerport NY 14559, 585-352-2420.

#### 27. NON-FUNDING

It is agreed that the BOCES may terminate this agreement and/or reduce the amount paid under this agreement without incurring any penalty and/or future rent payment, with a 30 calendar day written notice in the event that enrollment increases or declines, non-funding by school districts and/or other funding sources (grants), or similar occurrences which cause the continuation of the program to be ceased, paused, abbreviated, impractical, or requests for services change resulting in an increase or decrease of enrollment.

#### 28. NOTICE/SERVICE OF PROCESS

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

### 29. PART Z CHEMICALS

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

### 30. PEACEFUL USE

The Tenant's use of facilities shall be limited to those areas as specified above. The Landlord further covenants that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid shall and may peacefully and quietly have, hold and enjoy the said premises for the term aforesaid, provided however, that this covenant shall not be conditioned upon the retention of title to the premises by the Landlord.

### 31. RENTAL

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

### 32. SALE OF BUILDING

If the building is placed up for sale or the building is sold during the term of the lease, Tenant will be given a right of first refusal. If Tenant declines to exercise its option to purchase the premises, the Landlord agrees to require the new Landlord to assume all of the terms and conditions of this lease with Tenant for the duration of the lease.

### 33. SPACE

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

### 34. SUBCONTRACTING

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

35. TERM

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

36. TERMINATION

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

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

37. USAGE

The Tenant is free to use the space 365 days 24 hours per day, even if the Landlord's facility would otherwise be closed.

38. USAGE CHANGES

It is further understood if requests for services change, either an increase or decrease, then the number of rooms leased/rented may be altered provided ten (10) workdays 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 \_\_\_\_\_  
Thomas K. Putnam, Ed.D.  
District Superintendent

\_\_\_\_\_ Date

(LANDLORD)

BY \_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_ Date

2026 SUMMER PROGRAMS LEASE 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, a municipal corporation, 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 operational business, instructional and/or academic and/or program 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. Any interest herein may not be assigned by either party to a third 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 above or if such underletting is in connection with a partnership with another public entity with similar purpose of the Tenant.

## 2. BREACH OF ONE PROVISION

In the event any term or condition of this Lease should be breached by either 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 thirty (30) days' notice to Tenant with regard to any contemplated structural changes or modifications of the space. The Tenant agrees to provide for repair of broken glass in any exterior 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 in writing within ten (10) days of the Tenant's request. The Landlord is responsible for making any and all structural, HVAC, exterior, plumbing, electrical, and the like changes and/or repairs to the premises. During construction, renovation or the performance of maintenance functions, the Landlord will provide space, if needed, and security for all Tenant's materials, supplies, and equipment.

## 4. COMPLIANCE WITH LAWS

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

sole cost and expense. The Landlord shall furnish to the Tenant any and all reports filed with or received from federal and state governmental agencies, when filed or received, with respect to such matters described in this paragraph.

5. CONFIDENTIALITY

The Landlord and Tenant shall observe and apply the appropriate standard of confidentiality to records and information acquired during the term of the lease or be subject to any and all legal liability. No records shall be disclosed, re-disclosed, or be 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, and IDEA Parts B and C.

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 Landlord.

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 shall assign \_\_\_\_\_ as the contact person to correspond with. Tenant shall assign \_\_\_\_\_ as the 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 and any and all dangerous or defective condition(s). 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 or dangerous condition, 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 to repair any damaged portion of the building interior or exterior due to the dangerous condition 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 and labor costs 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 at no additional cost to Tenant:

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

### 14. ENTER SPACE

The Tenant agrees that the Landlord, the Landlord's agents and other representatives shall have the right to enter into and upon said space, or any part thereof, with a Tenant representative

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

15. ENTIRE LEASE

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

16. EXCLUSIVITY

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

17. GOVERNING LAW

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

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

18. HEADINGS

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

19. HEALTH AND SAFETY

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

## 20. INDEMNIFICATION

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

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

## 21. INDEPENDENT CONTRACTOR

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

All personnel referred to Tenant pursuant to this Lease shall be considered Landlord's employees only. Landlord will assume sole and exclusive responsibility for payment of wages to its

personnel for services to Tenant; for withholding appropriate income taxes, paying federal social security taxes and unemployment insurance, and maintaining worker's compensation coverage; and for otherwise discharging its obligation as an employer.

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

The relationship between the parties is not permanent; and Provider is not economically dependent on BOCES for work.

## 22. INSURANCE

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

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

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

## 23. INTEGRATION

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

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

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

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

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

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

Monroe 2-Orleans BOCES complies with the Americans with Disabilities Act (ADA) which provides access to all its services, programs, activities, and employment for those individuals with a

disability. Monroe 2-Orleans BOCES will provide reasonable accommodations and/or appropriate modifications, aides and services as required by law to provide access to individuals with disabilities to its programs, services, employment, and activities. Any individual requesting an accommodation must notify the ADA Compliance Officer at least 72 hours prior to the event or program or activity. BOCES' non-discrimination policy 1440 and 6460 related to students can be found on the Community Tab. Disability Discrimination Complaint procedure is found in Regulation 2000 and 6461 located on the Monroe 2-Orleans BOCES website under the Community Tab. The designated ADA Compliance Officer is the Assistant Superintendent for Human Resources, 3599 Big Ridge Road, Spencerport NY 14559, 352-2420.

27. NON-FUNDING

It is agreed that the BOCES may terminate this agreement and/or reduce the amount paid under this agreement without incurring any penalty and/or future rent payment, with a 30 calendar day written notice in the event that enrollment increases or declines, non-funding by school districts and/or other funding sources (grants), or similar occurrences which cause the continuation of the program to be ceased, paused, abbreviated, impractical, or requests for services change resulting in an increase or decrease of enrollment.

28. NOTICE/SERVICE OF PROCESS

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

### 29. PART Z CHEMICALS

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

### 30. PEACEFUL USE

The Tenant's use of facilities shall be limited to those areas as specified in paragraph 33. The Landlord further covenants that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid shall and may peacefully and quietly have, hold and enjoy the said premises for the term aforesaid, provided however, that this covenant shall not be conditioned upon the retention of title to the premises by the Landlord.

### 31. RENTAL

The Tenant shall pay as and for rent of said premises the rate of (\$ rate) per square foot for a total of (\$total) yearly. The rent is payable in (# of ) installments, (\$----) and (\$----) upon invoice from Landlord to [invoices@monroe2boces.org](mailto:invoices@monroe2boces.org) and payable to the Landlord's School District Treasurer.

### 32. SALE OF BUILDING

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

### 33. SPACE

The Landlord agrees to lease to Tenant the following space: (State room names or numbers, areas, common areas, and state square footage total).

### 34. SUBCONTRACTING

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

35. TERM

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

36. TERMINATION

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

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

37. USAGE

The Tenant may utilize the space for an entire twelve (12) month calendar year, on school breaks, on holidays, and days the Landlord's facilities are otherwise closed.

38. USAGE CHANGES

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

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

IN 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 \_\_\_\_\_  
Thomas K. Putnam, Ed.D.  
District Superintendent  
Date \_\_\_\_\_

(LANDLORD)

BY \_\_\_\_\_  
Date \_\_\_\_\_

9. New Business

5. Resolution to Accept Corrective Action Plan



**Finance  
Office**

Steve Roland  
Deputy Superintendent  
for Finance and Operations

Tel: (585) 352-2412  
Fax: (585) 352-2756  
sroland@monroe2boces.org

**Monroe 2-Orleans BOCES Corrective Action Plan  
Comptroller’s Audit 2025M-134  
Period Covered: June 1, 2023 – July 10, 2025  
March 2026**

**Recommendation No. 1**

*The Monroe 2-Orleans BOCES Board of Education (Board) and Assistant Superintendent should establish and implement written policies and procedures for the assignment, inventory, monitoring, and deactivation of MiFi’s that include defined roles and responsibilities.*

**Corrective Action:**

Formal written procedures are being developed. These procedures will outline the process for MiFi approval, inventory and usage monitoring, and deactivation. MiFi approval will require the approval of the Business Official and Supervising Manager of CaTS; currently MiFi’s are approved at the Department level. We have already reduced the number of BOCES owned MiFi’s as the result of this Audit.

**Implementation Date:**

September 1, 2026

**Person(s) Responsible for Implementation:**

Business Official  
Asst Business Official  
Supervising Manager, CaTS

**Recommendation No. 2**

*The Assistant Superintendent should ensure component school districts are provided with sufficient MiFi inventory and usage information to properly plan for and request the services they are paying Monroe 2-Orleans BOCES for.*

**Corrective Action:**

The BOCES Business Office provides its component school districts with backup documentation along with their monthly BOCES Billing. The documentation shows the specific MiFi identification number and its associated monthly cost and actual usage. It is a component school district decision to maintain, delete, or add MiFi devices.

**Implementation Date:**

This recommendation was implemented September 2025

**Person(s) Responsible for Implementation:**

Business Official  
Supervising Manager, CaTS  
Billing Specialist

Respectfully submitted,

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Thomas K. Putnam, Ed.D.  
District Superintendent

---

Dennis Laba  
President, BOCES Board

9. New Business

6. Resolution to Accept Capital Project Bid



May 13<sup>th</sup>, 2026

Board Members  
Dr. Thomas Putnam, Superintendent of Schools  
Monroe 2 – Orleans BOCES  
3599 Big Ridge Road  
Spencerport, New York 14559

**Re: Monroe 2 – Orleans BOCES – Welding Lab Project  
Letter of Recommendation for Construction Contracts**

Dear Board Members,

The District, Labella Associates, and Campus Construction Management Group received public construction bids at 2:00 PM on Friday, April 17, 2026, for the Monroe 2 Orleans BOCES Welding lab project. The public bids included the general trades, mechanical, and electrical packages.

Campus and Labella have reviewed the bid documents of the low responsible bids for each Prime Contract. Campus and Labella have also conducted pre-award conferences and reconciliation with each of the low responsive bidders.

Contract Number #03 was publicly bid and the lowest responsible bidder, Erie Electric, is currently working on the HVAC renovation project. To protect the districts budget the contract value to Erie Electric will be awarded by Change Order as part of the HVAC project and is thus not part of this recommendation.

Based upon this information and the project team’s input, we are recommending to the Board approval and award of the 2 low responsible bidders. Following this award contracts will be distributed to the listed firms for signature.

Campus CMG and Labella Associates recommend the district award the following prime contracts and respective alternates:

<u>Contract No. 01</u>	General Trades:	D’Agostino General Contractors
	Public Base Bid	\$425,200
	<b>Total for Award</b>	<b>\$425,200</b>

<u>Contract No. 02</u>	Mechanical:	Pipitone Enterprises
	Public Base Bid	\$ 565,000
	<b>Total for Award</b>	<b>\$ 565,000</b>

**The total award amount of our recommendation for Contracts #01 & 02 is \$990,200**



For the District's review and use, the bid tabulation sheets, and summary of bids received on Friday, April 17, 2026, are attached, as well as the budget summary for the project.

We hope this recommendation will meet your needs and assist with the award of contracts. If we can be of any further assistance, please feel free to contact our office.

Sincerely,

Joseph Pallatto  
Sr. Project Manager  
Campus Construction Management Group Inc.

Cc: Monroe 2 Orleans BOCES – Steve Roland, Travis Sleight  
Labella Associates – Stacy Welch, Samantha Keene  
Campus CMG – George Spinaras, Jared Thompson

Attachment(s): Bid Tabulation Sheet Report  
Monroe 2 Orleans BOCES Budget Summary



Campus Construction Management Group Inc.  
**Building on Knowledge**

1221 Pittsford-Victor Road, Pittsford, New York 14534 • 585.545.6567 • [info@campuscmg.com](mailto:info@campuscmg.com) • [www.campuscmg.com](http://www.campuscmg.com)



9. New Business
  7. Resolution to Accept Donation



REQUEST FORM FOR GIFTS AND/OR DONATIONS TO  
MONROE 2-ORLEANS BOCES

**Section 1**

Board approval is required before accepting any donation. BOCES 2 staff seeking Board approval of a donation must complete Sections 2 through 4 below. Only fully completed forms (both sides) will be presented to the Board for approval. The BOCES 2 Board reserves the right to approve or deny the donation request.

**Section 2**

BOCES 2 Staff Information:

Name of Program: Monroe 2 - Orleans BOCES / Career + Tech Edu.  
Staff Member Name: David Shalke  
Program Supervisor Name: Jennifer DeWitte

**Section 3**

Additional Information:

How will BOCES 2 acquire the donation(s)?

- Donation will be delivered to BOCES location
- BOCES 2 staff will need to pick donation up
  - Who will be responsible for picking up the donated item? \_\_\_\_\_
- A moving company may be required to deliver donated item(s)

Will there be costs associated in acquiring the donation(s)?  YES  NO

If yes, please identify anticipated costs

- Moving expenses
- Installation expenses
- Ongoing maintenance (regular preventative, repair, etc.)

Is the donation(s) in working condition?  YES  NO

How will the donated item be used, benefit the program and/or reduce costs?

Students to be able to work on physical cars in shop that have new technology. This will better prepare them for what they will see out in the workforce.



**Section 4**

**Donor Information:**

Donor Name (Company or Individual): Monroe Community College  
Donor Address: 2485 West Henrietta Rd.  
Contact Person Name (If different from above): Eric Strong, Dept Chair  
Contact Person Phone Number: \_\_\_\_\_  
Contact Person Email Address: estrong@07@monroecc.edu

Description of item(s) to be donated (please include a picture if possible):

See attached

**Internal Use Only:**

Cabinet Member: Jan Koeng  
Approve:  Deny:   
Signature: [Signature] Date: 4/27/26

Assistant Superintendent Name: Tom Schulte  
Approve:  Deny:   
Signature: [Signature] Date: 5/1/26

District Superintendent Name: Tom Putnam  
Approve:  Deny:   
Signature: [Signature] Date: 5/4/26

Monroe 2-Orleans BOCES Board:  
Approve:  Deny:   
Board Meeting Date: \_\_\_\_\_



### Re-Donation Agreement/Receipt (Part 1)

This is a formal request to transfer the donated vehicle/items listed below from one school/training center to another school/training center. It is understood/agreed to by both parties that these items will be used for educational purposes only and have not been, nor will be, licensed, titled or driven on any road, public or private at any time. It is also understood/agreed to that any component or components of a vehicle cannot be used on, or in, any vehicle that will be licensed, titled, or driven on any road, public or private.

#### To Be Completed by the School Originating the Re-donation Request

Email re-donation request to: GMDonations@TrainingSupportAdmin.com

Date of Request: 4/21/2026  
Originating School/Training Center Name: Monroe Community College  
Address: 2485 West Henrietta Road City/State/Zip: 14623  
Phone: 585-292-3741 Fax: \_\_\_\_\_ Email: estrong007@monroecc.edu

Date of Request: 4/21/2026 Original GM Donation Number: \_\_\_\_\_  
Recipient School/Training Center Name: Monroe 2 Orleans BOCES  
Address: 3589 Big Ridge Road City/State/Zip: Spencerport, NY  
Phone: 1-585-352-2459 Contact: Dave Shalke Email: dshalke@monroe2boces.org

#### Description of Item:

Other: \_\_\_\_\_  
Year: 2018 Model: GMC Terrain  
VIN: 3GKALVEX0JL183844 Odometer Reading: na

Condition of Item: (circle one) Good Fair Poor

Comments: (i.e. missing parts): \_\_\_\_\_

Vehicle Re-Donation Age Guidelines: Appropriate vehicle age and type of school to receive the donation are identified below.  
**IMPORTANT:** Item(s) **CANNOT BE TRANSFERRED** until the agreement has been signed by the gaining school and the transfer has been approved by the Donations Coordinator.

Vehicles that are 1 – 5 Model Years Old:  
Vehicles can only be donated to GM ASEP, ASE Education Foundation accredited high schools and ACDelco Training Facilities.

Vehicles that are 6 – 10 Model Years Old:  
Vehicles should be down-donated to ASE Education Foundation accredited high schools), ACDelco Training Facilities or other accredited learning institutions.

Vehicles that are Over 10 Model Years Old:  
Vehicles should be down-donated to accredited learning institutions, not-for-profit schools, or should be scrapped.  
**Note: If a school cannot be identified for re-donation based on the criteria above, please contact the Donation Coordinator.**





### Re-Donation Agreement/Receipt (Part 1)

This is a formal request to transfer the donated vehicle/items listed below from one school/training center to another school/training center. It is understood/agreed to by both parties that these items will be used for educational purposes only and have not been, nor will be, licensed, titled or driven on any road, public or private at any time. It is also understood/agreed to that any component or components of a vehicle cannot be used on, or in, any vehicle that will be licensed, titled, or driven on any road, public or private.

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Originating School/Training Center Name: Monroe Community College  
Address: 2485 West Henrietta Road City/State/Zip: 14623  
Phone: 585-292-3741 Fax: \_\_\_\_\_ Email: estrong007@monroecc.edu

Date of Request: 4/21/2026 Original GM Donation Number: \_\_\_\_\_

Recipient School/Training Center Name: Monroe 2 Orleans BOCES  
Address: 3589 Big Ridge Road City/State/Zip: Spencerport, NY  
Phone: 1-585-352-2459 Contact: Dave Shalke Email: dshalke@monroe2boces.org

#### Description of Item:

Other: \_\_\_\_\_

Year: 2016 Model: Chevy Camaro

VIN: 

1	G	I	F	H	I	R	7	X	G	0	1	2	9	9	4	2
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

 Odometer Reading: na

Condition of Item: (circle one)      Good      Fair      Poor

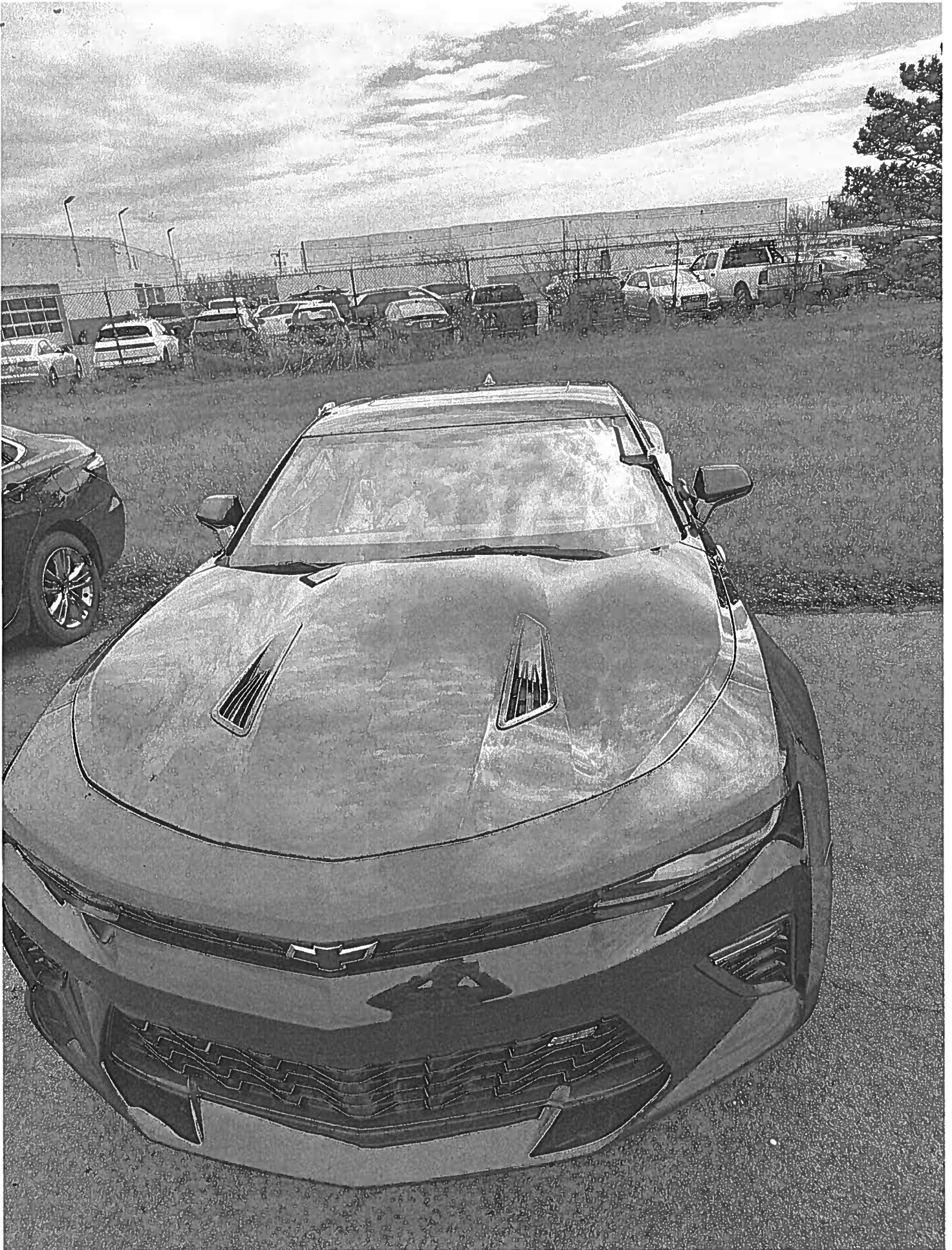
Comments: (i.e. missing parts): \_\_\_\_\_

Vehicle Re-Donation Age Guidelines: Appropriate vehicle age and type of school to receive the donation are identified below.  
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Vehicles that are 6 – 10 Model Years Old:  
Vehicles should be down-donated to ASE Education Foundation accredited high schools), ACDelco Training Facilities or other accredited learning institutions.

Vehicles that are Over 10 Model Years Old:  
Vehicles should be down-donated to accredited learning institutions, not-for-profit schools, or should be scrapped.  
Note: If a school cannot be identified for re-donation based on the criteria above, please contact the Donation Coordinator.





### Re-Donation Agreement/Receipt (Part 1)

This is a formal request to transfer the donated vehicle/items listed below from one school/training center to another school/training center. It is understood/agreed to by both parties that these items will be used for educational purposes only and have not been, nor will be, licensed, titled or driven on any road, public or private at any time. It is also understood/agreed to that any component or components of a vehicle cannot be used on, or in, any vehicle that will be licensed, titled, or driven on any road, public or private.

#### To Be Completed by the School Originating the Re-donation Request

Email re-donation request to: GMDonations@TrainingSupportAdmin.com

Date of Request: 4/21/2026  
Originating School/Training Center Name: Monroe Community College  
Address: 2485 West Henretta Road City/State/Zip: 14623  
Phone: 585-292-3741 Fax: \_\_\_\_\_ Email: estrong007@monroecc.edu

Date of Request: 4/21/2026 Original GM Donation Number: \_\_\_\_\_  
Recipient School/Training Center Name: Monroe 2 Orleans BOCES  
Address: 3589 Big Ridge Road City/State/Zip: Spencerport, NY  
Phone: 1-585-362-2459 Contact: Dave Shalke Email: dshalke@monroe2boces.org

#### Description of Item:

Other: \_\_\_\_\_  
Year: 2017 Model: GMC Sierra Diesel  
VIN: 1GT12UEY6HF214598 Odometer Reading: na  
Condition of Item: (circle one) Good Fair Poor  
Comments: (i.e. missing parts): \_\_\_\_\_

Vehicle Re-Donation Age Guidelines: Appropriate vehicle age and type of school to receive the donation are identified below.  
**IMPORTANT:** Item(s) CANNOT BE TRANSFERRED until the agreement has been signed by the gaining school and the transfer has been approved by the Donations Coordinator.

Vehicles that are 1 – 5 Model Years Old:  
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Vehicles that are Over 10 Model Years Old:  
Vehicles should be down-donated to accredited learning institutions, not-for-profit schools, or should be scrapped.  
**Note:** If a school cannot be identified for re-donation based on the criteria above, please contact the Donation Coordinator.



9. New Business
8. Resolution to Accept License Agreement for Space at Rochester Tech Park (walk in))

9. New Business

9. Resolution to Accept Turner Drive Amendment (walk in)

10. Personnel and Staffing

1. Resolution to Approve Personnel and Staffing Agenda

10. Personnel and Staffing

2. Resolution to Create Positions

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

- 1.0 FTE Associate Director of Post-Secondary Pathways, 12 months/year
- 1.0 FTE Business & Education Alliance Coordinator, 12 months/year
- 3.0 FTE Early College Access Specialist, 10 months/year
- 1.0 FTE Grants and Budget Analyst, 12 months/year

11. Bids/Lease Purchases

1. Resolution to Accept Cooperative Pest Control
2. Resolution to Accept Erie 1 BOCES 2026-2027 Instructional Technology State- Wide Licensing Agreements
3. Resolution to Accept Erie 1 BOCES Board Resolution for the 2026-27 Distance Learning State-Wide Agreements

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

BID RECOMMENDATION

COOPERATIVE PEST CONTROL SERVICES

Bid #RFB-2169-26 was opened on March, 26 2026, at 2:00 p.m. My recommendation for the award of this contract is as follows:

Optimum Pest Pros LLC.                      \$12,000.00

Bids obtained: 24

Bids returned: 4

BID ANALYSIS

The bid for Cooperative Pest Control Service has been recommended for award to the lowest responsive and responsible bidder that met all the required bid specifications. This service will be used by O&M for all BOCES facilities.

Funds to be provided from the 2026-2027 Operation and Maintenance budget.

May 1, 2026  
Date

  
\_\_\_\_\_  
Director of Procurement

## BOARD RESOLUTION

WHEREAS, It is the plan of a number of BOCES districts in New York, to consent to jointly enter into an agreement for the 2026 – 2027 fiscal year, for 3P Learning, 7 Mindsets Academy, A+ Educators dba Woz ED, Accelerate Learning, Age of Learning, Inc, Aha Moments, Inc., Airia Holdings LLC dba Brain Freeze LLC, American Reading, Amplify Education, Inc., Apple, Ativion (formerly Impero Software), B.E. Publishing, Beable Education, Benchmark Education Company LLC, Blocksj, Boddle Learning Inc., Boom Learning, Brain Pop, Branching Minds LLC, Breakout EDU, Bright Village Ventures LLC, Brisk Labs Corp., Carahsoft, Carnegie Learning, CDW Lightspeed Soutions LLC dba Lightspeed Systems, CEED, Inc., Cengage Learning, Inc. (formerly Gale), CentralReach, LLC, CharmTech Labs, LLC, Classwork.com dba Work on Learning, Inc., CMS Neptune, Code.org, CodeCombat, CodeHS, Inc., Code Monkey, Coder Kids, Inc. DBA Ellipsis Education, Committee for Children, Concourse Tech Inc., Cordance Operations LLC dba Hapara, Creative Empire dba Mango Languages, Curipod Inc., Curriculum Associates, Deeloh Technologies, Inc. (DBA Extempore), Defined Learning, Delta Math Solutions, Digital Respons-Ability, Discovery Education, Drone Sports Inc., DroneBlocks LLC, EBSCO, EdforTech Alliance, EdforTech Corp., Edia Learning, EdTechLive dba LessonLoop, Edmentum, EdPuzzle, Education Advanced, Education, Training and Research Associates (ETR), Educational Vistas, EduPlanet21, eDynamic Holdings, LP, Electronic Gaming Federation, Elemetari LLC, EliteGamingLive, Encyclopedia Britannica, Inc., Ereflect Inc, eSpark Learning Inc., EverFi, Family Zone dba Linewize, Faria (Rubicon West, Inc.), Find Your Grind Inc., Flint, Forward Education, Frontline Technologies Group, Genially, Grammar Flip, LLC, Great Minds PBC, Harris Education Solutions (eDoctrina), Hello World CS, Hiperware Labs, Hive Class, Inc., HMH Education Company (formerly Houghton Mifflin Harcourt), imagiLabs AB, Imagine Learning LLC, Immersed Games, Infobase Holdings, Instructional Empowerment Inc. dba Marzano Evaluation Center, Instructure, Intelitek Inc. (Coder Z), iSafe, iStation (Imagination Station), IXL Learning, Just Right Reader, Kahoot! ASA, Khan Academy, Kialo GmbH, Kiddom, Kinems, Kira Learning, Knowt Inc., Koalluh, Inc. dba LitLab.ai, Kognity, US, Inc., Lazel, Inc., a Cambium Learning Group company (Formerly ExploreLearning and Learning A-Z), Learn By Doing, Learnics, Learning Ally, Learning Explorer Inc. , Learning Without Tears, Learning.com, Legends of Learning, LEGO Brand Retail, Inc. dba Lego Education, Lexia Learning Systems LLC, Liminex Inc. dba GoGuardian and Pear Deck Learning, Linkit, Local Impact, Logisoft Computer Products, LLC, MagicSchool Inc., Maia Learning, Makers Empire, Mathspace Inc., MantisEDU Inc., McGraw Hill, Merlyn Mind Inc., Mind Education, Moby Max Education, Mosa Mack Science, Inc., Mr. Elmer LLC, MusicFirst, Newsela, NextWave Stem, No RedInk, Noiz Ivy, Inc. dba OYOclass.com, Notable dba Kami, Panorama Education, Pearson, Performance Learning Systems dba PLS 3rd Learning, Platform Athletics, LLC, Play Vs Inc. (acquitted by High School eSports League), PowerSchool Holdings, LLC dba PowerSchool Group LLC, Prometric, Prisms of Reality Inc., ProSolve, LLC, Quaver, Radish Education dba Magma Math, Reading Horizons, Renaissance Learning, Rethink Autims dba Rethink ED, Right Reason Technologies, Ripple Effects, Riverside Assessments LLC dba Riverside Insights (formerly Aperture Education LLC), RocketLit Inc., Robo Wunderkind, Rocket Drones, Inc., SAM Labs, SAY IT Labs Inc, SchoolAI,

SchoolBeat (formerly MooZoom), SchoolLinks, SchoolStatus LLC (formerly SchoolBinder dba TechBoost), Scoir, Securly Inc., SeeSaw Learning, SkillStruck Inc., Smart Science Education (acquired by Pitsco Education, Inc.), Springbay Studio Ltd., STEM SIMS, Study.com LLC, Suntex, Superluminal Technology, Inc. dba Passport for Good, Tech4Learning, TechRow, Tequipment, The Language Express dba Brighten Learning, Thimble.io, Think Group Holdings, Inc. dba Frenalytics, Think Tech Solutions, Thriving Students Collective Inc., TinkRworks, Inc., Tools For Schools, TouchMath Acquistion LLC dba TouchMath LLC, TrueMark Systems Corporation, Unruly Studios Inc., Varsity Tutors for Schools (Nerdy), Vernier Science Education, Vivi, LLC, Wakelet, Wallwisher, Inc. dba Padlet, Waterford, Wayground (formerly Quizizz, WeVideo, WhyMaker, William H. Sadlier, Inc, World Book, Inc., World Wide Scholastic eSports Foundation (NASEF), XAP Corporation, Xello, YourWay Learning (LINC, Learning Innovation Catalyst),YouScience, LLC, zSpace Inc.

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

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

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

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

#### CERTIFICATION

It is hereby certified that the above motion was approved by the Monroe 2 – Orleans BOCES Board at its meeting, duly noticed, held on May 13, 2026.

Dated \_\_\_\_\_, 2026 \_\_\_\_\_

Board Clerk

BOARD RESOLUTION

WHEREAS, It is the plan of a number of BOCES districts in New York, to consent to jointly enter into an agreement for the 2026-2027 fiscal year for BookNook Inc., Connections Education LLC dba Pearson Virtual Schools, D2L Ltd., Edmentum, eDoctrina, Educere, Florida Virtual School (FlexPoint Education), Fullmind (Formerly iTutor), Imagine Learning LLC, Instructure, Inc., Kaltura, MGRM Pinnacle, MyVRSpot (dba MyVideoSpot), Panapto, Inc., PowerSchool, Right Reason Technologies, Spider Learning, Inc., Tutor Me Education, Varsity Tutors for Schools LLC

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

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

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

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

CERTIFICATION

It is hereby certified that the above motion was approved by the Monroe 2- Orleans BOCES Board at its meeting, duly noticed, held on Wednesday, May 13, 2026.

Dated \_\_\_\_\_, 2026

\_\_\_\_\_  
Board Clerk

12. Student Board Member Report – Xavier Williams

13. Executive Officer's Reports

1. Albany D.S. Report

2. Local Update

#### 14. Upcoming Meetings/Calendar Events

- May 13 6:00 pm Regular Board Meeting ESC PDC 1-2
- May 14 1:00 pm Student Art Show Brockport HS -019
- May 20 6:00 pm CTE Honors Ceremony ESC, PDC
- May 25 Memorial Day BOCES Closed
- May 27 5:30 pm MCSBA Annual Meeting Strathallan
- June 6 11:00 am SEPTO Family Fun Fair ESC, PDC
- June 8 7:00 pm Special Education Moving On ESC,PDC
- June 9 6:00 pm Spencerport Board Meeting Cosgrove
- June 11 Noon Board Officer Agenda Review TBD
- June 15 6:00 pm CTE Recognition Ceremony SUNY Brockport
- June 17 10:00 am Project Search Graduation ESC,PDC
- June 19 Juneteenth Holiday BOCES Closed
- June 24 1:00 pm Westview Graduation ESC, PDC

#### 15. Other Items

#### 16. Executive Session

#### 17. Adjournment