

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

There will be a Regular Meeting of the Board of Cooperative Educational Services on Wednesday, June 15, 2022, at 6:00 p.m. at the Richard E. Ten Haken Educational Services Center, 3599 Big Ridge Road, Spencerport, New York 14559, Professional Development Center.

Anticipated Executive Session immediately following the regular board meeting to discuss the employment history of a particular person(s) and collective negotiations pursuant to article 14 of the Civil Service Law.

BOARD MEMBERS

Dennis Laba, President

R. Charles Phillips, Vice President

John Abbott

Cindy Dawson

Kathleen Dillon

Gerald Maar

Michael May

Mark Porter

Heather Pyke

AGENDA

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Agenda Item(s) Modifications
4. Approval of Minutes: May 11, 2022, Regular Meeting Minutes
5. Public Interaction
6. Financial Reports
 1. Resolution to Accept Treasurer's Report
 2. Resolution to Accept WinCap Report
 3. Internal Claims Exception Log (Vicki Amoroso)
 4. Annual Vehicle Inventory
7. Board Presentation – BOCES 4 Science Program Update, Director Steve Montemarano
8. Old Business - BOCES 4 Science Lease discussion
9. New Business
 1. Resolution to Approve 2022-23 Classroom Lease Template
 2. Resolution to Authorize Funding the Career Technical Education Equipment Reserve Fund up to \$150,000.00
 3. Resolution to Authorize Funding the Teachers' Retirement Contribution Reserve Sub-Fund Up To \$430,882.00
 4. Resolution to Authorize Funding the Retirement Contribution Reserve up to \$1,000,000.00
 5. Resolution to Approve Extension of the Aramark Contract (*will be walked in*)
 6. Resolution to Accept Donation of HP Gen8 Servers and Cisco Switches and ASA's from ASP & Associates.
10. Personnel and Staffing
 1. Resolution to Create Positions
 2. Resolution to Approve Personnel and Staffing
 3. Resolution to Approve Teacher Aide/Student Behavioral Assistant Contract

11. Bids/Lease Purchases

1. Resolution to Accept Cooperative Pest Control Services Bid
2. Resolution to Accept Cooperative Natural Gas Bid
3. Resolution to Accept 2022 Ford Transit Wagon 150 XL Bid (3 units)
4. Resolution to Accept Erie 1 Instructional Technology State Wide Licensing Agreements - FY 2022-2023
5. Resolution to Accept Erie 1 Distance Learning State Wide Licensing Agreements - FY 2022-2023
6. Resolution to Accept participation in Joint Municipal Cooperative Bidding Program with Eastern Suffolk BOCES – FY 2022-2023

12. Executive Officer's Reports

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

13. Committee Reports

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

14. Upcoming Meetings/Calendar Events

June 11	8:00 am MCSBA New Member Governance Training (DoubleTree)
June 13	7:00 pm Special Education Moving On Ceremony (ESC)
June 14	4:30 pm New Board Member Orientation (ESC)
June 15	6:00 pm Board Meeting (ESC, PDC 1 & 2)
June 16	6:00 pm CTE Recognition Ceremony (Gates Chili Campus Field)
June 23	4:00 pm Retiree Recognition Event (ESC)
July 06	Noon Board Officer Agenda Review
July 13	Noon Reorganizational Board Meeting/Regular Board Meeting followed by Audit Committee Meeting

15. Other Items

16. *Executive Session*

17. Adjournment

1. Call the Meeting to Order

2. Pledge of Allegiance

3. Agenda Item(s) Modifications

4. Approval of Minutes: May 11, 2022, Regular Meeting Minutes

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

Minutes of the Regular Meeting of the Board of Cooperative Educational Services, Second Supervisory District of Monroe and Orleans Counties, held on May 11, 2022 at 6:00 p.m. at the Richard E. Ten Haken Educational Services Center, Spencerport, New York 14559.

Members Present:

Dennis Laba, President	Gerald Maar
R. Charles Phillips, Vice President	Michael May
Kathleen Dillon (remote)	Heather Pyke

Absent:

John Abbott, Cindy Dawson, Mark Porter

Staff Present:

Jo Anne Antonacci	
Karen Brown	
Steve Dawe	Steve Roland
Ian Hildreth	Dr. Michelle Ryan
Kelly Mutschler	Thomas Schulte

1. Call the Meeting to Order

The meeting was called to order by President Dennis Laba at 6:00 p.m.

2. Pledge of Allegiance

3. Agenda Modifications - there were no agenda modifications

4. Approval of Minutes

Resolved: To Approve the Minutes of the April 13, 2022, Regular Meeting Minutes as presented.

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

5. Public Interaction – There was no public interaction.

6. Financial Reports

Resolved: To Accept the Treasurer’s Report and WinCap Report as presented

Moved by M. May, seconded by H. Pyke; passed unanimously

Resolved: To Accept the and WinCap Report as presented

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

7. Board Presentation – Exceptional Children Supervisor Robert Nells presented a Ridgcrest Academy program update. The board asked questions and thanked Mr. Nells for the presentation. Mr. Nells left the meeting at 6:14 p.m.

8. Old Business - none

9. New Business

1. Resolved: To Waive Second Reading and Approve Various Policies for Annual Review
2. Resolved: To Waive Second Reading and Approve Policy 1348 Reorganizational Meeting
9.1-2 Moved together by M. May, seconded by G. Maar; passed unanimously
3. Resolved: To Approve 2022-23 Monroe 2-Orleans BOCES Proposed Adopted Budget
Moved by G. Maar, seconded by H. Pyke; passed unanimously
4. Resolved: To Approve 2022 Lease Template – Summer Programs
Moved by M. May, seconded by C. Phillips; passed unanimously
5. Resolved: To Approve Chemical Hygiene Plan for 2022-23 School Year
Moved by H. Pyke, seconded by G. Maar; passed unanimously
6. Resolved: To Accept Donation of Various Machining Tools from Mary P. Mueller
Moved by M. May, seconded by H. Pyke; passed unanimously
7. Resolved: To Accept Donation of Two Picnic Tables from Dillon Adams
Moved by C. Phillips, seconded by H. Pyke; passed unanimously
8. Resolved: To Approve Contract Amendment
Moved by G. Maar, seconded by H. Pyke; passed unanimously

10. Audit Committee

1. Resolved: To Approve 2022-23 Audit Committee Members: John Abbott, Dennis Laba, Michael May, R. Charles Phillips
Moved by M. May, seconded by C. Phillips: passed unanimously

11. Personnel and Staffing

1. Resolved: To Approve the Personnel and Staffing Agenda as presented
Moved by G. Maar, seconded by H. Pyke; passed unanimously
2. Resolved: To Approve the Agreement between District Superintendent and Administrative Assistant to the District Superintendent/Board Clerk as presented
Moved by C. Phillips, seconded by M. May; passed unanimously
3. Resolved: To Approve the Agreement between District Superintendent and District Treasurer Manager as presented
Moved by G. Maar, seconded by H. Pyke; passed unanimously

12. Bids/Lease Purchases

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

1. Cooperative Classroom Supplies Bid

Quill	\$3,314.35
W.B. Mason	\$1,287.49
Cascade School Supplies	\$1,116.02
Pyramid School Products	\$981.81
National Art & School Supplies	\$857.09
School Specialty Inc.	\$726.27

2. Cooperative Calculators Bid

Quill Corporation	\$1,826.86
Cascade School Supplies	\$31.50

3. Equipment Lease-Purchase For the Benefit of Gates Chili Central School District

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DESCRIPTION OF EQUIPMENT:

E-Studio 478S – 19

E-Studio 6518A – 20

E-Studio 6516ACT – 6

E-Studio 3515AC – 7

Cost of the Equipment:	\$238,385.40
Finance Cost:	\$.00
Total Cost	\$238,385.40

DISTRICT INSTALLMENT PAYMENT SCHEDULE

Payment Amount

FY 21/22 (1 month)	\$ 3,973.09 (billed monthly)
FY 22/23	\$47,677.08 (billed monthly)
FY 23/24	\$47,677.08 (billed monthly)
FY 24/25	\$47,677.08 (billed monthly)
FY 25/26	\$47,677.08 (billed monthly)
FY 26/27 (11 months)	\$43,703.99 (billed monthly)

- WHEREAS**, the Monroe 2-Orleans BOCES desires to secure for its use the equipment listed below; and

WHEREAS, MONROE 2-ORLEANS BOCES is willing to arrange for the installment purchase of the Equipment (which includes an equipment lease purchase) for the price and on the terms listed below.

NOW, THEREFORE, be it resolved as follows:

1. MONROE 2-ORLEANS BOCES is authorized to enter into an agreement (the "Installment Purchase Agreement") with Eastern\Xerox.
2. The Purchasing Agent is authorized to approve the final form and terms of and to execute, on behalf of MONROE 2-ORLEANS BOCES, such agreements, documents, schedules, addendum, certificates, letters and instruments as may be necessary to complete the installment purchase transaction described below.
3. This resolution shall take effect when adopted.

DESCRIPTION OF EQUIPMENT	PURCHASE PRICE and TERMS
Xerox C8170 – 30	Installment Purchase of \$220,744.20 with monthly payments for 60 months with 0% finance charge.
Xerox B9100 – 1	
Xerox C405 – 13	
Xerox Prilmelink C9070 - 1	
Xerox Fiery Controller - 1	

Items 12.1-4 moved by M. May, seconded by G. Maar; passed unanimously.

13. Executive Officer’s Report

District Superintendent Jo Anne Antonacci thanked the board for supporting Extended School Year hiring incentives as they made an impact on staffing allowing for 38 classrooms in the program.

Regional Summer School sites will be at Greece Athena and Churchville-Chili. There are still some staffing openings. Tom Schulte noted that all content areas will be covered, but the number of sections available in each subject will be dependent on filling those openings.

The Regents meeting is May 16-17 and will be covered by Mid-West JMT.

The SkillsUSA Team performed very well at the regional competition, and we will be sending 8 students to Nationals in Atlanta in June – 4 students from the Team Works group, 3 leadership students and 1 student in the dental skills competition.

The Spring Dinner Dance was a big success. Ian Hildreth served as the DJ for this event. Staff interaction with students was not only motivating but heartwarming.

This month’s Learning Unlimited Group hosted Deputy Ottley and K9 “officer” Peak. Learning Unlimited currently has 30 plus adults with disabilities participating in monthly activities.

The Monroe 2-Orleans BOCES Board Retreat on May 31 will include a presentation and discussion led by Dr. John Erhart.

The End of the Year Celebration for staff and board will take place right after the SEPTO Fair on June 3.

14. Committee Reports

1. Labor Relations Committee – minutes distributed via email.
2. Legislative Committee – last meeting of the year, meeting in fall with representatives, will discuss electric buses.
3. Information Exchange Committee - minutes distributed via email

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

16. Other Items – none

17. Adjournment: At 6:41 p.m. a motion was made by C. Phillips to adjourn the meeting, seconded by M. May; passed unanimously.

Respectfully submitted,

A handwritten signature in blue ink that reads "Kelly Mutschler". The signature is written in a cursive style with a large, stylized "K" and "M".

Kelly Mutschler
Clerk of the Board

5. Public Interaction

6. Financial Reports

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

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 05/31/2022

Fiscal Year: 2022

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
0 Administration							
100 SALARIES		1,159,495.00	31,200.00	1,190,695.00	1,087,632.34	86,252.67	16,809.99
200 EQUIPMENT		16,200.00	5,763.29	21,963.29	6,944.79	0.00	15,018.50
300 SUPPLIES		18,850.00	244.49	19,094.49	10,594.92	7,951.06	548.51
400 CONTRACTUAL		411,946.00	15,795.20	427,741.20	383,030.32	91,103.30	-46,392.42
470 Rental of Facilities		2,305,031.00	0.00	2,305,031.00	1,931,256.88	138,399.31	235,374.81
700 INTEREST ON REVENUE NOTES		8,500.00	0.00	8,500.00	0.00	0.00	8,500.00
800 EMPLOYEE BENEFITS		595,816.00	-32,700.00	563,116.00	460,303.74	26,134.23	76,678.03
899 Oth Post Retirement Benft		5,819,336.00	0.00	5,819,336.00	4,715,731.46	0.00	1,103,604.54
910 TRANSFER TO CAPITAL FUND		600,000.00	0.00	600,000.00	600,000.00	0.00	0.00
950 TRANSFER FROM O & M		67,820.00	5.00	67,825.00	5.00	0.00	67,820.00
960 TRANSFER CHARGE		264,170.00	2,690.59	266,860.59	2,479.59	0.00	264,381.00
Subtotal of 0 Administration		11,267,164.00	22,998.57	11,290,162.57	9,197,979.04	349,840.57	1,742,342.96
1 Career Education							
100 SALARIES		4,130,276.00	-205,883.44	3,924,392.56	3,219,289.40	620,197.14	84,906.02
200 EQUIPMENT		99,750.00	417,617.36	517,367.36	387,028.83	129,603.53	735.00
300 SUPPLIES		397,700.00	98,489.76	496,189.76	401,830.64	82,193.90	12,165.22
400 CONTRACTUAL		296,500.00	159,125.36	455,625.36	378,299.33	70,963.97	6,362.06
490 SCH DIST AND OTHER BOCES		22,951.12	-380.54	22,570.58	22,570.58	0.00	0.00
800 EMPLOYEE BENEFITS		2,041,694.00	-254,875.28	1,786,818.72	1,384,411.00	163,672.70	238,735.02
950 TRANSFER FROM O & M		1,343,980.00	10,720.17	1,354,700.17	10,720.17	0.00	1,343,980.00
960 TRANSFER CHARGE		601,806.00	2,163.00	603,969.00	1,509.00	0.00	602,460.00
970 TR CREDTS FR SERVICE PROGR		0.00	-21,262.94	-21,262.94	-21,262.94	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-6,750.00	6,359.00	-391.00	-431.00	0.00	40.00
Subtotal of 1 Career Education		8,927,907.12	212,072.45	9,139,979.57	5,783,965.01	1,066,631.24	2,289,383.32
2 Special Education							
100 SALARIES		6,329,666.00	934,430.00	7,264,096.00	4,780,941.23	1,057,398.80	1,425,755.97
200 EQUIPMENT		97,685.00	64,628.00	162,313.00	110,009.39	17,322.49	34,981.12
300 SUPPLIES		83,143.00	22,074.53	105,217.53	33,240.67	12,360.44	59,616.42
400 CONTRACTUAL		1,539,264.00	1,713,989.09	3,253,253.09	697,219.75	88,768.51	2,467,264.83
490 SCH DIST AND OTHER BOCES		6,276,190.87	-820,524.72	5,455,666.15	5,452,911.15	1,895.90	859.10
800 EMPLOYEE BENEFITS		3,620,013.00	357,314.16	3,977,327.16	2,782,522.54	460,030.24	734,774.38
950 TRANSFER FROM O & M		355,858.00	4,885.87	360,743.87	4,885.87	0.00	355,858.00
960 TRANSFER CHARGE		13,847,546.00	37,449.82	13,884,995.82	37,449.82	0.00	13,847,546.00
970 TR CREDTS FR SERVICE PROGR		0.00	-38,026.17	-38,026.17	-38,026.17	0.00	0.00
Subtotal of 2 Special Education		32,149,365.87	2,276,220.58	34,425,586.45	13,861,154.25	1,637,776.38	18,926,655.82
3 Itinerent Services							
100 SALARIES		11,081,289.00	157,112.71	11,238,401.71	8,739,261.35	1,926,888.93	572,251.43
200 EQUIPMENT		107,126.00	25,009.41	132,135.41	60,565.76	61,028.64	10,541.01
300 SUPPLIES		46,779.00	12,651.30	59,430.30	24,635.17	5,483.40	29,311.73

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 05/31/2022

Fiscal Year: 2022

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
400 CONTRACTUAL		739,821.00	388,794.76	1,128,615.76	188,638.99	108,126.93	831,849.84
490 SCH DIST AND OTHER BOCES		18,662.08	136,494.91	155,156.99	161,456.99	0.00	-6,300.00
800 EMPLOYEE BENEFITS		5,418,110.00	-52,225.21	5,365,884.79	4,290,355.22	618,425.00	457,104.57
950 TRANSFER FROM O & M		8,143.00	4,794.80	12,937.80	4,794.80	0.00	8,143.00
960 TRANSFER CHARGE		1,226,232.00	360,419.14	1,586,651.14	1,831.14	0.00	1,584,820.00
970 TR CREDS FR SERVICE PROGR		-9,916,313.00	0.00	-9,916,313.00	0.00	0.00	-9,916,313.00
Subtotal of 3 Itinerent Services		8,729,849.08	1,033,051.82	9,762,900.90	13,471,539.42	2,719,952.90	-6,428,591.42
4 General Instruction							
100 SALARIES		1,728,870.00	50,782.75	1,779,652.75	1,471,002.36	171,653.45	136,996.94
200 EQUIPMENT		5,100.00	3,561.70	8,661.70	2,799.98	2,100.00	3,761.72
300 SUPPLIES		10,155.00	7,097.70	17,252.70	3,653.07	2,651.13	10,948.50
400 CONTRACTUAL		1,257,024.00	269,776.51	1,526,800.51	453,286.26	27,657.36	1,045,856.89
490 SCH DIST AND OTHER BOCES		64,632.08	74,930.46	139,562.54	135,973.66	0.00	3,588.88
800 EMPLOYEE BENEFITS		611,438.00	2,613.85	614,051.85	447,351.88	43,413.54	123,286.43
950 TRANSFER FROM O & M		149,129.00	2,335.78	151,464.78	2,335.78	0.00	149,129.00
960 TRANSFER CHARGE		164,925.00	3,666.23	168,591.23	3,404.23	0.00	165,187.00
970 TR CREDS FR SERVICE PROGR		-47,155.00	-346.72	-47,501.72	-346.72	0.00	-47,155.00
990 TRANS CREDS FR OTHER FUND		-3,060.00	1,000.00	-2,060.00	0.00	0.00	-2,060.00
Subtotal of 4 General Instruction		3,941,058.08	415,418.26	4,356,476.34	2,519,460.50	247,475.48	1,589,540.36
5 Instruction Support							
100 SALARIES		5,771,294.00	-22,701.69	5,748,592.31	4,803,081.11	637,065.50	308,445.70
200 EQUIPMENT		3,273,696.00	3,968,683.29	7,242,379.29	4,176,826.58	2,580,918.90	484,633.81
300 SUPPLIES		702,333.00	355,153.94	1,057,486.94	628,594.32	168,830.80	260,061.82
400 CONTRACTUAL		4,840,208.00	1,260,804.87	6,101,012.87	4,929,999.70	357,092.72	813,920.45
490 SCH DIST AND OTHER BOCES		295,256.08	382,784.22	678,040.30	640,901.30	0.00	37,139.00
800 EMPLOYEE BENEFITS		2,679,326.00	-82,018.94	2,597,307.06	1,989,361.34	194,298.55	413,647.17
950 TRANSFER FROM O & M		659,547.00	3,564.45	663,111.45	3,564.45	0.00	659,547.00
960 TRANSFER CHARGE		1,040,001.00	20,708.88	1,060,709.88	19,672.88	0.00	1,041,037.00
970 TR CREDS FR SERVICE PROGR		-2,594,403.00	-9,626.00	-2,604,029.00	-9,626.00	0.00	-2,594,403.00
990 TRANS CREDS FR OTHER FUND		-84,794.00	8,871.00	-75,923.00	-11,318.00	0.00	-64,605.00
Subtotal of 5 Instruction Support		16,582,464.08	5,886,224.02	22,468,688.10	17,171,057.68	3,938,206.47	1,359,423.95
6 Other Services							
100 SALARIES		2,280,676.00	-1,863.93	2,278,812.07	2,018,621.12	177,464.78	82,726.17
200 EQUIPMENT		425,785.00	552,754.52	978,539.52	598,099.44	336,696.81	43,743.27
300 SUPPLIES		36,465.00	22,120.36	58,585.36	16,949.76	10,696.52	30,939.08
400 CONTRACTUAL		3,630,535.00	252,844.32	3,883,379.32	2,650,426.30	672,978.75	559,974.27
490 SCH DIST AND OTHER BOCES		7,032,583.68	1,043,678.64	8,076,262.32	8,004,534.87	0.00	71,727.45
800 EMPLOYEE BENEFITS		1,052,168.00	-36,792.00	1,015,376.00	765,415.09	58,460.20	191,500.71
950 TRANSFER FROM O & M		119,155.00	491.48	119,646.48	491.48	0.00	119,155.00
960 TRANSFER CHARGE		113,297.00	1,423.50	114,720.50	1,222.50	0.00	113,498.00

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 05/31/2022

Fiscal Year: 2022

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
970 TR CRED FR SERVICE PROGR		-1,773,956.00	-10,353.45	-1,784,309.45	-2,413.45	0.00	-1,781,896.00
990 TRANS CRED FR OTHER FUND		-109,787.00	22,459.30	-87,327.70	-5,980.70	0.00	-81,347.00
Subtotal of 6 Other Services		12,806,921.68	1,846,762.74	14,653,684.42	14,047,366.41	1,256,297.06	-649,979.05
7 Undefined							
100 SALARIES		3,082,933.00	235,253.84	3,318,186.84	2,981,588.35	273,965.25	62,633.24
200 EQUIPMENT		46,500.00	-7,396.84	39,103.16	36,872.10	11,013.79	-8,782.73
300 SUPPLIES		218,280.00	48,895.36	267,175.36	218,102.50	62,804.16	-13,731.30
400 CONTRACTUAL		1,824,116.00	108,464.88	1,932,580.88	1,672,437.20	266,910.68	-6,767.00
800 EMPLOYEE BENEFITS		1,437,083.00	-8,034.72	1,429,048.28	1,110,582.06	145,845.92	172,620.30
950 TRANSFER FROM O & M		579,303.00	6,949.24	586,252.24	6,949.24	0.00	579,303.00
960 TRANSFER CHARGE		1,462,923.00	9,601.12	1,472,524.12	4,106.12	0.00	1,468,418.00
970 TR CRED FR SERVICE PROGR		-7,672,008.00	-392,253.79	-8,064,261.79	-33,746.79	0.00	-8,030,515.00
990 TRANS CRED FR OTHER FUND		-979,130.00	-1,479.09	-980,609.09	-1,479.09	0.00	-979,130.00
Subtotal of 7 Undefined		0.00	0.00	0.00	5,995,411.69	760,539.80	-6,755,951.49
Total GENERAL FUND		94,404,729.91	11,692,748.44	106,097,478.35	82,047,934.00	11,976,719.90	12,072,824.45

Monroe 2 - Orleans BOCES

Treasurer's Report

Period Ending April 30, 2022

	GENERAL FUND		SPECIAL AID FUND	
BEGINNING CASH ON HAND		17,406,331.32		946,042.33
RECEIPTS:				
Interest Earned	773.44		0.31	
Charges for Services	5,720,086.95		225,815.50	
Non-Contract Services	12,853.31		-	
Collected for Other Funds	-		399.09	
State, Federal and Local Aid	1,654.08		477,875.71	
Transfers from Other Funds	444,428.03		-	
Miscellaneous Funds	642,629.60		-	
TOTAL RECEIPTS	6,822,425.41	6,822,425.41	704,090.61	704,090.61
DISBURSEMENTS				
Payroll and Benefits	4,783,471.45		-	
Warrants	3,320,930.29		70,056.24	
Transfers to Other Funds	-		444,428.03	
Miscellaneous Disbursements	727.75		599.99	
TOTAL DISBURSEMENTS	8,105,129.49	(8,105,129.49)	515,084.26	(515,084.26)
ENDING CASH ON HAND:		16,123,627.24		1,135,048.68
GENERAL FUND CHECKING		9,144,574.53	SPECIAL AID CHKG - CHASE	1,134,448.68
GENERAL FUND SAVINGS		100,374.26	SPECIAL AID CHKG - M&T	600.00
PAYROLL CHECKING		48,174.06		
DENTAL/FSA ACCOUNT CASH		182,883.39		
GENERAL FUND CD		2,002,746.61		
CASH- LIABILITY RESERVE		1,179,657.64		
CASH- UNEMPLOYMENT RES		620,461.82		
CASH- CTE RESERVE		335,017.12		
TREASURY INVESTMENTS		2,509,737.81		
		16,123,627.24		1,135,048.68

	MISC SPECIAL REVENUE	
BEGINNING CASH ON HAND		77,952.96
RECEIPTS:		
Interest Earned	3.18	
Component Contributions	-	
Transfers from Other funds	-	
Donations	-	
Miscellaneous Funds	-	
TOTAL RECEIPTS	3.18	3.18
DISBURSEMENTS		
Warrants	-	
Scholarships	-	
Transfers to Other Funds	-	
Miscellaneous Disbursements	-	
TOTAL DISBURSEMENTS	-	-
ENDING CASH ON HAND:		<u>77,956.14</u>
	GIFT FUND SAVINGS	<u>77,956.14</u>

	CAPITAL FUND	
		1,184,578.66
	3.03	
	-	
	-	
	-	
	-	
	3.03	3.03
	-	
	-	
	-	
	-	
	-	
	-	
	-	
		<u>1,184,581.69</u>
	CAPITAL FUND CHECKING	184,557.67
	CAPITAL FUND INVESTMENTS	<u>1,000,024.02</u>
		1,184,581.69

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

	Rochester Area School Health Plan I	Rochester Area School Health Plan II	Rochester Area School Workers' Comp Plan	Wayne Finger Lakes Workers' Comp Plan	TOTAL CUSTODIAL
BEGINNING CASH ON HAND	15,981,479.45	128,987,113.66	30,530,176.27	353,284.91	175,852,054.29
RECEIPTS:					
Interest Earned	60.41	23,233.62	203.87	-	
Contributions	1,710,480.59	20,021,134.27	1,326,583.57	146,715.09	
Miscellaneous Funds	-	-	-	2,554.56	
TOTAL RECEIPTS	1,710,541.00	20,044,367.89	1,326,787.44	149,269.65	23,230,965.98
DISBURSEMENTS					
Claims	1,591,623.27	19,723,415.60	429,042.78	161,005.60	
Admin and Other Disbursements	-	31,644.21	-	-	
TOTAL DISBURSEMENTS	1,591,623.27	19,755,059.81	429,042.78	161,005.60	(21,936,731.46)
ENDING CASH ON HAND:	16,100,397.18	129,276,421.74	31,427,920.93	341,548.96	177,146,288.81
RASHP I CHECKING	2,550,733.34				2,550,733.34
RASHP I SAVINGS / INVESTMENTS	7,285,086.65				7,285,086.65
RASHP II CHECKING		28,935,987.77			28,935,987.77
RASHP II SAVINGS / INVESTMENTS		88,765,103.63			88,765,103.63
RASWC CHECKING			6,819,506.71		6,819,506.71
RASWC SAVINGS / INVESTMENTS			18,343,837.03		18,343,837.03
WFL WC CHECKING				341,548.96	341,548.96
TREASURY INVESTMENTS	6,264,577.19	11,575,330.34	6,264,577.19		24,104,484.72
TOTAL CASH	16,100,397.18	129,276,421.74	31,427,920.93	341,548.96	177,146,288.81

Collateral Analysis	M&T Bank	Five Star Bank	Chase Bank
Bank Totals	40,835,491.52	91,142,674.49	37,075,114.02
<i>Collateral:</i>			
FDIC	500,000.00	250,000.00	250,000.00
Additional FDIC through CD Option	-	66,136,398.33	-
Collateral held by Bank	-	-	39,683,982.25
Collateral held by Third Party	41,136,059.48	25,575,730.18	-
	<u>41,636,059.48</u>	<u>91,962,128.51</u>	<u>39,933,982.25</u>
Over / (Under) Collateralized	800,567.96	819,454.02	2,858,868.23

Treasurer's Notes:

Long term CD's matured in RASHP II earning over \$22,000 in interest - the majority was re-invested in Treasuries
2020-21 BOCES surplus refunds from several BOCES received this month - over \$600,000 received from BOCES I this month

This is to certify that I have received these balances:



 District Clerk

6/9/22

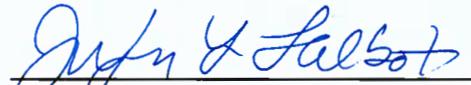
 Date



 Assistant Superintendent for Finance and Operations

6/1/22

 Date



 Treasurer

5/11/22

 Date

Vehicle Inventory - Policy 4520**2021/22 School Year**

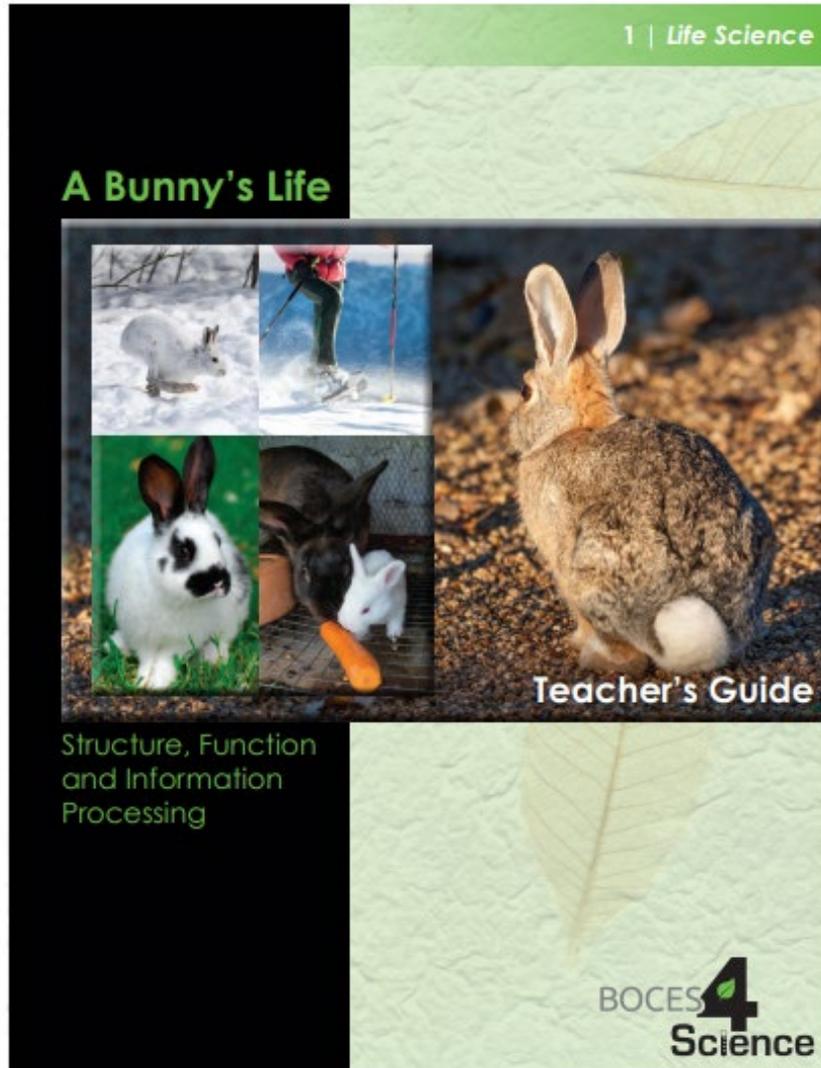
Year	Dept	Make	Class	Cost
2020	Admin	GMC	SUV	\$43,441
2000	B4S	Chevy	Van	\$23,000
2011	B4S	Dodge	Van	\$22,445
2018	CaTS	Ford	Van	\$28,879
2021	CaTS	Ford	Van	\$24,144
2019	CTE	Ford	Van	\$30,903
2020	CTE	Ford	Van	\$32,627
2004	O&M	Chevy	Van	\$20,038
2008	O&M	Chevy	Van	\$18,008
2008	O&M	Chevy	Van	\$18,008
2010	O&M	Ford	Pickup Truck	\$25,000
2010	O&M	Chevy	Van	\$16,618
2011	O&M	Chevy	Van	\$19,075
2013	O&M	Ford	Van	\$20,267
2016	O&M	Ford	Pickup Truck	\$28,924
2019	O&M	Ford	Pickup Truck	\$40,510
2022	O&M	Dodge	Pickup Truck	\$40,205
2015	Security	GMC	SUV	\$37,918
2011	Special Ed	Dodge	Van	\$22,445
2011	Special Ed	Ford	Van	\$20,258
2011	Special Ed	Ford	Van	\$20,096
2013	Special Ed	Dodge	Van	\$22,958
2014	Special Ed	Dodge	Van	\$20,974
2015	Special Ed	Dodge	Van	\$20,955
2016	Special Ed	Dodge	Van	\$23,322
2019	Special Ed	Ford	Van	\$25,906

7. Board Presentation – BOCES 4 Science Program Update, Director Steve Montemarano

Monroe 2- Orleans BOCES Board Meeting

JUNE 15, 2022





A Bunny's Life

1st Grade Unit -- Structure, Function, and Information Processing

Topics:

- How offspring are similar to but not exactly like their parents
- How parents and offspring behave to insure the survival of the offspring
- How animals use their senses and external body parts to survive
- How humans look to nature for inspiration when engineering solutions to human problems

Engineering Design Challenge: Students design and build a prototype of a product that solves a problem they face but is inspired by nature



Connections to other DCIs in first grade: N/A

Articulation of DCIs across grade-levels: **K.ETS1.A** (1-LS1-1); **3.LS2.D** (1-LS1-2) **3.LS3.A** (1-LS3-1); **3.LS3.B** (1-LS3-1); **4.LS1.A** (1-LS1-1); **4.LS1.D** (1-LS1-1); **4.ETS1.A** (1-LS1-1)

Common Core State Standards Connections:

ELA/Literacy –

- 1R1** Develop and answer questions about key ideas and details in a text. (1-LS1-2),(1-LS3-1)
- 1R2** Identify a main topic or idea in a text and retell important details. (1-LS1-2)
- 1W6** Develop questions and participate in shared research and explorations to answer questions and to build knowledge. (1-PS4-1),(1-PS4-2),(1-PS4-3),(1-PS4-4)
- 1W7** Recall and represent information from experiences or gather information from provided sources to answer a question. (1-LS3-1)

Mathematics –

- MP.2** Reason abstractly and quantitatively. (1-LS3-1)
- MP.5** Use appropriate tools strategically. (1-LS3-1)
- NY-1.NBT.3** Compare two two-digit numbers based on the meanings of the tens and one digits, recording the results of comparisons with the symbols $>$, $=$, and $<$. (1-LS1-2)
- NY-1.NBT.4** Add within 100, including adding a two-digit number and a one-digit number, and adding a two-digit number and a multiple of 10. Use concrete models or drawings and strategies based on place value, properties of operations, and/or the relationship between addition and subtraction. Understand that in adding two-digit numbers, one adds tens and tens, ones and ones; and sometimes it is necessary to compose a ten. Relate the strategy to a written method and explain the reasoning uses. (1LS1-2)
- NY-1.NBT.5** Given a two-digit number, mentally find 10 more or 10 less than the number, without having to count; explain the reasoning used. (1-LS1-2)
- NY-1.NBT.6** Subtract multiples of 10 from the range 10-90 from multiples of 10 in the range 10-90 using concrete models or drawings, and strategies based on place value, properties of operations, and/or the relationship between addition and subtraction. Relate the strategy to a written method and explain the reasoning used. (1-LS1-2)
- NY-1.MD.1** Order three objects by length; compare the lengths of two objects indirectly by using a third object. (1-LS3-1)

Performance Expectations:

1-LS1-1 – Use materials to design a solution to a human problem by mimicking how plants and/or animals use their external parts to help them survive, grow and meet their needs. [Clarification statement: Examples of human problems that can be solved by mimicking plant or animal solutions could include designing clothing or equipment to protect bicyclists by mimicking turtle shells, acorn shells and animal scales; stabilizing structures by mimicking animal tails and roots on plants, keeping out intruders by mimicking thorns on branches and animal quills and detecting intruders by mimicking eyes and ears.]

Science and Engineering Practices

Asking Questions and Defining Problems

- Define a simple problem that can be solved through the development of a new or improved object or tool.

Developing and Using Model

- Develop a simple model based on evidence to represent a proposed object or tool.

Disciplinary Core Ideas

LS1.A: Structure and Function

- All organisms have external parts. Different animals use their body parts in different ways to see, hear, grasp objects, protect themselves, move from place to place and seek, find and take in food, water and air. Plants also have different parts (roots, stems, leaves, flowers, fruits) that help them survive and grow.

Crosscutting Concepts

Connections to Engineering, Technology and Applications of Science

Influence of Engineering, Technology, and Science on Society and the Natural World

- Every humanmade product is designed by applying some knowledge of the natural world and is built by using materials derived from the natural world.

ELA/Math/Social Studies Connections:

ELA: 1SL1, 1SL5

Math: MP1, MP5

BOCES 4 Science Comprehensive Scope & Sequence

Grade	Physical Science	Life Science	Earth & Space Sciences
5	Structure and Properties of Matter: <u>Toys Matter</u>	Matter and Energy in Organisms and Ecosystems: <u>Deer, Deer Everywhere</u>	Space Systems: <u>Earth & Space Explorers</u> Earth Systems: <u>Got Water?</u>
4	Waves: <u>Riding the Waves of Information</u> Energy: <u>Powering thru the Fair</u>	Structure, Function and Information Processing: <u>A Walk in the Park</u>	Earth Systems: <u>Earth Processes in New York State</u>
3	Forces and Interactions: <u>Invisible Forces</u>	Interdependent Relationships in Ecosystems: <u>Where are the Wolves?</u> Inheritance and Variation of Traits: <u>Generations of Butterflies</u>	Weather & Climate: <u>Investigating Weather & Climate</u>
2	Structure and Properties of Matter: <u>Made of Matter</u>	Interdependent Relationships in Ecosystems: <u>Save the Bees</u>	Earth Systems - Processes that Shape the Earth: <u>Earth's Features</u>
1	Waves: <u>Sending Messages with Light and Sound</u>	Structure, Function and Information Processing: <u>A Bunny's Life</u>	Space Systems: <u>Sky Patterns</u>
K	Matter and Its Interactions: Solids and Liquids (included in Weather For Kindergarten) Forces and Interactions: <u>Pushes and Pulls</u>	Animals, Plants and their Environment: <u>Worm Scouts</u>	Weather & Climate: <u>Weather For Kindergarten</u>

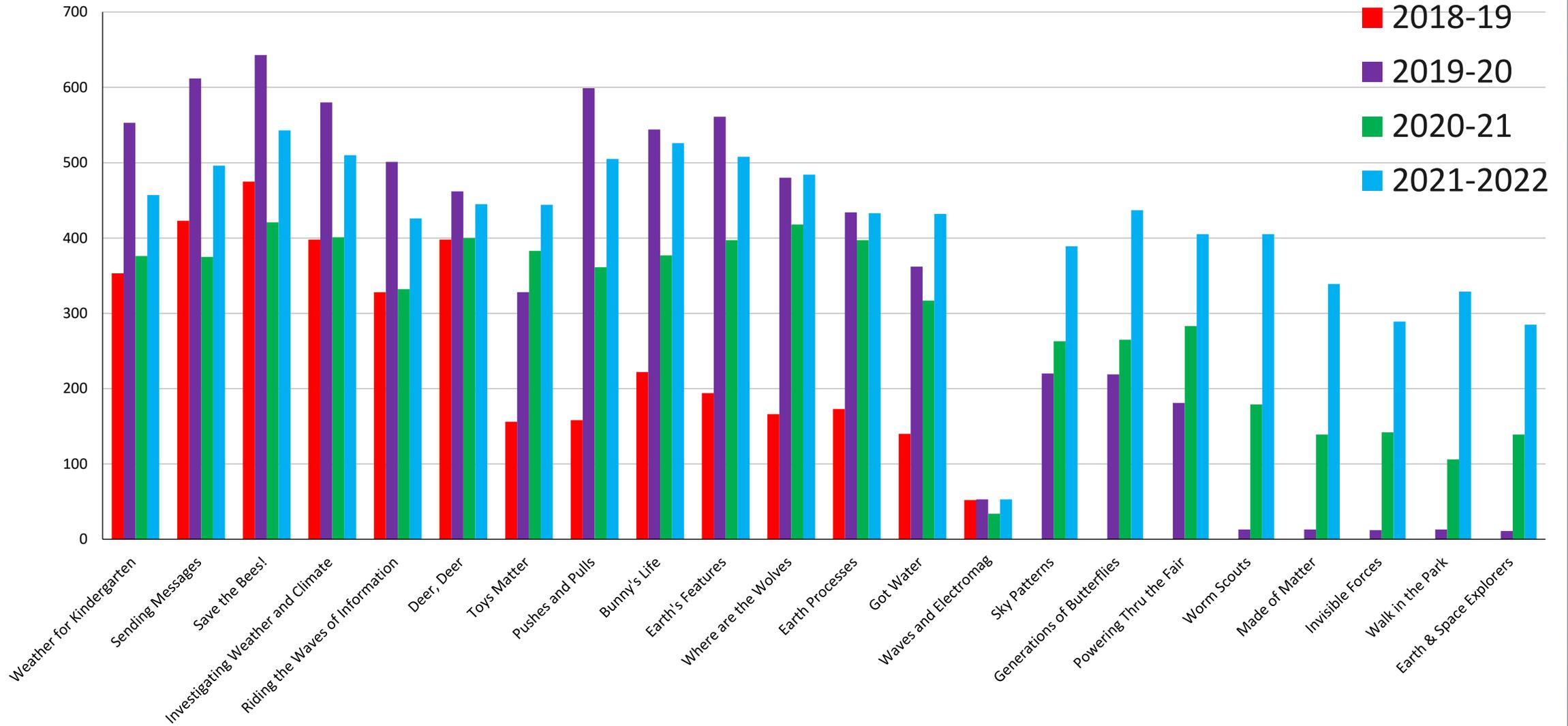


BOCES 4 Science

WAYNE - FINGER LAKES
Board of Cooperative Educational Services



B4S Kit Leases



Kit Demand (by Grade Level)

Grade	2018-19	2019-2020	2020-2021	2021-2022
K	511	1,165	916	1,367
1	645	1,376	1,015	1,411
2	669	1,217	957	1,390
3	564	1,291	1,226	1,718
4	501	1,129	1,118	1,593
5	694	1,163	1,239	1,606
MS	52	53	34	52
Total	3,636	7,394	6,505	9,137
Net Increase		3,758	-889	2,632
% Increase		103%	-12%	40%



Continued
Growth...

Single
Production
Facility



Thank You

8. Old Business - BOCES 4 Science ease Discussion

9. New Business

1. Resolution to Approve 2022-23 Classroom Lease Template

LEASE FOR SPACE

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

WITNESSETH:

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

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

1. ASSIGNMENT

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

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

2. BREACH OF ONE PROVISION

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

3. CHANGES, ALTERATIONS

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

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

4. COMPLIANCE WITH LAWS

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

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

5. CONFIDENTIALITY

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

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

6. CONFLICT OF INTEREST

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

7. CONSTRUCTION/AMENDMENTS

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

8. CONTACT PERSON

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

9. COPIES OF THE LEASE

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

10. DANGEROUS CONDITION

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

11. DEDUCTION OF RENT

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

12. DEFAULT

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

13. LANDLORD OBLIGATIONS

The Landlord further agrees to provide the following:

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

14. ENTER SPACE

The Tenant agrees that the Landlord, the Landlord's agents and other representatives shall have the right to enter into and upon said space, or any part thereof, with a Tenant representative present, for the purpose of examining and using the same, performing maintenance and custodial

functions or making such repairs or alterations thereon that may be necessary for the safety and preservation thereof.

15. ENTIRE LEASE

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

16. EXCLUSIVITY

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

17. GOVERNING LAW

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

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

18. HEADINGS

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

19. HEALTH AND SAFETY

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

20. INDEMNIFICATION

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

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

21. INDEPENDENT CONTRACTOR

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

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

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

22. INSURANCE

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

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

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

23. INTEGRATION

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

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

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

24. INVALID/SEVERABILITY

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

25. LOGO

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

26. NON-DISCRIMINATION

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

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

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

27. NON-FUNDING

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

28. NOTICE/SERVICE OF PROCESS

Any notice required or permitted by this Lease shall be made by personal delivery (effective when delivered) or by certified mail, return receipt requested (effective two (2) business days after proper posting) to the addresses first set forth above. Notices and Service of Process sent to the Landlord shall be to the attention of _____ (name and 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 two installments, (\$----) and (\$----) upon invoice from Landlord and payable to the Landlord's School District Treasurer.

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

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

32. SALE OF BUILDING

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

33. SPACE

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

34. SUBCONTRACTING

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

35. TERM

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

36. TERMINATION

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

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

37. USAGE

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

38. USAGE CHANGES

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

subject to the availability of space and with the mutual agreement of both parties concerning this additional space.

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

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

BOARD OF COOPERATIVE EDUCATIONAL SERVICES (Tenant)

BY _____
JO ANNE L. ANTONACCI
DISTRICT SUPERINTENDENT

_____ DATE

(LANDLORD)

BY _____
SUPERINTENDENT OF SCHOOLS

_____ DATE

9. New Business

2. Resolution to Authorize Funding the Career Technical Education Equipment Reserve Fund up to \$150,000.00



*Monroe 2–Orleans
Board of Cooperative Educational Services*

Jo Anne L. Antonacci, District Superintendent

Tel: (585) 352-2410

Fax: (585) 352-2442

**Finance
Office**

Steve Roland
*Assistant Superintendent
for Finance and Operations*

Tel: (585) 352-2412
Fax: (585) 352-2756
sroland@monroe2boces.org

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

Resolved, upon the recommendation of the District Superintendent, that the Monroe 2 - Orleans BOCES Board authorizes additional contributions to the previously established Career and Technical Education (CTE) Equipment Reserve Fund up to the amount of \$150,000 from 2021/22 school year expenditures.

9. New Business

3. Resolution to Authorize Funding the Teachers' Retirement Contribution Reserve Sub-Fund Up To \$430,882.00



*Monroe 2–Orleans
Board of Cooperative Educational Services*

Jo Anne L. Antonacci, District Superintendent

Tel: (585) 352-2410

Fax: (585) 352-2442

**Finance
Office**

Steve Roland
*Assistant Superintendent
for Finance and Operations*

Tel: (585) 352-2412
Fax: (585) 352-2756
sroland@monroe2boces.org

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

Resolved, upon the recommendation of the District Superintendent, that the Monroe 2 - Orleans BOCES Board authorizes additional contributions to the previously established Teachers' Retirement Contribution Reserve Sub-Fund up to the amount of \$430,882.00 from 2021/22 school year expenditures.

9. New Business

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



*Monroe 2–Orleans
Board of Cooperative Educational Services*

Jo Anne L. Antonacci, District Superintendent

Tel: (585) 352-2410

Fax: (585) 352-2442

**Finance
Office**

Steve Roland
*Assistant Superintendent
for Finance and Operations*

Tel: (585) 352-2412
Fax: (585) 352-2756
sroland@monroe2boces.org

Retirement Contribution Reserve Fund - Authorization to Fund

Resolved, upon the recommendation of the District Superintendent, that the Monroe 2 - Orleans BOCES Board authorizes additional contributions to the previously established Retirement Contribution Reserve Fund up to the amount of \$1,000,000.00 from 2021/22 school year expenditures.

. New Business

5. Resolution to Approve Extension of the Aramark Contract
(will be walked in)

. **New Business**

6. Resolution to Accept Donation from ASP & Associates

GIFTS AND DONATIONS

Donor Information:

Company or Individual Name: ASP & Associates

If Company, Contact Person: Andrew

Address: 6 Vineyard Hill Fairport NY 14450

Phone Number: 585-754-1022

E-Mail: accounts@aspassociates.com

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

HP Gen8 Servers
Cisco Switches & ASA's

Is Item(s) in Working Condition: Yes

If not, please explain:

When can BOCES 2 Staff view the item: Today - Friday for pickup

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

Signature of Donor: _____  Digitally signed by Andrew Perry
Date: 2022.05.31 11:32:20 -04'00'

Date: 05/31/22

To Be Completed By BOCES 2 Staff:

Staff Member Name: Walt Burrows Dept: CTE Phone Ext: 2224

Name of Staff Member to be notified upon Board Approval: Walt Burrows/Paula Boughton  Supervisor Name and Review: _____

Proposed Use of Donated Item:

For student lab use; file servers will be used to practice setting up and configuring.

How will the Item Reduce Costs or Benefit the Program:

Provide variety of hardware for students to troubleshoot without the expense of purchasing from budget.

Board Date: 6/15/22


Cabinet Administrator Signature

6/2/2022

Date


District Superintendent

6/7/22
Date

Board Action: Accept

Board Action: Reject

10. Personnel and Staffing

1. Resolution to Create Positions

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

- 1.0 FTE Assistant Director, Center for Workforce Development, 12 months/year
- 1.0 FTE Student Support Services Advisor and Outreach Specialist for Career & Technical Programs, 12 months/year
- 1.0 FTE Student Support Services Advisor for Adult Basic Education/High School Equivalency Programs, 12 months/year
- 1.0 FTE Student Support Services Advisor for English to Speakers of Other Languages Programs, 12 months/year
- 1.0 FTE Adult Education Literacy Programs Specialist and Integrated Instructor, 10 months/year
- 1.0 FTE Adult Education Career & Technical Program Specialist and Integrated Instructor, 10 months/year
- 1.0 FTE Adult Education English Language Integrated Instructor, 10 months/year

10. Personnel and Staffing

2. Resolution to Approve Personnel and Staffing

10. Personnel and Staffing

3. Resolution to Approve Teacher Aide/Student Behavioral Assistant Contract

Be it so hereby resolved:

That the Board approves the Agreement between the District Superintendent of Monroe 2-Orleans BOCES and the Monroe 2-Orleans BOCES Teacher Aides and Student Behavioral Assistants Association, for the period of July 1, 2022 – June 30, 2025, as presented.

11. Bids/Lease Purchases

1. Resolution to Accept Cooperative Pest Control Services Bid
2. Resolution to Accept Cooperative Natural Gas Bid
3. Resolution to Accept 2022 Ford Transit Wagon 150 XL Bid
4. Resolution to Accept Erie 1 Instructional Technology State Wide Licensing Agreements - FY 2022-2023
5. Resolution to Accept Erie 1 Distance Learning State Wide Licensing Agreements - FY 2022-2023
6. Resolution to Accept participation in Joint Municipal Cooperative Bidding Program with Eastern Suffolk BOCES – FY 2022-2023

**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-2009-22

The following bid was opened on April 28, 2022 at 2:00 P.M.

My recommendation for the award of this contract is as follows:

Exodus Exterminating \$9,282.00

Bids obtained: 9

Bids returned: 1

BID ANALYSIS

The bid for Cooperative Pest Control Service has been recommended for award to the lowest responsive and responsible bidder that met all required bid specifications. This service will be used by O&M for all BOCES facilities.

Funds to be provided from the 2022-23 Operation and Maintenance budget.

May 4, 2022
Date



Director of Procurement

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

BID RECOMMENDATION

COOPERATIVE NATURAL GAS

Bid #RFB-2008-22

The following bids were opened on April 28, 2022 at 2:00 P.M.

My recommendation for the award of BOCES 2 portion of this contract is as follows:

Marathon Energy	SC-5 Accounts
100 Elwood Davis Road	<u>Basis/DT</u>
Syracuse, NY 13212	\$0.12220

Estimated annual expenditures \$83,710.00

Bids obtained: 12 Bids returned: 5

Analysis for Cooperative Natural Gas Bid

Marathon Energy has been recommended the award for the basis, or profit, including transportation charges to the local distribution company, RG&E, and for gas supply. The award recommendation for the basis is \$0.0524 per dekatherm. The gas supply cost will be market priced.

Funds to be provided from the 2022-23 Operations and Maintenance budget.

May 11, 2022
Date



Director of Procurement

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

BID RECOMMENDATION

2022 FORD TRANSIT WAGON 150 XL

Bid #RFB-2010-22

The following bid was opened on May 27, 2022 at 2:00 P.M.

My recommendation for the awards of this contract is as follows:

VanBortel Ford, Inc. \$104,781.00

Bids obtained:4 Bids returned:1

BID ANALYSIS

The bid for three 2022 Ford Transit Wagon 150 XL has been recommended for award to the lowest responsible bidder that met all required bid specifications. These vehicles will be used by CTE and Exceptional Children departments.

Funds to be provided from the 2021-2022 CTE and Exceptional Children Budgets.

June 6, 2022
Date



Director of Procurement

BOARD OF EDUCATION

WHEREAS, It is the plan of a number of BOCES districts in New York, to consent to jointly enter into an agreement for the 2022 – 2023 fiscal year, for 3D Bear, 3DUX dSIGN, A+ Educators (dba Woz U Education), ABRe.IO, Accelerate Learning, Achieve3000, American Reading, Amplify Education, Inc., Aperture Education, Apple, Be Published, Beable Education, BK Interactive, Blocksi, BlooKet, Bloomboard, Bloom Learning, Brain Pop, Branching Minds, Breakout EDU, Bridges Transitions, Capstone, Carnegie Learning – Mathia 6-12, Fast Forward K-12, Reading Assistant, Carnegie Mellon Computer Science, Castle Learning, CDW, CharmTech Labs, LLC, Classcraft, Class Hero, Code Monkey, Code.org, Codesters, Committee for Children, Curriculum Associates, Dell Advanced Learning Partnerships Firm, Desmos, Digital Teaching Tools, DocuSign, Dreambox, Dropbox, EBSCO, Edcite, Edmentum, eDoctrina, EdPuzzle, Educational Vistas, EduMetrisis, EduPlanet, Eduporium, Elemetari LLC, Empower U, eSpark, EverFi, ExcelSoft, Explore Learning, Formative, Frontline, Gale, Go Guardian, Grammar Flip, Great Minds PBC, Gynzy, Hapara, High School Esports League, Hobsons, Inc., Houghton Mifflin, iDesign Solution, IDesign USA, Illuminate Education, Imagine Learning, Immersed Games, Impero, In position Technologies, Infobase Holding, Inknoe, Instructure, Interactive Media, Isafe, iStation, IXL Learning, JZA Training Systems INC, Khan Academy, Kialo, Kinems, Labster, Learning.com, Learning A-Z, Learning Ally, Learning Sciences, Learning Without Tears, Legends of Learning, Lego Education, Lexia Learning, Linkit, Logisoft, Mad-Learn, Maia Learning, Makers Empire, Manage Mindfully, Math Space, McGraw Hill, Mind Research Institute, Mindsets Learning, Moby Max, Mr. Elmer, Mtelegence, Music First, NASEF, Nearpod, Neuron Fuel, Newsela, NextWave Stem, No RedInk, Notable, NWEA, Pasco Scientific, Passport for Good, Pear Deck, Pearson (1), Pearson, Performance Learning Systems (dba PLS 3rd Learning), Pixton Comics, Play Vs Inc., Power My Learning, PowerSchool, QuaverEd, Reading Horizons, Reading Plus, Renaissance Learning, Rethink ED, Right Reason Technologies, Ripple Effects, Rubicon West, Inc., SAI Interactive, SAVVAS, SchoolBinder, SchoolLinks, Scoir, SeeSaw Learning, SkillStruck, SkyOP, Small Factory Innovations, Smart Science, SnapWiz, Soundtrap, Standard for Success, STEM SIMS, Suntex, Tech4Learning, Tech Row, TEQ, The Education Partners, The Language Express, Thimble.io, Think Tech Solutions, Thrive Academics, Tools For Schools, Verite Group, Inc., VidCode, Wakelet, Waterford, WeVideo, WhyMaker, Xello, XSel Labs, zSpace Inc., and,

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

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

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

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

CERTIFICATION

It is hereby certified that the above motion was approved by the Monroe 2-Orleans BOCES Board of Education at its meeting, duly noticed, held on June 15, 2022.

Dated _____, 2022

Board Clerk

Memo To: NYSITCC Members
From: David Brace, Manager – Operations, Technology Services, Erie 1 BOCES
Date: May 3, 2022
Subject: FY 2022 – 2023 Instructional Technology State-Wide Licensing Agreements

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

3D Bear – *3D Bear*

3DUX dSIGN

A+ Educators (dba Woz U Education) - *Beyond Targeted, Propel(No New Purchases), FOCUS, STEAM Lesson Library*

ABRe.IO

Accelerate Learning - *STEMscopes*

Achieve3000 - *Smarty Ants, Achieve 3000 Literacy, Achieve 3000 Literacy with boost, Achieve 3000 Literacy intensive, eScience 3000, Actively Learn, Achieve3000 Math*

American Reading - *SchoolPace/eIRLA & eLibraries*

Amplify Education, Inc. - *Amplify Science (Kits not included)*

Aperture Education - *DESSA*

Apple (Opt-in)

Be Published

Beable Education

BK Interactive - *Boardworks*

Blocksi - *Blocksi*

Blooket - *Free Instructional Resource*

Bloomboard - *Bloomboard*

Bloom Learning - *Free Instructional Resource*

Brain Pop - *Brain Pop (All)*

Branching Minds

Breakout EDU – *Breakout EDU*

Bridges Transitions – *Choices (All)*

Capstone - *Buncee for School Districts; Buncee Classroom*

Carnegie Learning – *Mathia 6-12, Fast Forward K-12, Reading Assistant*

Carnegie Mellon Computer Science - *Free Instructional Resource*

Castle Learning – *Castle Learning*

CDW – *Lightspeed Classroom*

CharmTech Labs, LLC - *Capti Voice*

Classcraft - *Classcraft*

Classcraft - *Free Instructional Resource*

Class Hero

Code Monkey - *Code Monkey*

Code.org - *Free Instructional Resource*

Codesters - *Python 1 & 2, Curriculum Bundle*

Committee for Children – *Second Step*

Curriculum Associates - *iReady Reading/Writing, Math, Teacher Toolbox, iReady Diagnostics, iReady Instructional*

Dell Advanced Learning Partnerships Firm

Desmos - Free Instructional Resource

Digital Teaching Tools - Free Instructional Resource

DocuSign – *DocuSign*

Dreambox - *Dreambox*

Dropbox – *Hello Sign*

EBSCO – *EBSCO – Learning Express*

Edcite - Free Instructional Resource

Edmentum - *EducationCity, Exact Path, Study Island, Reading Eggs, BASE*

eDoctrina - *Accountability Suite, beHave, PD 360, Question Banks, RePORT Cards, Educator Suite*

EdPuzzle – *EdPuzzle Pro*

EdPuzzle - Free Instructional Resource

Educational Vistas - *Staff Trac & Data Mate, AIMS Social Studies Management, Datamate online portfolio, Social Emotional Learning System, Curriculum Developer, Degrees of Learning*

EduMetrisis

EduPlanet – *EduPlanet 21*

Eduporium - *Root Robotics, Robo Wunderkind, E-Blox*

Elementari LLC

Empower U

eSpark – *eSpark, Math & Reading K-5, Frontier (only for grandfathered districts)*

EverFi - Free Instructional Resource

ExcelSoft - *Saras eAssessment*

Explore Learning - *Gizmos, Reflexmath, Science 4 us, Frax*

Formative

Frontline – *Frontline Evaluation, Guidance Direct, Focus for Teachers, Focus for Observers*

Gale – *Miss Hubblebee’s Academy, Gale Interactive Science, Imago*

Go Guardian – *Teacher*

Grammar Flip

Great Minds PBC - *Eureka Math in Sync, Eureka Math Affirm, Eureka Math Equip, PHD Science in Sync, Eureka Math Squared, Great Minds*

Gynzy

Hapara - *Hapara*

High School Esports League - *High School Esports League*

Hobsons, Inc. - *Naviance*

Houghton Mifflin - *Amira, Waggle, Writable, Math Inventory, HMH Into Math (K-8), Into Math (Algebra1, Geometry, Algebra 2), Math 180, Math Inventory, Math Expressions, HMH Science Dimensions: (Biology, Chemistry, Earth and Space Science, Physics), You Solve it, READ 180, System 44, iRead, Reading Inventory, Phonics Inventory, Reading Counts, Into Reading, Into Literature, Math in Focus*

iDesign Solution - *Kitronik, VEX Robotics, Robolink, Zumi, Brainco Stem Kit*

IDesign USA

Illuminate Education - *FastBridge Learning*

Imagine Learning - *Imagine Language & literacy, Imagine Espanol, Imagine Math Facts, Imagine Math, PurposePrep-SEL, MyPath*

Immersed Games - *Immersed Games - MS Science (Grade 6-8)*

Impero - *Classroom*

In position Technologies - *In position Technologies*

Infobase Holding

Inknoe - *Free Instructional Resource*

Instructure - *Portfolium, MasteryConnect*

Interactive Media – *Exploring Robotics, Scribbler Robot, AirBlock Drone, Ozobot, Dash, mBot, Ranger, Grove Pi, CueRobot, GoPiGo, GigggleBot, Cubelets, Shield-Bot, Codey Rockey, Blue-Bot*

Isafe - *Isafe*

iStation - *iStation - ISIP Reading, Math, Espanol*

IXL Learning - *IXL Learning (Math, Science, ELA, SS and Spanish)*

JZA Training Systems INC – *CoderZ*

Khan Academy - *Free Instructional Resource*

Kialo - *Free Instructional Resource*

Kinems - *Kinems*

Labster

Learning.com – *Learning.com*

Learning A-Z

Learning Ally – *Learning Ally*

Learning Sciences – *iObservation*

Learning Without Tears - *Keyboarding Without Tears, Handwriting Without Tears*

Legends of Learning - *Legends of Learning Science Games*

Lego Education - *LEGO Education*

Lexia Learning - *Lexia Core 5 Reading (Pre K-5), PowerUp Literacy (Grades 6 and up)*

Linkit - *Linkit*

Logisoft – *Adobe Creative Suite & Adobe Sign*

Mad-Learn - *Mad-Learn*

Maia Learning - *Maia*

Makers Empire – *Maker's Empire*

Manage Mindfully - *Move this World (K-12)*

Math Space - *Math Space*

McGraw Hill - *Impact Elementary Social Studies (K-5), Networks SS - NY Edition (6-12), Studysync (6-12), Redbird Math, ALEKS, Wonders, Open Court*

Mind Research Institute - *ST Math*

Mindsets Learning

Moby Max - *Moby Max (ELA, Math, Science & SS)*

Mr. Elmer

Mtelegence - *Readorium - Rising Reader (3-5) & Scholar (6-8)*

Music First - *Music First, Music First teacher, Music First Jr, Optional Content*

NASEF - *Free Instructional Resource*

Nearpod - *Nearpod (all add on bundles), Flocabulary, Math*

Nearpod - *Free Instructional Resource*

Neuron Fuel - *Tynker*

Newsela - *Newsela Pro School, Newsela Pro Teacher*

Newsela - Free Instructional Resource

NextWave Stem

No RedInk - *No RedInk*

Notable - *Kami*

NWEA - *Map Growth, Map reading fluency, Spanish Language Assessments, Map Skills, MAP Accelerator, CAPP*

Pasco Scientific - *Pasco Scientific*

Passport for Good - *Passport for Good*

Pear Deck

Pear Deck - Free Instructional Resource

Pearson (1) - *Review 360, Qglobal*

Pearson - *Write to Learn, AIMS Web PLUS, SSIS SEL, BASC-3*

Performance Learning Systems (dba PLS 3rd Learning) – *NY Learns*

Pixton Comics - Free Instructional Resource

Play Vs Inc. - *Play Vs*

Power My Learning - *PowerMy Learning*

PowerSchool - *Unified Talent, Naviance*

PowerSchool – Schoology - Free Instructional Resource

QuaverEd – *Quaver SEL, Quaver Music*

Reading Horizons

Reading Plus - *Reading Plus*

Renaissance Learning - *STAR Reading, STAR Early Literacy, STAR Math, STAR Custom, STAR 360, Accelerated Reader & AR 360, Freckle, myON Reader, myON News, myOn, My IGDIs, Star Elementary, Star CBM, Lalilo*

Rethink ED - *Rethink ED*

Right Reason Technologies - *Right Path*

Ripple Effects

Rubicon West, Inc. - *Atlas*

SAI Interactive

SAVVAS – *Magraders American Government, World History 9-12, US History, World Geography, World History, My World Interactive, K-5 & American History, My Perspectives, My View, Words Their Way, Envision Math, Investigations, SuccessMaker, Elevate Science, ML Biology, Interactive Music, Experience Chemistry, ILit, Pearson Economics, Project Imagine*

SchoolBinder - *TeachBoost Evaluation*

SchoolLinks - *SchoolLinks*

Scoir

SeeSaw Learning – *Seesaw, Seesaw Lessons*

SkillStruck

SkyOP - *SkyOP Drone Training Curriculum*

Small Factory Innovations - *SiLAS*

Smart Science - *Smart Science (3-12 & AP)*

SnapWiz

SnapWiz - Free Instructional Resource

Soundtrap

Standard for Success - *Standard for Success*

STEM SIMS

Suntex – *First in Math* - Free Instructional Resource

Tech4Learning - *Wixie*

Tech Row – *Tech Row Media*

TEQ - *OTIS Online PD, Learning Lab Disc, NAO, SMART, Matter and Form, Merge, SAMLabs, Robotis, Ozobot & Evo, Pi-Top, Sphero, STEMFuse, Little Bits, Makey Makey, and Bloxels, OSMO, KIBO, wonder workshop, Active Floor, 3Doodler, Cubetto, Emblaser (Afinia), Farmself, Mayku, Piper, Squishy Circuits, UBTECH, Veative, Kai's Clan, Cublets, Hummingbird, DJI / DJI Robomaster, Glowforge, BrickPi, Dash and Dot, Drone Blocks, Ukit, Lumio, Cue, EduPro VR Headset*

The Education Partners - *7 mindsets*

The Language Express - *The Social Express - (K-5)*

Thimble.io - *Thimble.io*

Think Tech Solutions – *Think Tech*

Thrive Academics - *Voyage*

Tools For Schools – *Book Creator*

Tools for Schools - Free Instructional Resource

Verite Group, Inc. - *Net Ref*

VidCode - *VidCode*

Wakelet - Free Instructional Resource

Waterford - *Waterford Math, Waterford Reading Academy, Waterford Early learning*

WeVideo - *WeVideo*

WhyMaker

Xello – *Xello, Springboard*

XSel Labs

zSpace Inc. - *zSpace*

NOTE: At this time, there are some vendors that were awarded contracts in 2021/22 who have yet to finalize a contract for 2022/23. We have kept them on the memo with the understanding that we anticipate a contract for July 1. If you have questions, please email Michelle.

Please return the completed resolutions to David Brace no later than 6/17/22.

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

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

BOARD RESOLUTION

WHEREAS, It is the plan of a number of BOCES districts in New York, to consent to jointly enter into an agreement for the 2022-2023 fiscal year for Apex Learning, Blackboard, Desire to Learn, Edmentum, eDoctrina, Educere, Florida Virtual School, Focus Care, Imagine Learning, Instructure, iTutor.com, Kaltura, MGRM Pinnacle, My VR Spot, OTUS, Panopto, Pearson, PowerSchool, Right Reason, Skooler, Spider Learning, Stride, Yuja, and,

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 June 15, 2022.

Dated _____, 2022

Board Clerk

Memo To: NYS DL Consortium

From: David Brace, Manager – Operations, Technology Services, Erie 1 BOCES

Date: May 3, 2022

Subject: FY 2022 – 2023 Distance Learning State-Wide Agreements

Each year your local Board of Education must pass a resolution to participate in the State-wide contracts, managed by Erie 1 BOCES (on behalf of the consortium members). A single resolution may cover any combination of contracts. However, each contract, with which your center wishes to participate, must be specified in the resolution. The contracts currently negotiated by Erie 1 BOCES for Distance Learning are:

Apex Learning - *Tutorials & Courses*

Blackboard - *Blackboard LMS*

Desire to Learn – *D2L*

Edmentum - *Edmentum Courseware (formerly Plato), Calvert, edOptions, Exact Path*

eDoctrina – *SOLE*

Educere - *Curriculum rEVOLUTION, Accelerate (AP and nonAP), ASL University, CyberItalian (AP and nonAP), K12, Proximity*

Florida Virtual School - *Florida Virtual School*

Focus Care - *FEV Tutor, Inc.*

Imagine Learning - *Pathblazer, Hybridge, Digital Content Courseware (secondary), ELL courses, UpSmart Supplemental, MyPath Intervention, Odysseyware, Standards Mastery, Instructional Services*

Instructure – *Canvas*

iTutor.com – *iTutor: Homebound, Credit Recovery, General Test Prep, Extra Help, Virtual Suspension, Drop In, Whole Classroom, Prep Packages*

Kaltura

MGRM Pinnacle - *M-STAR LSP*

My VR Spot

OTUS - *OTUS*

Panopto

Pearson - *Grad Point, Connexus*

PowerSchool - *Schoology*

Right Reason – *Right Path Courseware*

Skooler - *Skooler*

Spider Learning – *Spider Virtual Coursework*

Stride – *formely Fuel Education*

Yuja

Note: At this time, there are some vendors that were awarded contracts in 2021/22 who have yet to finalize a contract for 2022/23. We have kept them on the memo with the understanding that we anticipate a contract for July 1.

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

Please return the completed resolutions to David Brace no later than 6/17/22.

Please return the completed resolution to me, as soon as possible, as an email attachment, fax or hard copy via the USPS. If you have any questions, please contact Michelle Okal-Frink at 716-821-7200, mokal@e1b.org or me at (716) 821-7362, dbrace@e1b.org. My fax number is 716-821-7394.

School Year 2022-2023

RESOLUTION (A)

JOINT MUNICIPAL COOPERATIVE BIDDING PROGRAM

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

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

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

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

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

BE IT RESOLVED that the Participant hereby appoints Eastern Suffolk BOCES to represent it and to act as the lead agent in all matters related to the Program as described above; and

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

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

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

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

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

Please Check One

This Resolution is a blanket and applies to all Cross Contracts we may wish to participate in with Eastern Suffolk BOCES for the entire year July 1, 2022 – June 30, 2023

- This Resolution solely applies to the Cross Contact for:
- Bid #2020-044-0502: Networked Copiers

Dated: _____

Monroe 2-Orleans BOCES
Name of Educational or Municipal Corporation

Signature of Official

Jo Anne L. Antonacci
Printed Name of Official

District Superintendent
Title

Wendy Vergamini
Contact Person - Name

Director of Procurement
Title

wvergami@monroe2boces.org
E-Mail Address

12. Executive Officer's Reports

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

13. Committee Reports

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

14. Upcoming Meetings/Calendar Events

- | | |
|---------|---|
| June 11 | 8:00 am MCSBA New Member Governance Training
(DoubleTree) |
| June 13 | 7:00 pm Special Education Moving On Ceremony (ESC) |
| June 14 | 4:30 pm New Board Member Orientation (ESC) |
| June 15 | 6:00 pm Board Meeting (ESC, PDC 1 & 2) |
| June 16 | 6:00 pm CTE Recognition Ceremony (Gates Chili Campus
Field) (Rain Date - June 17) |
| June 23 | 4:00 pm Retiree Recognition Event (ESC) |
| July 06 | Noon Board Officer Agenda Review |
| July 13 | Noon Re-organizational Board Meeting/Regular Board Meeting
followed by Audit Committee Meeting |

15. Other Items

16. *Executive Session*

17. Adjournment