

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 21, 2023, 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.

BOARD MEMBERS

Dennis Laba, President	Trina Lorentz
R. Charles Phillips, Vice President	Gerald Maar
John Abbott	Michael May
Cindy Dawson	Heather Pyke
Kathleen Dillon	

AGENDA

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Agenda Item(s) Modifications
4. Approval of Minutes: May 10, 2023, Regular Meeting Minutes
5. Public Interaction
6. Financial Reports
 1. Resolution to Accept Treasurer's Report
 2. Resolution to Accept WinCap Report
 3. Internal Claims Exception Log (Cynthia Medley-Evanetski)
 4. Annual Vehicle Inventory
7. Audit Committee Update (Steve Roland)
 1. Resolution to Accept the May 10, 2023 Audit Committee Meeting Minutes
8. Old Business – Resolution to Approve Revised 2023-24 Board Meeting Dates
9. New Business
 1. Resolution to Approve 2023-24 Fair Share Lease Template
 2. Resolution to Approve 2023-24 Preschool Classroom Lease Template
 3. Resolution to Authorize Funding the Career Technical Education Equipment Reserve Fund up to \$100,000
 4. Resolution to Authorize Funding the Teachers' Retirement Contribution Reserve Sub-Fund up to \$415,529
 5. Resolution to Authorize Funding the Retirement Contribution Reserve Fund up to \$1,000,000.00
 6. Resolution to Establish Insurance Reserve Fund
 7. Resolution to Authorize Funding the Insurance Reserve Fund up to \$300,000
 8. Resolution to Re-establish Liability Reserve Fund
 9. Resolution to Authorize Funding the Liability Reserve Fund up to \$100,000
 10. Resolution to Accept Risk Assessment for the Year Ending June 30, 2023
 11. Resolution to Approve the State Environmental Quality Review Act (SEQRA) for the 2023 Capital Project
 12. Resolution to Approve the 2023 Capital Project
 13. Resolution to Approve Intermunicipal Agreement with Monroe County for Reimbursement of COVID-

19 Testing Expenses

14. Resolution to Authorize Participation in the NYCLASS Program.
15. Resolution to Approve Chemical Hygiene Plan for 2023-24 School Year (T. Schulte)
16. Resolution to Accept Donation of Various Computer Cables, Routers, Switches from Wealth Enhancement Group
17. Resolution to Accept Donation of Bundles of Asphalt Shingles from B and L Wholesale
18. Resolution to Accept Donation of Plywood from Saint-Gobain ADFORDS, Inc.
19. Resolution to Accept Donation of Expiring Dental Materials

10. Personnel and Staffing

1. Resolution to Approve Personnel and Staffing Agenda
2. Resolution to Approve Agreement between District Superintendent and Director of Operations and Maintenance

11. Bids/Lease Purchases

1. Resolution to Accept Cooperative Pest Control Services
2. Resolution to Accept Industrial Racking Carts
3. Resolution to Accept Erie 1 Instructional Technology Statewide Licensing Agreements - FY 2023-2024
4. Resolution to Accept Erie 1 Distance Learning Statewide Licensing Agreements - FY 2023-2024

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 21	8:00 am	Center-Based Graduation (ESC, PDC)
	12:30 pm	Project SEARCH Celebration (ESC, PDC)
	5:00 pm	Audit Committee Meeting (ESC, Board Room)
	6:00 pm	Board Meeting (ESC, Board Room)
June 29	2:30-4:00pm	Tom Burke Retirement Party ESC, PDC)
July 12	Noon	Re-organizational Board Meeting immediately followed by Regular Board Meeting 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 10, 2023, Regular Meeting Minutes

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

Minutes of the Regular Meeting of the Board of Cooperative Educational Services, Second Supervisory District of Monroe and Orleans Counties, held on May 10, 2023, at 6:00 p.m. at the Richard E. Ten Haken Educational Services Center, Spencerport, New York 14559.

Members Present:

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

Members Absent: Cindy Dawson

Staff Present:

Jo Anne Antonacci	Karen Brown
Stephen Dawe	Steve Roland
Ian Hildreth	Thomas Schulte
Kelly Mutschler	Lynda VanCoske

1. Call the Meeting to Order

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

2. Pledge of Allegiance

3. Agenda Modifications - None

4. Approval of Minutes

Resolved: To Approve the Minutes of the April 19, 2023, Meeting Minutes as presented.
Moved by K. Dillon, seconded by G. Maar; passed unanimously

5. Public Interaction – There was no public interaction.

6. Financial Reports

Resolved: To Accept the Treasurer’s Report as presented
Moved by J. Abbott, seconded by K. Dillon; passed unanimously.

Resolved: To Accept the WinCap Report as presented
Moved by J. Abbott, seconded by M. May; passed unanimously

7. Audit Committee

Resolved: To Approve 2023-24 Audit Committee Members
Moved by G. Maar; seconded by C. Phillips; passed unanimously.

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

9. Old Business - none

10. New Business

1. Resolved: To Waive the Second Reading and Approve the Policies for Annual Review
Moved by M. May, seconded by J. Abbott; passed unanimously. Lynda VanCoske left the meeting at 6:17.
2. Resolved: To Adopt 2023-24 Proposed Adopted Budget
Moved by K. Dillon, seconded by G. Maar; passes unanimously
3. Resolved: To Approve Lease with Spencerport CSD
Moved by J. Abbott, seconded by M. May; passed unanimously
4. Resolved: To Approve Lease with Turner Drive and Associates, LLC
Moved by K. Dillon, seconded by G. Maar: passed unanimously
5. 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 Driver's License, Industrial and Commercial Electrical, CNC Machining, Residential Construction, Dental Office Assisting, Industrial and Mechanical Electrical, Industrial Operator, and Welding in accordance with the New York State Education Department requirements to be eligible for EPE Funding
Moved by K. Dillon, seconded by G. Maar; passed unanimously
6. Resolved: To Accept Accept Donation of Miscellaneous PCs, Servers, and Laptops from Entre Computer Services
Moved by M. May, seconded by J. Abbott: passed unanimously
7. 2023-24 Board Presentations were reviewed – no changes were made
8. 2023-24 Board Development ideas were discussed –Human Resources/Labor Relations and Finance sessions were suggested.

11. Personnel and Staffing

1. Resolved: To Approve the Personnel and Staffing Agenda as presented
Moved by J. Abbott; seconded G. Maar; passed unanimously
2. Resolved: That the Board approves the Agreement between the District Superintendent of Monroe 2-Orleans BOCES and the Administrative Assistant to the District Superintendent/Board Clerk for the period of July 1, 2023 – June 30, 2024, as presented.
Moved by M. May, seconded by G. Maar; passed unanimously
3. Resolved: That the Board approves the Agreement between the District Superintendent of Monroe 2-Orleans BOCES and the District Treasurer Manager for the period of July 1, 2023 – June 30, 2024, as presented
Moved by J. Abbott, seconded by K. Dillon; passed unanimously

12. Bids/Lease Purchases

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

Bid #RFB-2049-23 COOPERATIVE NATURAL GAS Bid

Energo Power & Gas, LLC SC-5 Accounts

Basis/DT \$0.293

Estimated annual expenditures \$95,382.00

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

13. Executive Officer's Report

The Mid-west JMT is covering the May Regents meeting on May 15-16, 2023. The JMT had their final meeting with the regents for this school year. It was a good chance to get to know newly elected Regent Adrian Hale. He is very interested in CTE.

As search consultant for their DS Search, the District Superintendent met with the Wayne-Finger Lakes BOCES board on May 8, 2023. The W-FL vacancy will be posted June 1-July 10, 2023. GV BOCES District Superintendent Kevin MacDonald will be interim DS during the search.

Monroe 2-Orleans BOCES Board President Dennis Laba has been elected as the Vice President of the Monroe County School Boards Association for the 2023-24 term.

Administration is still working on filling the Director of Operations and Maintenance position that will be vacant upon Tom Burke's retirement.

Twenty recipients were approved by the Monroe 2-Orleans Educational Foundation Make All the Difference Scholarship interview committee. Two students will receive \$1,000.00 awards and 18 students will receive \$5,000.00 scholarships. All Monroe 2-Orleans BOCES components are represented.

County Executive Adam Bello visited and toured CTE in late April. He remarked how impressive the programs are that our students have access to and incredible experiences they have.

The Spring Dance was a wonderful success again this year. This is a beloved tradition for our students and staff. Students dressed up, had dinner together and danced the night away.

14. Committee Reports –


1. Labor Relations - last meeting was the law conference.
2. Legislative Committee - last meeting; focus on communication
3. Information Exchange Committee – no report

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

16. Other items – none

17. Adjournment: At 6:51 p.m. a motion was made by K. Dillon to adjourn the meeting, seconded by J. Abbott; passed unanimously.

Respectfully Submitted,


Kelly Mutschler
Board Clerk

5. Public Interaction

6. Financial Reports

1. Resolution to Accept Treasurer's Report
2. Resolution to Accept WinCap Report
3. Internal Claims Exception Log (Cynthia Medley-Evanetski)
4. Annual Vehicle Inventory

Monroe 2 - Orleans BOCES

Treasurer's Report

Period Ending April 30, 2023

	GENERAL FUND		SPECIAL AID FUND	
BEGINNING CASH ON HAND		9,111,661.91		917,202.16
RECEIPTS:				
Interest Earned	40,681.53		358.94	
Charges for Services	8,725,376.12		-	
Non-Contract Services	74,447.66		-	
Collected for Other Funds	-		-	
State, Federal and Local Aid	3,738.71		271,293.88	
Transfers from Other Funds	198,657.70		-	
Miscellaneous Funds	69,381.24		-	
TOTAL RECEIPTS	9,112,282.96	9,112,282.96	271,652.82	271,652.82
DISBURSEMENTS				
Payroll and Benefits	3,312,445.23		650.00	
Warrants	3,737,188.88		63,495.80	
Transfers to Other Funds	12,000.00		198,657.70	
Miscellaneous Disbursements	91.30		-	
TOTAL DISBURSEMENTS	7,061,725.41	(7,061,725.41)	262,803.50	(262,803.50)
ENDING CASH ON HAND:		11,162,219.46		926,051.48
GENERAL FUND CHECKING		6,534,628.88	SPECIAL AID CHKG - CHASE	907,238.88
GENERAL FUND SAVINGS		143,400.41	SPECIAL AID CHKG - M&T	18,812.60
PAYROLL CHECKING		109,074.53		
DENTAL/FSA ACCOUNT CASH		78,613.06		
GENERAL FUND CD		1,008,194.21		
CASH- LIABILITY RESERVE		993,775.74		
CASH- UNEMPLOYMENT RES		624,515.40		
CASH- CTE RESERVE		98,620.80		
TREASURY INVESTMENTS		1,571,396.43		
		11,162,219.46		926,051.48

	MISC SPECIAL REVENUE	
BEGINNING CASH ON HAND		64,189.52
RECEIPTS:		
Interest Earned	111.18	
Component Contributions	-	
Transfers from Other funds	12,000.00	
Donations	-	
Miscellaneous Funds	-	
TOTAL RECEIPTS	12,111.18	12,111.18
DISBURSEMENTS		
Warrants	-	
Scholarships	-	
Transfers to Other Funds	-	
Miscellaneous Disbursements	-	
TOTAL DISBURSEMENTS	-	-
ENDING CASH ON HAND:		76,300.70
B4 SCIENCE		752.87
GIFT FUND SAVINGS		75,547.83
		76,300.70

	CAPITAL FUND	
		1,992,088.91
	17,234.83	
	-	
	-	
	-	
	-	
	17,234.83	17,234.83
	46,431.25	
	-	
	-	
	-	
	46,431.25	(46,431.25)
		1,962,892.49
CAPITAL FUND CHECKING		436,097.27
CAPITAL FUND INVESTMENTS		1,526,795.22
		1,962,892.49

----- 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	15,055,378.16	142,694,291.39	33,853,143.48	369,216.00	191,972,029.03
RECEIPTS:					
Interest Earned	17,129.48	336,250.20	38,507.55	-	
Contributions	1,463,699.97	21,663,358.33	1,330,167.00	130,784.00	
Miscellaneous Funds	-	-	799,437.33	101.28	
TOTAL RECEIPTS	1,480,829.45	21,999,608.53	2,168,111.88	130,885.28	25,779,435.14
DISBURSEMENTS					
Claims	1,587,540.55	22,932,466.88	273,802.87	197,358.52	
Admin and Other Disbursements	106,717.94	744,780.58	129,813.76	-	
TOTAL DISBURSEMENTS	1,694,258.49	23,677,247.46	403,616.63	197,358.52	(25,972,481.10)
ENDING CASH ON HAND:	14,841,949.12	141,016,652.46	35,617,638.73	302,742.76	191,778,983.07
RASHP I CHECKING	3,341,814.85				3,341,814.85
RASHP I SAVINGS / INVESTMENTS	5,110,433.65				5,110,433.65
RASHP II CHECKING		26,453,823.73			26,453,823.73
RASHP II SAVINGS / INVESTMENTS		57,808,128.28			57,808,128.28
RASWC CHECKING			5,796,598.08		5,796,598.08
RASWC SAVINGS / INVESTMENTS			16,146,141.57		16,146,141.57
WFL WC CHECKING				302,742.76	302,742.76
TREASURY INVESTMENTS	6,389,700.62	56,754,700.45	13,674,899.08		76,819,300.15
TOTAL CASH	14,841,949.12	141,016,652.46	35,617,638.73	302,742.76	191,778,983.07

Collateral Analysis	M&T Bank	Five Star Bank	Chase Bank
Bank Totals	37,599,367.87	80,184,098.55	9,732,284.20
<i>Collateral:</i>			
FDIC	500,000.00	250,000.00	250,000.00
Additional FDIC through CD Option	-	-	-
Collateral held by Bank	-	-	10,420,662.50
Collateral held by Third Party	36,348,449.55	15,425,445.04	-
	<u>36,848,449.55</u>	<u>15,675,445.04</u>	<u>10,670,662.50</u>
Over / (Under) Collateralized	(750,918.32)	(64,508,653.51)	938,378.30

Treasurer's Notes:

We've locked in several 5% short term Treasuries.

We've earned more than \$450,000 in interest for April.

This is to certify that I have received these balances:

Kelly Mutschler

District Clerk

6/16/2023

Date

[Signature]

Assistant Superintendent for Finance and Operations

6/15/23

Date

[Signature]

Treasurer

5/18/23

Date

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 05/31/2023

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
0 Administration							
100 SALARIES		1,221,019.00	73,410.00	1,294,429.00	1,193,659.22	97,355.43	3,414.35
200 EQUIPMENT		15,650.00	113,815.88	129,465.88	63,155.73	52,453.61	13,856.54
300 SUPPLIES		16,450.00	4,421.57	20,871.57	13,684.71	5,667.81	1,519.05
400 CONTRACTUAL		400,609.00	95,262.57	495,871.57	397,286.19	76,461.03	22,124.35
470 Rental of Facilities		2,370,568.00	0.00	2,370,568.00	1,973,301.74	26,471.56	370,794.70
700 INTEREST ON REVENUE NOTES		4,000.00	-3,700.00	300.00	0.00	0.00	300.00
800 EMPLOYEE BENEFITS		608,158.00	-23,948.00	584,210.00	489,126.53	43,385.74	51,697.73
899 Oth Post Retirement Benft		6,066,488.00	-232,055.00	5,834,433.00	4,722,162.54	189,358.49	922,911.97
910 TRANSFER TO CAPITAL FUND		800,000.00	0.00	800,000.00	800,000.00	0.00	0.00
950 TRANSFER FROM O & M		69,837.00	0.00	69,837.00	69,837.00	0.00	0.00
960 TRANSFER CHARGE		271,154.00	8,691.67	279,845.67	279,710.67	0.00	135.00
Subtotal of 0 Administration		11,843,933.00	35,898.69	11,879,831.69	10,001,924.33	491,153.67	1,386,753.69
1 Career Education							
100 SALARIES		4,484,827.00	-89,273.90	4,395,553.10	3,693,541.17	706,760.40	-4,748.47
200 EQUIPMENT		105,000.00	430,521.70	535,521.70	273,260.81	254,146.08	8,114.81
300 SUPPLIES		415,750.00	120,792.94	536,542.94	482,652.17	45,756.53	8,134.24
400 CONTRACTUAL		309,250.00	353,577.44	662,827.44	564,919.23	98,652.25	-744.04
490 SCH DIST AND OTHER BOCES		28,125.51	893.58	29,019.09	26,556.15	0.00	2,462.94
800 EMPLOYEE BENEFITS		2,284,913.00	-464,076.17	1,820,836.83	1,495,498.49	212,613.53	112,724.81
950 TRANSFER FROM O & M		1,417,510.00	3,992.80	1,421,502.80	1,421,502.80	0.00	0.00
960 TRANSFER CHARGE		600,742.00	-23,459.49	577,282.51	577,282.51	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		0.00	-10,393.53	-10,393.53	-10,258.53	0.00	-135.00
990 TRANS CREDTS FR OTHER FUND		-6,750.00	5,248.00	-1,502.00	-1,502.00	0.00	0.00
Subtotal of 1 Career Education		9,639,367.51	327,823.37	9,967,190.88	8,523,452.80	1,317,928.79	125,809.29
2 Special Education							
100 SALARIES		6,331,556.00	109,560.08	6,441,116.08	5,001,364.28	1,073,693.29	366,058.51
200 EQUIPMENT		148,071.00	-15,806.64	132,264.36	36,292.22	20,878.78	75,093.36
300 SUPPLIES		68,333.00	19,029.82	87,362.82	47,410.78	11,886.58	28,065.46
400 CONTRACTUAL		1,174,556.00	-181,194.31	993,361.69	619,968.79	45,567.09	327,825.81
490 SCH DIST AND OTHER BOCES		5,486,216.52	676,198.96	6,162,415.48	5,499,806.61	1,789.17	660,819.70
800 EMPLOYEE BENEFITS		3,606,135.00	149,838.23	3,755,973.23	2,879,120.20	424,275.56	452,577.47
950 TRANSFER FROM O & M		415,023.00	0.00	415,023.00	415,023.00	0.00	0.00
960 TRANSFER CHARGE		15,742,997.00	43,960.64	15,786,957.64	15,786,957.64	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-187,595.00	-45,651.65	-233,246.65	-233,246.65	0.00	0.00
Subtotal of 2 Special Education		32,785,292.52	755,935.13	33,541,227.65	30,052,696.87	1,578,090.47	1,910,440.31
3 Itinerent Services							
100 SALARIES		12,272,957.00	-260,541.11	12,012,415.89	8,669,235.35	1,945,744.59	1,397,435.95
200 EQUIPMENT		116,420.00	3,040.00	119,460.00	17,811.88	200.00	101,448.12
300 SUPPLIES		97,307.00	-5,732.83	91,574.17	20,284.38	4,705.63	66,584.16

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 05/31/2023

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
400 CONTRACTUAL		1,183,047.00	-204,671.91	978,375.09	157,669.14	48,579.99	772,125.96
490 SCH DIST AND OTHER BOCES		651,205.39	-513,277.87	137,927.52	115,445.40	0.00	22,482.12
800 EMPLOYEE BENEFITS		6,525,938.00	-372,134.50	6,153,803.50	4,328,793.52	719,317.09	1,105,692.89
950 TRANSFER FROM O & M		8,415.00	4,565.60	12,980.60	12,980.60	0.00	0.00
960 TRANSFER CHARGE		1,358,059.00	2,500.66	1,360,559.66	1,360,559.66	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-11,265,795.00	0.00	-11,265,795.00	-11,265,795.00	0.00	0.00
Subtotal of 3 Itinerent Services		10,947,553.39	-1,346,251.96	9,601,301.43	3,416,984.93	2,718,547.30	3,465,769.20
4 General Instruction							
100 SALARIES		1,823,548.00	14,466.72	1,838,014.72	1,736,362.18	180,090.87	-78,438.33
200 EQUIPMENT		5,100.00	837.00	5,937.00	1,113.00	250.00	4,574.00
300 SUPPLIES		10,850.00	6,129.62	16,979.62	7,823.53	2,929.65	6,226.44
400 CONTRACTUAL		691,688.00	915,670.44	1,607,358.44	720,501.84	356,925.61	529,930.99
490 SCH DIST AND OTHER BOCES		77,395.56	294,910.02	372,305.58	313,615.74	137.63	58,552.21
800 EMPLOYEE BENEFITS		640,205.00	-8,627.62	631,577.38	537,274.71	63,217.69	31,084.98
950 TRANSFER FROM O & M		143,987.00	530.96	144,517.96	144,517.96	0.00	0.00
960 TRANSFER CHARGE		183,465.00	3,478.81	186,943.81	186,943.81	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-48,055.00	-88.40	-48,143.40	-48,143.40	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-3,160.00	0.00	-3,160.00	-3,160.00	0.00	0.00
Subtotal of 4 General Instruction		3,525,023.56	1,227,307.55	4,752,331.11	3,596,849.37	603,551.45	551,930.29
5 Instruction Support							
100 SALARIES		5,863,168.00	75,079.05	5,938,247.05	4,836,695.90	685,008.36	416,542.79
200 EQUIPMENT		3,511,696.00	7,393,358.61	10,905,054.61	6,579,659.63	3,512,073.16	813,321.82
300 SUPPLIES		832,892.00	383,438.58	1,216,330.58	824,734.21	156,838.68	234,757.69
400 CONTRACTUAL		5,331,752.00	1,052,110.03	6,383,862.03	4,756,130.74	1,146,344.26	481,387.03
490 SCH DIST AND OTHER BOCES		617,369.02	336,556.90	953,925.92	828,262.43	0.00	125,663.49
800 EMPLOYEE BENEFITS		2,753,512.00	-13,563.89	2,739,948.11	2,076,337.78	286,769.52	376,840.81
950 TRANSFER FROM O & M		680,763.00	4,320.00	685,083.00	685,083.00	0.00	0.00
960 TRANSFER CHARGE		1,113,972.00	25,577.25	1,139,549.25	1,139,549.25	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-2,729,807.00	-38,751.99	-2,768,558.99	-2,768,558.99	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-86,679.00	57,355.18	-29,323.82	-29,323.82	0.00	0.00
Subtotal of 5 Instruction Support		17,888,638.02	9,275,479.72	27,164,117.74	18,928,570.13	5,787,033.98	2,448,513.63
6 Other Services							
100 SALARIES		2,451,251.00	7,280.81	2,458,531.81	2,104,164.70	184,302.78	170,064.33
200 EQUIPMENT		483,443.00	406,099.36	889,542.36	291,297.13	469,918.19	128,327.04
300 SUPPLIES		34,988.00	49,098.27	84,086.27	27,073.38	5,353.42	51,659.47
400 CONTRACTUAL		3,787,082.00	584,992.83	4,372,074.83	2,814,114.62	903,773.23	654,186.98
490 SCH DIST AND OTHER BOCES		7,861,542.01	2,805,335.03	10,666,877.04	9,988,417.78	0.00	678,459.26
800 EMPLOYEE BENEFITS		1,095,634.00	-36,043.95	1,059,590.05	804,176.93	89,147.81	166,265.31
950 TRANSFER FROM O & M		121,997.00	195.64	122,192.64	122,192.64	0.00	0.00
960 TRANSFER CHARGE		125,810.00	3,956.00	129,766.00	129,766.00	0.00	0.00

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 05/31/2023

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
970 TR CREDTS FR SERVICE PROGR		-1,903,103.00	11,237.34	-1,891,865.66	-1,891,865.66	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-115,726.00	38,594.57	-77,131.43	-75,901.43	0.00	-1,230.00
Subtotal of 6 Other Services		13,942,918.01	3,870,745.90	17,813,663.91	14,313,436.09	1,652,495.43	1,847,732.39
7 Undefined							
100 SALARIES		3,418,835.00	-11,661.73	3,407,173.27	3,068,768.47	300,262.79	38,142.01
200 EQUIPMENT		48,800.00	-28,552.95	20,247.05	20,328.86	0.00	-81.81
300 SUPPLIES		233,680.00	26,894.18	260,574.18	222,165.00	36,459.90	1,949.28
400 CONTRACTUAL		1,853,869.00	127,462.27	1,981,331.27	1,794,438.22	207,156.36	-20,263.31
800 EMPLOYEE BENEFITS		1,638,322.00	-119,479.46	1,518,842.54	1,137,710.47	134,964.44	246,167.63
950 TRANSFER FROM O & M		574,609.00	5,911.60	580,520.60	580,520.60	0.00	0.00
960 TRANSFER CHARGE		1,543,402.00	18,942.69	1,562,344.69	1,562,344.69	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-8,237,387.00	-19,516.60	-8,256,903.60	-8,256,903.60	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-1,074,130.00	0.00	-1,074,130.00	-1,074,130.00	0.00	0.00
Subtotal of 7 Undefined		0.00	0.00	0.00	-944,757.29	678,843.49	265,913.80
Total GENERAL FUND		100,572,726.01	14,146,938.40	114,719,664.41	87,889,157.23	14,827,644.58	12,002,862.60

Vehicle Inventory - Policy 4520				
2022/23 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
2022	CTE	Ford	Van	\$34,927
2004	O&M	Chevy	Van	\$20,038
2008	O&M	Chevy	Bus	\$18,008
2008	O&M	Chevy	Bus	\$18,008
2010	O&M	Ford	Pickup Truck	\$25,000
2010	O&M	Chevy	Van	\$16,618
2011	O&M	Chevy	Van	\$19,075
2011	O&M	Ford	Van	\$20,096
2013	O&M	Ford	Van	\$20,267
2013	O&M	Dodge	Wagon	\$22,958
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
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
2022	Special Ed	Ford	Van	\$34,927
2022	Special Ed	Ford	Van	\$34,927
			29	\$771,707

7. Audit Committee Update (Steve Roland)
 1. Resolution to Accept the May 10, 2023 Audit Committee Meeting Minutes



**Finance
Office**

Steve Roland
Assistant Superintendent
for Finance and Operations
Tel: (585) 352-2412
Fax: (585) 352-2756
Email:
sroland@monroe2boces.org

Audit Committee Meeting

May 10, 2023

Members Present: John Abbott, Dennis Laba, Mike May, Chuck Phillips

Others Present: Jo Anne Antonacci, Steve Roland

I. Risk Assessment

Mary Young from Lumsden & McCormick (L&M) reviewed the Risk Assessment (Report) for the year ending June 30, 2023. Some of the highlights included the following:

- There exists good separation of duties between A/P and Purchasing
- There is a new Internal Claims Auditor (ICA); she will meet with the Board in June
- There are a number of new Payroll and Benefits staff since the last Risk Assessment; staff have been crossed trained
- Good controls exist for Budget Transfers and Bank Transfers
- Good controls exist over Networks and Technology Systems
- Suggestion that the ICA do random testing for Bid Requirements

Mary also reviewed the Risk Matrix at the end of the Risk Assessment. The Audit Committee agreed with the recommendation to test employee access to Payroll and HR Modules in WinCap to ensure rights are appropriately restricted to align with job duties and mitigate any opportunities for fraud.

It was suggested that Fixed Assets be an area for future testing.

II. Reserves

Steve distributed a handout describing two-related reserves: Insurance and Liability. The Insurance Reserve is used to fund uninsured losses, claims or judgments while the Liability Reserve is strictly used to fund liability claims. We currently have a Liability Reserve, but it was established in 1986. It was agreed that resolutions would be brought to the June Board meeting re-establishing the Liability Reserve and creating an Insurance Reserve.

Cc: Board

8. Old Business – Resolution to Approve Revised 2023-24 Board Meeting Dates

**MONROE 2-ORLEANS BOCES
2023-24 BOARD MEETING DATES**

The Monroe 2-Orleans Board of Cooperative Educational Services typically holds its regular meetings August through June on the third 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.

***Please note:** The July, February and June meetings will **not** fall on the third Wednesday.

- | | |
|----------------------------------|---|
| * Wednesday July 12, 2023 | Noon Reorganizational-Regular Board Meeting and District Wide S.A.V.E. Plan Public Hearing followed by Audit Committee Meeting |
| Wednesday, August 16, 2023 | |
| Wednesday, September 20, 2023 | |
| Wednesday, October 18, 2023 | Audit information will be shared at this meeting |
| Wednesday, November 15, 2023 | |
| Wednesday, December 20, 2023 | |
| Wednesday, January 17, 2024 | |
| * Wednesday, February 14, 2024 | |
| Wednesday, March 20, 2024 | |
| Wednesday, April 10, 2024 | BOCES 2 Annual Meeting (Big Ridge Road Campus) |
| Wednesday, April 17, 2024 | Regular Board Meeting and Code of Conduct Public Hearing |
| <i>Tuesday, April 30, 2024</i> | <i>No meeting – noted as deadline for Component Districts Annual Voting on BOCES 2 Administrative Budget and Board Member Elections</i> |
| Wednesday, May 15, 2024 | |
| * Wednesday, June 12, 2024 | |

Board Approved: 03/15/2023
Revised:

9. New Business

- 1. Resolution to Approve 2023-24 Fair Share Lease Template**

FAIRSHARE CLASSROOM LEASE FOR SPACE
TEMPLATE

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

WITNESSETH:

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

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

1. ASSIGNMENT

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

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

2. BREACH OF ONE PROVISION

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

3. CHANGES, ALTERATIONS

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

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

4. COMPLIANCE WITH LAWS

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

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

5. CONFIDENTIALITY

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

6. CONFLICT OF INTEREST

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

7. CONSTRUCTION/AMENDMENTS

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

8. CONTACT PERSON

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

9. COPIES OF THE LEASE

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

10. DANGEROUS CONDITION

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

11. DEDUCTION OF RENT

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

12. DEFAULT

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

13. LANDLORD OBLIGATIONS

The Landlord further agrees to provide the following:

- (a) Provide Tenant with outside keys and interior keys as applicable. In the event of loss of keys, the Tenant agrees to inform the Landlord immediately. The Tenant also agrees to pay the cost of replacement of individual keys. If in the judgment of the Landlord and competent police authority the building ought to be re-keyed due to the Tenant's negligence or inadvertence, the Tenant agrees to pay the cost of re-keying for the affected areas of the facility. (The cost of re-keying is not to exceed \$500.00.).
- (b) 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) 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) Potable water at the appropriate lead levels.

14. ENTER SPACE

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

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

15. ENTIRE LEASE

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

16. EXCLUSIVITY

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

17. GOVERNING LAW

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

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

18. HEADINGS

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

19. HEALTH AND SAFETY

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

20. INDEMNIFICATION

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

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

21. INDEPENDENT CONTRACTOR

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

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

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

22. INSURANCE

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

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

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

23. INTEGRATION

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

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

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

24. INVALID/SEVERABILITY

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

25. LOGO

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

26. NON-DISCRIMINATION

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

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

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

27. NON-FUNDING

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

28. NOTICE/SERVICE OF PROCESS

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

29. PART Z CHEMICALS

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

30. PEACEFUL USE

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

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

31. RENTAL

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

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 Approve 2023-24 Preschool Classroom Lease Template

PRESCHOOL CLASSROOM LEASE FOR SPACE
TEMPLATE

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

WITNESSETH:

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

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

1. ASSIGNMENT

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

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

2. BREACH OF ONE PROVISION

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

3. CHANGES, ALTERATIONS

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

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

4. COMPLIANCE WITH LAWS

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

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

5. CONFIDENTIALITY

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

6. CONFLICT OF INTEREST

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

7. CONSTRUCTION/AMENDMENTS

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

8. CONTACT PERSON

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

9. COPIES OF THE LEASE

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

10. DANGEROUS CONDITION

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

11. DEDUCTION OF RENT

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

12. DEFAULT

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

13. LANDLORD OBLIGATIONS

The Landlord further agrees to provide the following:

- (a) Provide Tenant with outside keys and interior keys as applicable. In the event of loss of keys, the Tenant agrees to inform the Landlord immediately. The Tenant also agrees to pay the cost of replacement of individual keys. If in the judgment of the Landlord and competent police authority the building ought to be re-keyed due to the Tenant's negligence or inadvertence, the Tenant agrees to pay the cost of re-keying for the affected areas of the facility. (The cost of re-keying is not to exceed \$500.00.).
- (b) 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) 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) Potable water at the appropriate lead levels.

14. ENTER SPACE

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

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

15. ENTIRE LEASE

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

16. EXCLUSIVITY

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

17. GOVERNING LAW

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

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

18. HEADINGS

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

19. HEALTH AND SAFETY

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

20. INDEMNIFICATION

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

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

21. INDEPENDENT CONTRACTOR

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

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

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

22. INSURANCE

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

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

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

23. INTEGRATION

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

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

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

24. INVALID/SEVERABILITY

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

25. LOGO

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

26. NON-DISCRIMINATION

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

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

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

27. NON-FUNDING

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

28. NOTICE/SERVICE OF PROCESS

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

29. PART Z CHEMICALS

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

30. PEACEFUL USE

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

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

31. RENTAL

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

32. SALE OF BUILDING

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

33. SPACE

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

34. SUBCONTRACTING

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

35. TERM

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

36. TERMINATION

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

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

37. USAGE

The Tenant is free to use the space 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

3. Resolution to Authorize Funding the Career Technical Education Equipment Reserve Fund up to \$100,000



*Monroe 2–Orleans
Board of Cooperative Educational Services*

Jo Anne L. Antonaccl, District Superintendent

**Finance
Office**

Steve Roland
*Assistant Superintendent
for Finance and Operations*

Tel: (585) 352-2412

Fax: (585) 352-2756

Email:
sroland@monroe2boces.org

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

Resolved, upon the recommendation of the District Superintendent, that the Monroe 2 - Orleans BOCES Board authorizes additional contributions to the previously established Career and Technical Education (CTE) Equipment Reserve Fund up to the amount of \$100,000 from 2022/23 school year expenditures.

9. New Business

4. Resolution to Authorize Funding the Teachers' Retirement Contribution Reserve Sub-Fund up to \$415,529



*Monroe 2–Orleans
Board of Cooperative Educational Services*

Jo Anne L. Antonaccl, District Superintendent

**Finance
Office**

Steve Roland
*Assistant Superintendent
for Finance and Operations*
Tel: (585) 352-2412
Fax: (585) 352-2756
Email:
sroland@monroe2boces.org

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

Resolved, upon the recommendation of the District Superintendent, that the Monroe 2 - Orleans BOCES Board authorizes contributions to the previously established Teachers' Retirement Contribution Reserve Sub-Fund up to the amount of \$415,529 from 2022/23 school year expenditures.

9. New Business

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



*Monroe 2–Orleans
Board of Cooperative Educational Services*

Jo Anne L. Antonaccl, District Superintendent

**Finance
Office**

Steve Roland
*Assistant Superintendent
for Finance and Operations*

Tel: (585) 352-2412

Fax: (585) 352-2756

Email:
sroland@monroe2boces.org

Retirement Contribution Reserve Fund – Authorization to Fund

Resolved, upon the recommendation of the District Superintendent, that the Monroe 2 - Orleans BOCES Board authorizes additional contributions to the previously established Retirement Contribution Reserve Fund up to the amount of \$1,000,000 from 2022/23 school year expenditures.

9. New Business

6. Resolution to Establish Insurance Reserve Fund



Monroe 2–Orleans
Board of Cooperative Educational Services

Jo Anne L. Antonacci, District Superintendent

**Finance
Office**

Steve Roland
Assistant Superintendent
for Finance and Operations

Tel: (585) 352-2412

Fax: (585) 352-2756

Email:
sroland@monroe2boces.org

Establish Insurance Reserve Fund

Resolved, that pursuant to Section 6-n of the General Municipal Law, as amended, the Monroe 2-Orleans BOCES hereby establishes an Insurance Reserve. The purpose of this Reserve fund is to fund certain uninsured losses, claims, actions, or judgments, with a number of exceptions as identified in the law.

Except as otherwise provided by law, expenditures from this Reserve fund shall be made only for the purpose for which the Reserve is established. No expenditure shall be made from this Reserve fund without the approval of this governing board.

9. New Business

7. Resolution to Authorize Funding the Insurance Reserve Fund up to \$300,000



*Monroe 2–Orleans
Board of Cooperative Educational Services*

Jo Anne L. Antonacci, District Superintendent

**Finance
Office**

Steve Roland
*Assistant Superintendent
for Finance and Operations*

Tel: (585) 352-2412

Fax: (585) 352-2756

Email:
sroland@monroe2boces.org

Insurance 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 Insurance Reserve Fund up to the amount of \$300,000 from 2022/23 school year expenditures.

9. New Business

8. Resolution to Re-establish Liability Reserve Fund



*Monroe 2–Orleans
Board of Cooperative Educational Services*

Jo Anne L. Antonacci, District Superintendent

**Finance
Office**

Steve Roland
*Assistant Superintendent
for Finance and Operations*

Tel: (585) 352-2412

Fax: (585) 352-2756

Email:

sroland@monroe2boces.org

Re-establish Liability Reserve Fund

Resolved, that pursuant to Education Law, §1709, Subdivision 8-c, the BOCES originally established a Liability Reserve on August 19, 1986. This Reserve shall be re-established with the purpose of paying for unanticipated, non-recurring liability claims, the balance of which cannot exceed 3% of the budget. The current balance of the Reserve, as of our last financial audit of June 30, 2022, is \$1,379,697. Funding will be provided by surplus funds from the General fund budget. No expenditure shall be made from this Reserve fund without the approval of the governing board.

9. New Business

9. Resolution to Authorize Funding the Liability Reserve Fund up to \$100,000



*Monroe 2–Orleans
Board of Cooperative Educational Services*

Jo Anne L. Antonacci, District Superintendent

**Finance
Office**

Steve Roland
*Assistant Superintendent
for Finance and Operations*

Tel: (585) 352-2412

Fax: (585) 352-2756

Email:
sroland@monroe2boces.org

Liability 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 Liability Reserve Fund up to the amount of \$100,000 from 2022/23 school year expenditures.

9. New Business

10. Resolution to Accept Risk Assessment for the Year Ending June 30,
2023



Monroe 2 – Orleans BOCES

RISK ASSESSMENT

FOR THE YEAR ENDING JUNE 30, 2023

May 10, 2023

Members of the Board and Audit Committee
Monroe 2 - Orleans BOCES
3599 Big Ridge Road
Spencerport, New York 14559

Members of the Board and Audit Committee:

The internal audit function's primary responsibility is to assist the Board in ensuring that Monroe 2 - Orleans BOCES (BOCES) control risks are identified and that appropriate internal controls are in place to address those risks. As defined by *The Committee of Sponsoring Organizations of the Treadway Commission* (COSO), internal controls consist of five key elements:

1. The Control Environment
2. Risk Assessment
3. Control Activities
4. Information and Communication
5. Monitoring

An entity's internal control over financial reporting is a process effected by those charged with governance, management, and other personnel, designed to provide reasonable assurance regarding the preparation of reliable financial statements in accordance with accounting principles generally accepted in the United States of America. An entity's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the entity; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with accounting principles generally accepted in the United States of America, and that receipts and expenditures of the entity are being made only in accordance with authorizations of management and those charged with governance; and (3) provide reasonable assurance regarding prevention, or timely detection and correction of unauthorized acquisition, use, or disposition of the entity's assets that could have a material effect on the financial statements.

Management is responsible for establishing and maintaining effective internal control over financial reporting. Because of its inherent limitations, internal control over financial reporting may not prevent, or detect and correct misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

The internal audit function required for New York State Public Schools and BOCES must include, at a minimum:

- Development of a risk assessment of BOCES operations including, but not limited to, a review of BOCES' financial policies, procedures and practices, and the testing and evaluation of internal controls;
- An annual review and update of such risk assessment;
- Periodic testing and evaluation of one or more areas of BOCES' operations annually; and
- Preparation of reports, at least annually or more frequently as the Board may direct, which analyze significant risk assessment findings, recommend changes for strengthening controls and reducing identified risks, and specify timeframes for implementation of those recommendations.

Our updated risk assessment and risk matrix are based primarily on interviews with various personnel with responsibility for financial accounting and reporting, the implementation and monitoring of those procedures, and information obtained during prior year testing procedures. We interviewed the following employees in order to prepare our risk assessment:

NAME	TITLE	RESPONSIBILITIES
Tammy Almeter	Human Resources Assistant	Maintains personnel files, enters employee information
Jo Anne Antonacci	District Superintendent	Oversees BOCES operations
Karen Brown	Assistant Superintendent for Human Resources	Oversees human resources and payroll departments
Colleen Dzwigal	Payroll Clerk	Oversees timesheet entry, reviews attendance records and timesheets, prints payroll checks
Mary Kay Fulkerson	Human Resources Clerk	New hire paperwork, reviews time and attendance entries
Shawna Gareau-Kurtz	Director of the Center for Workforce Development	Approves timesheets, purchase order requisitions
Debbie Hartung	Assistant Purchasing Agent	Purchase order approval, bids, auctions
Linda Intini	Benefits Clerk	Health, dental, and medical benefits; retiree health insurance
Anne Johnson	Payroll Supervisor	Processes payroll
Mary Ann Knapp	Account Clerk	Cash receipts at CTE, extraclass central treasurer
Mark Laubacher	Assistant Business Official	Manages budgets for Center for Workforce Development, Career and Technical Education, and Communication and Technology Services
Joanne Laurini	Purchasing Specialist	Processes approved purchase order requisitions, oversees credit card sign-out, bids
Heather Malone	Exceptional Children Supervisor – Pre-school	Pre-school billing
Gary Manuse	Assistant Business Official	Monitors pre-school, special education/alternative education, summer school programs, student records, and transportation
Becky Maslowski	Personnel Analyst	Adds new employees to WinCap, HR purchasing
Cynthia Medley-Evanetski	Claims Auditor	Prepares claims log, mails checks, approves claims for the Board
Robert Nells	Exceptional Children Supervisor – Ridgecrest Academy	Oversees program
Debbie Parker	Account Specialist	Billing, budget transfers, preparation of grant reimbursements, accounting for workers' compensation plan
Steve Roland	Assistant Superintendent for Finance and Operations	Oversees finance operations, operations and maintenance, and security
Michelle Ryan	Assistant Superintendent for Accountability, Assessment, and Technology	Information technology
Jill Slavny	Executive Principal, Career & Technical Education	Approves purchase order requisitions, reviews timesheets and extraclassroom bank reconciliations
Jennifer Talbot	District Treasurer	General ledger, check signer, electronic transfers, journal entries, health plans

NAME	TITLE	RESPONSIBILITIES
Julia Van Skiver	Human Resources Clerk	Health, dental, and medical benefits; time and attendance sheet entry
Wendy Vergamini	Director of Procurement	Purchase order requisition approval, credit card, bidding, records capital assets
Martha Willis	Principal – Westside Academy	Approves purchase order requisitions, receives lunch program cash receipts, reviews timesheets
Laurie Zelter	Accounts Payable Specialist	Accounts payable
Lisa Zobel	Cash Clerk/Accounts Payable Specialist	Enters cash receipts, prepares deposits; accounts payable

We have completed procedural narratives of the following transaction systems or processes. The key highlights for each area are as follows:

PURCHASING

- Purchase order requisitions (POs) are pre-numbered electronically within WinCap
- POs must be approved by a department head or supervisor prior to final approval by the Director of Procurement, purchasing analyst, or assistant purchasing agent
- Open PO list is sent to departments by Assistant Superintendent for Finance and Operations prior to year end to determine which POs are still outstanding
- Only purchasing department employees can input new vendors
- Assistant purchasing agent reviews vendor history for bid possibilities and requires quotes for all purchases between \$2,500 and \$5,000
- The purchasing policy requires bidding for purchases of \$20,000 and \$35,000 for public works in accordance with General Municipal Law §103

ACCOUNTS PAYABLE

- Segregated from purchasing (separate departments)
- One accounts payable clerk also has cash receipts responsibilities
- Blank check stock is locked in a cabinet with access restricted to accounts payable and payroll departments
- The password to print checks is controlled and a check log is maintained by the District Treasurer
- Invoices are compared to purchase orders and receiving reports by accounts payable clerks; voucher packages are forwarded to the claims auditor for review and approval
- Checks are mailed by the claims auditor
- The District Treasurer and Assistant Superintendent for Finance and Operations are authorized check signers
- Manual checks are no longer issued by BOCES
- Workers' compensation fund claimant checks are printed through the claims administration software with the District Treasurer's signature printed on the checks
- Credit cards
 - Management maintains a list of cards which includes the person to whom each card is assigned and the credit limit, if applicable
 - Chase purchasing cards are assigned to and kept by specific individuals
 - The IT Department has an internal policy limit of \$350 for technology purchases; if purchase is in excess, employee must have approval from the Director of Procurement
 - Other purchases in excess of \$100, with the exception of travel-related purchases, must also be pre-approved by the Director of Procurement
 - Total credit available on Chase purchasing cards is \$103,500 with no cash advance option

- Individual credit limits range from \$2,000 to \$20,000 and are set for each employee with a purchasing card; only the Director of Procurement and the District Superintendent have credit limits of \$20,000
- Gas cards are assigned to specific vehicles with each employee having a unique PIN for the card
- All other cards are locked in the purchasing department
 - Credit cards must be signed out prior to use
 - Requisition must be submitted to the Director of Procurement prior to purchase
 - The number of times credit cards are signed out is periodically reviewed to assist management in determining whether the number of available cards is appropriate based on the frequency of use
- For store credit accounts (four), blanket purchase orders are prepared
- Director of Procurement reviews credit card statements and ensures purchases do not circumvent the bidding process
- Purchasing manual outlines procedures for credit card use

CLAIMS AUDITOR

- Started with BOCES in October 2022 and has three years of claims auditing experience at a Credit Union
- Reviews purchase orders, invoices, and checks prior to mailing; initials the copy of the check and invoice noting review
- Looks for sales tax paid and reasonableness of purchases; spot checks invoices for mathematical accuracy and proper budget coding
- Reviews all payment requests before the checks are printed to minimize the number of checks that might have to be voided due to errors; later reviews the printed checks to the requests
- Mileage reimbursements are entered into a software program; entries are reviewed and approved by department heads and the claims auditor
- Maintains an exception log noting questioned items and resolution; the report is given to the Board each month
- Spot checks cell phone bills only as they are already reviewed by the purchasing department
- Mails checks directly
- Claims auditor does not review for bidding possibilities
- Claims auditor will meet with the Board at the June 2023 meeting

PAYROLL AND BENEFITS

- Input of new employees, benefits, pay rates, and timesheets are segregated amongst different employees although not segregated between human resources and payroll departments; access to enter or change information is restricted to employees in human resources and payroll departments
- Payroll responsibilities are distinct and separate from general ledger and banking responsibilities
- Employment Recommendation Forms are completed and approved by departments, approved by the Assistant Superintendent for Human Resources and the Board, and forwarded to payroll and human resources for any pay rate or personnel changes
- The personnel analyst and HR assistant can add new employees and make changes to existing employee information in WinCap
- The payroll supervisor and HR clerk can make changes to employee information and also process payroll
- The Assistant Superintendent for Human Resources reviews and approves a salary change report each pay period
- Timesheets for hourly employees are approved by department heads and reviewed by the payroll clerk and payroll supervisor; HR clerk enters supplemental pay items into WinCap; input is reviewed by another HR clerk
- BOCES uses WinCap Web, which allows employees to submit their time directly into WinCap for payroll processing; 30-50 timesheets are received during a typical payroll period and significantly more during the summer months

- The payroll clerk prints checks; the District Treasurer enters the password for her signature; checks are mailed by one of the HR clerks
- Any changes to a paycheck are made in the next pay or the paycheck is voided and a new check is issued through WinCap
- The accounts payable clerk prints checks for employee deductions
- Paychecks are reconciled to the payroll register
- The District Superintendent reviews and certifies payroll
- The payroll department's records of time taken/remaining days off is reconciled with department records at year end
- Annual salary authorizations are available on WinCap Web for annual employees to certify online; authorizations are mailed directly to summer school employees to sign and return
- Proper cross-training of payroll employees occurs
- Most recent payroll payoff was conducted in Spring 2016 as part of the internal audit
- The HR clerk reconciles the health insurance invoices to ensure only eligible individuals are included
- Amounts owed for health insurance premiums are required to be paid by the 15th of the month of coverage and bills sent to retirees include due dates
- BOCES has assigned cell phones to employees/departments; employees reimburse BOCES for personal use with a \$12 per month deduction from payroll or employees sign a form stating they will not use the cell phone for personal calls

CASH RECEIPTS

- Cash, checks, and credit card payments are received for services provided such as cosmetology and car repairs as well as adult education classes, food service sales, retiree health insurance payments, payments from component districts, and miscellaneous receipts
- Retiree health insurance payments are received by the cash clerk to record in WinCap; payments can also be made via direct debit and credit card
- The cash clerk enters the receipts into WinCap and restrictively endorses all checks "for deposit only"
- A majority of cash receipts are processed through the cash receipts module in WinCap
- The cash clerk or District Treasurer uses a remote electronic scanner to deposit checks into the M&T Bank and JP Morgan Chase accounts; after thirty days the checks are shredded
- Cash deposits to banks are usually made daily by the account specialist after information is updated in WinCap by the cash clerk
- The account specialist is responsible for billing of BOCES services to component districts
- Center for Workforce Development (Adult Education)
 - Payments are received directly at the Westview Commons site; payments can be made with cash, checks, and credit cards
 - Deposits are forwarded to the cash clerk in a locked bank bag; cash is kept in a locked combination safe which can be accessed by a senior account clerk, the program director, and the assistant director
 - Cash receipts information is forwarded to the District Treasurer to record in WinCap
 - Payments received are reconciled to the cash receipts software program
- WE-MO-CO (Career & Technical Education)
 - Cash is received at location for services provided
 - No cash is collected by instructors
 - Account clerk receives all payments; cash, checks, and credit cards are accepted
 - Payment must be made at time of service; no one is billed for services
 - Pre-printed service slips are used so students can date and indicate the service performed to better reconcile deposits to cash receipts; cosmetology program receipts are pre-numbered
 - The account clerk matches payments to work orders/service slips; work orders are date stamped when paid
 - Cash is locked in a cabinet in the account clerk's office until it is forwarded in a locked bank bag to the business office where it is recounted by another account clerk and entered into WinCap

- Cafeteria receipts – WE-MO-CO
 - Students run the cash registers under supervision of teachers
 - Teachers close out and reconcile cash drawers to register reports; cash reconciliation forms are signed by the students and teachers
 - Money is forwarded to the account clerk who recounts and reconciles to register reports
 - The deposit is forwarded to the business office where it is recounted by an account clerk
 - Sale of goods is sporadic therefore cash registers are not used on a daily basis
- Cafeteria receipts – Westview Exceptional Children & Westside Academy
 - Cafeteria services provided by Gates Chili Central School District with no involvement by BOCES
- Cafeteria receipts – Ridgecrest Academy
 - Food prepared at Gates Chili Central School District and delivered to the school
 - Exceptional Children Supervisor or his assistant take payments for lunches and reconcile to the student list provided by Gates Chili Central School District
 - No cash register is used
 - Money is kept in a safe in the Exceptional Children Supervisor’s office until deposited
 - Deposit is forwarded to the business office once a week where it is recounted by an account clerk
- Vending machine in administrative offices
 - Run by Sunshine Fund, which is an organization independent of BOCES
 - Money from vending machine is not included on BOCES’ books
 - Sunshine Fund has its own checking account which is not under BOCES’ Federal Tax ID number
- Vending machines at Westside Academy and Ridgecrest Academy are maintained by an outside company
- Vending machines at WE-MO-CO are run by the Skills USA Club; cash is collected and a deposit is prepared by the account clerk who also takes the deposit to the bank
- BOCES runs a print shop which provides services to the departments and school districts; departments are billed, with payments made through transfers; the cost of services is added to the school districts’ contracts

TREASURY

- Bank statements are downloaded by the District Treasurer, who enters any remaining cash receipts such as interest
- The Secretary to the Assistant Superintendent for Finance and Operations prepares all bank reconciliations
- The Assistant Superintendent for Finance and Operations reviews and approves all bank reconciliations
- Old outstanding checks are reviewed and letters sent at least twice a year
- Transfers of funds include payroll transactions and transfers between BOCES’ bank accounts
- Transfers between different banks are initiated by the District Treasurer with a second release required by the Assistant Superintendent for Finance and Operations or Assistant Business Official
- Transfers between BOCES’ accounts within the same bank and electronic payments to vendors are made online by either the District Treasurer, Assistant Business Official, or Assistant Superintendent for Finance and Operations
- Most journal entries are made by the District Treasurer; the account specialist and cash clerk can also make entries
- All journal entries are reviewed and approved by the Assistant Superintendent for Finance and Operations
- Budget transfers
 - Budget transfer policy authorizes the District Superintendent or designee to approve transfers and the Assistant Superintendent for Finance and Operations reports any transfers over \$100,000 to the Board monthly
 - Monthly, a budget adjustment report from WinCap is reviewed and approved by the Assistant Superintendent for Finance and Operations
 - The Assistant Superintendent for Finance and Operations, two Assistant Business Officials, and the account specialist monitor budget lines to prevent over-expenditure
 - Department Supervisors sign the Budget Transfer and Appropriation form or submit requests into WinCap, which are processed by the account specialist

CAPITAL ASSETS

- Maintained using Real Asset Management
- General asset capitalization policy of \$5,000; technology department capitalization policy of \$1,500; items over \$500 (\$100 threshold for recording technology) are added to the capital asset records for insurance purposes
- The Director of Procurement and assistant purchasing agent can add or remove assets from the capital asset listing
- Identification tags are affixed to all assets over the tracking threshold
- Auctions are held to dispose of items and requests are sent to the purchasing department
- Employees complete a form to request removal of any obsolete items
- Disposals are approved by the Assistant Superintendent for Finance and Operations and the Director of Procurement
- Inventory of items at BOCES locations is performed every five years by CBIZ; inventory of items at component districts is conducted on a rotating basis by CBIZ
- Reports are reviewed by the Assistant Superintendent for Finance and Operations and the Director of Procurement

EXTRACLASSROOM (STUDENT CLUBS)

- Student Leadership/Skills USA Club
 - A Central Treasurer is in place
 - Students make all decisions on purchasing, fundraising
 - Accounting records are kept by the faculty advisor and the students also keep a set of records
 - Students sign off on purchase orders and vouchers
 - The faculty advisor prepares checks and the executive principal approves; the executive principal and central treasurer are authorized to sign checks and two signatures are required
 - Bank statements are received by the central treasurer who prepares the bank reconciliations which are then reviewed by the District Treasurer
 - Items purchased for fundraising are reconciled to money received
 - Cash received is given to the central treasurer to deposit
 - A quarterly report is prepared by the District Treasurer and reviewed by the Board

INFORMATION SYSTEMS

- BOCES uses WinCap accounting software
- Full back up of server is performed weekly with incremental daily backups; backups are kept offsite
- BOCES has contracted with Monroe #1 BOCES to maintain a daily back up of WinCap
- BOCES issues laptops, iPhones, and iPads
- On a rotating basis, a physical count of certain technology equipment is performed annually
- The administrative network does allow for limited downloads while the educational network does not
- Employees are given program access based on supervisor/department head approval; access to WinCap must be approved by the Assistant Superintendent for Finance and Operations
- The technology manager regularly reviews a report from WinCap that identifies access changes made and matches them to written requests that were approved and submitted
- IT scans computers quarterly to ensure that downloaded items are consistent with BOCES policy; any inconsistencies are reported to the Supervising Manager
- Multi-factor authentication (MFA) is required when remotely accessing organizational email and Office 365 resources
- Any remote access to WinCap is limited and is approved by the Assistant Superintendent for Finance and Operations

GRANT COMPLIANCE

- BOCES receives federal and state grants each year through the U.S. Department of Education, the NYS Education Department, and Rochester Works, which provides a grant to BOCES as a subrecipient for the adult education program
- Grants are reviewed on a monthly basis by the account specialist for cash flow; various grants are monitored and reconciled by the department that receives the funding

PRE-SCHOOL PROGRAM

- Services include morning and afternoon pre-school sessions, clinic services, and programs for children with autism or other special needs
- Teachers log students' names, services, and hours provided into McGuinness Information Management System, a software system for billing purposes
- A limited review of hours entered by teachers is performed; employees are salaried so services and hours provided in this software do not affect compensation
- Teachers' hours and services provided are recorded in Excel by the special education department
- Student information is recorded in Excel and in Frontline ESA Direct software system by the special education department
- Bills are generated by the special education department
- Amounts billed are provided to the business office and recorded in total in WinCap
- The business office receives payments and records receipts in WinCap
- The District Treasurer and special education department records liaison reconcile amount billed to amount received to create an aging of amounts due from Monroe County (the County)
- Adjustments made by the County are reconciled with the program information maintained by the special education department
- The Assistant Business Official reviews total billing each month as part of budget to actual analysis

INSURANCE

- Insurance company reviews policy and meets with administration annually to ensure that coverage is adequate
- Employees handling cash are bonded

Attached is an assessment of the control areas and their perceived risks based on the procedural narratives we conducted. After review and agreement by the Audit Committee, we will schedule our testing of the processes within the selected areas. At the conclusion of our testing, we will schedule a meeting with the Audit Committee to discuss our findings and ways to enhance internal controls. In addition, any areas in which the Board or Audit Committee believes we should perform additional procedures can be communicated to us at any time.

This report is intended solely for the information and use of the Audit Committee, Board, and management. It is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

LUMSDEN & McCORMICK, LLP



Sara M. Dayton, CPA
Partner

**Monroe 2 - Orleans BOCES
Risk Matrix
For the year ending June 30, 2023**

The following recommendations are rated as 1, 2, or 3 depending on the magnitude of the deficiency, potential effect on BOCES if not corrected, cost/benefit analysis, and mitigating control. Levels 1, 2, and 3 are defined below:

- 1 - recommendations that BOCES has the ability to change and would likely provide a greater benefit to BOCES than the cost of implementation
- 2 - recommendations that BOCES should investigate, however, the cost of implementation may be greater than BOCES' benefit and the level of risk may not be great enough to warrant significant changes to the structure of BOCES
- 3 - recommendations that are considered to be best practices and reminders to BOCES to continue with certain procedures

TRANSACTION CYCLE	RISK ASSESSMENT	TESTING PERFORMED	OBSERVATIONS/ REASON FOR IMPROVEMENT	RECOMMENDATIONS
BOARD POLICY REVIEW				
Reorganization meeting	Low	Annually relative to areas being tested		
Code of ethics/conflict of interest	Low			
Computer usage	Low			
Purchasing	Low			
Petty cash	Low			
Cell phones	Low			
Travel and conferences	Low			
Fraud policy/whistleblower policy	Low			
INSURANCE				
Proper coverage in place	Low			
BUDGET MONITORING/TRANSFERS				
Proper approval of budget transfers	Low			
ACCOUNTS PAYABLE/PURCHASING				
Segregation of duties	Low			
Bidding when aggregate purchases exceed \$20,000	Low			
Credit card/store credit usage	High		Existence of credit cards and store credit is inherently a risk	
WE-MO-CO	Low			

TRANSACTION CYCLE	RISK ASSESSMENT	TESTING PERFORMED	OBSERVATIONS/ REASON FOR IMPROVEMENT	RECOMMENDATIONS	
CLAIMS AUDITOR					
Compliance with Laws of 2005	Low		Claims auditor will meet with the Board in June 2023		
Claims auditor transaction log	Low		Breaks in check sequence are investigated and documented		
Understanding of bidding rules, proper account coding, available budget space	Low		Claims auditor does not review bidding	Claims auditor should review transactions for bidding possibilities	1
PAYROLL					
Segregation of duties	Low		Verification that the information has been input correctly would mitigate the possibility of errors or fraud	A second employee, such as the payroll specialist, should verify the information input from the Employee Recommendation Forms into WinCap	3
Payment of accumulated sick/vacation days	Low		Risk that the value of unused vacation and sick time could be incorrectly calculated		
Employee access to payroll system	High	Suggested for 2023	Access to payroll and HR modules should be restricted to align with duties and mitigate any opportunities for fraud	Continue to review access controls periodically for unauthorized changes	3
Health insurance	Low				
Salary notifications	Low		Employees can access salary notifications online		
CASH RECEIPTS					
Timeliness of deposits/cash received at remote locations	High		Delays in depositing cash receipts increase the possibility of theft		
WE-MO-CO services	Low		Thorough completion of work orders and standard pricing ensures the proper calculation of costs of services		
			Correct calculation of service charges ensures proper billing for work performed		
			Pre-numbered receipts reduce risk of misappropriation		
Cafeteria receipts (WE-MO-CO)	Low				

This report is intended solely for the information and use of the Audit Committee, Board of Education, and management. It is not intended to be and should not be used by anyone other than these specified parties.

TRANSACTION CYCLE	RISK ASSESSMENT	TESTING PERFORMED	OBSERVATIONS/ REASON FOR IMPROVEMENT	RECOMMENDATIONS
CASH RECEIPTS (CON'T)				
Print shop billing	Low		Possibility that bills are not prepared timely	
TREASURY				
Bank reconciliations	Low		Timely preparation and review of bank reconciliations ensures proper recording and reduces risk of theft	
Electronic transfers/internet banking	Low		Wire transfers between accounts at different banks require one person to initiate the transaction and one to approve	
Proper approval of budget transfers	Low		Review of budget transfers helps ensure accurate financial reporting	
CAPITAL ASSETS				
Maintenance of comprehensive records	Low			
Proper communication of annual additions and disposals	Low			
Calculation of depreciation	Low			
EXTRACLASROOM (STUDENT CLUBS)				
Procedures performed in accordance with Finance Pamphlet	Low		Required by New York State Education Department	
Completeness of cash receipts	High		Financial statement opinion qualified for cash receipts	
INFORMATION SYSTEMS				
Controls over security and access	High		Access to payroll and HR modules should be restricted to align with duties and mitigate any opportunities for data manipulation	
Backup of data	Low			
Use of laptops/iPads	Low		IT runs a scan of computers quarterly and if unauthorized software is identified, the staff will notify the Supervising Manager	

This report is intended solely for the information and use of the Audit Committee, Board of Education, and management. It is not intended to be and should not be used by anyone other than these specified parties.

TRANSACTION CYCLE	RISK ASSESSMENT	TESTING PERFORMED	OBSERVATIONS/ REASON FOR IMPROVEMENT	RECOMMENDATIONS
GRANT COMPLIANCE				
Proper recording of information for reimbursement	Low			
PRE-SCHOOL PROGRAM				
Review of services, hours provided	Low			
Duplication of data entry	Low			
Proper billing for services	Low			

9. New Business

11. Resolution to Approve the State Environmental Quality Review Act (SEQRA) for the 2023 Capital Project

**THE RESOLUTION OF THE BOARD OF THE MONROE 2-ORLEANS
BOARD OF COOPERATIVE EDUCATIONAL SERVICES (“BOCES”)
CONCERNING THE PROPOSED CAPITAL PROJECT PURSUANT TO THE
NEWYORK STATE ENVIRONMENTAL QUALITY REVIEW ACT**

WHEREAS, the Monroe 2-Orleans Board of Cooperative Educational Services (the “BOCES”) is proposing a capital project to include renovations, alterations, and improvements to the Educational Services Center located at the BOCES campus at 3599 Big Ridge Road, Spencerport, New York 14599, including: (1) installation of new interior, cross-corridor wall and doors and associated access control door hardware; (2) replacement of existing interior entrance vestibule doors and access control hardware; (3) installation of new security film on existing exterior and interior doors and windows; (4) installation of access control equipment and components; and (5) patching of existing interior floor, walls, and ceiling as required due to new wall construction; collectively referred to hereafter as the “Project”; and

WHEREAS, in accordance with applicable law and procedure, the BOCES has reviewed the Project in light of the requirements to do so under the New York State Environmental Quality Review Act, Article 8 of the New York Environmental Conservation Law and its applicable regulations, 6 NYCRR 617 et seq. (“SEQRA”); and

WHEREAS, the BOCES has considered the impact on the environment of the Project as set forth in more detail below by undertaking a thorough review of conditions and issues associated with construction and development of the Project,

NOW, THEREFORE, BE IT RESOLVED:

1. The BOCES has determined that the Project entails routine activities of an educational institution, and/or reconstruction of or expansion of a facility, and such work is otherwise encompassed by criteria set forth in 6 NYCRR Section 617.5 (c), and specifically, 6 NYCRR 617.5 (c) (1), (2), and/or (10) and therefore the Project constitutes a Type II Action under SEQRA.
2. As a Type II Action, the Project is not subject to review under SEQRA as it is been deemed to not have a potentially significant adverse impact on the environment.
3. The statements in the whereas clauses in this resolution shall have the same force and effect as the statements set out in this now resolved portion of the resolution.
4. This Resolution has been prepared in accordance with Article 8 of the New York Environmental Conservation Law and associated regulations to be adopted by the Monroe 2-Orleans BOCES Board, with offices located at 3599 Big Ridge Road, Spencerport, New York 14599.
5. This resolution shall take effect immediately and the requirements of SEQRA have been satisfied.

The following vote was taken and recorded in the public or open session of said meeting:

Moved by: _____

Seconded by: _____

Aye

Nay

Absent

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Accepted _____

Denied _____

Dated: June 21, 2023
Spencerport, New York

CERTIFICATION

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

The undersigned, the District Clerk of the Board of the Monroe 2-Orleans BOCES, DOES HEREBY CERTIFY as follows:

That I have compared the annexed extract of minutes of the meeting of the Board of the Monroe 2-Orleans BOCES, including the resolution contained therein, held on June 21, 2023, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Board and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board of the Monroe 2-Orleans BOCES had due notice of said meeting, that the meeting was in all respects duly held, said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given.

I FURTHER CERTIFY that there was a quorum of the members of the Board of the Monroe 2-Orleans BOCES present throughout said meeting.

I FURTHER CERTIFY that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said BOCES this ___ day of June 2023.

Clerk

[SEAL]

9. New Business

12. Resolution to Approve the 2023 Capital Project

WHEREAS, the Board of the Monroe 2-Orleans Board of Cooperative Educational Services (“BOCES”), plans to undertake a capital improvement project (the “Project”) consisting of renovations, alterations, and improvements to the Educational Services Center located at the BOCES campus at 3599 Big Ridge Road, Spencerport, New York 14599, including: (1) installation of new interior, cross-corridor wall and doors and associated access control door hardware; (2) replacement of existing interior entrance vestibule doors and access control hardware; (3) installation of new security film on existing exterior and interior doors and windows; (4) installation of access control equipment and components; and (5) patching of existing interior floor, walls, and ceiling as required due to new wall construction; and

WHEREAS, by resolution adopted June 21, 2023 immediately prior to consideration of this resolution, the BOCES Board determined that: (1) the Project constituted a Type II action within the meaning of the New York Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation adopted thereunder (6 N.Y.C.R.R. Part 617) (collectively “SEQRA”); and (2) no further review is needed as the Project has been deemed to not have a potentially significant adverse impact on the environment.

NOW, BE IT RESOLVED, that the BOCES Board hereby authorizes the undertaking of the Project at cost not to exceed Two Hundred Thousand Dollars (\$200,000) and the funding of such cost through the expenditure of component district annual capital contributions.

9. New Business

13. Resolution to Approve Intermunicipal Agreement with Monroe County for Reimbursement of COVID-19 Testing Expenses

Intermunicipal Agreement for Reimbursement of COVID-19 Testing Expenses in Schools

This Intermunicipal Agreement (“Agreement”), is by and between the County of Monroe, a municipal corporation organized under the laws of the State of New York with offices at 39 West Main Street, Rochester, New York 14614 (the “County”) and Monroe 2-Orleans Board of Cooperative Educational Services, a New York State municipal corporation with offices at 3599 Big Ridge Road, Spencerport, New York 14559 (the “School District”). The County and the School District shall be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the County has accepted a grant from Health Research, Inc., on behalf of the State of New York and the Centers for Disease Control and Prevention, for the Epidemiology Laboratory Capacity Reopening Schools Program for the period of July 1, 2021 through July 31, 2023 (“ELC Grant”);

WHEREAS, the ELC Grant is intended to enable local health departments to empower schools in Monroe County to establish COVID-19 screening and testing programs to support and maintain in-person learning for K-12 level students (public, private, BOCES, and charter schools);

WHEREAS, the County desires to distribute ELC Grant funds (“Funds”) to the School District in order to reimburse the School District for nursing staffing, supplies, and equipment related to the screening and testing of School District employees and students for COVID-19;

WHEREAS, the Parties desire to enter into this Agreement in order to set forth the terms and conditions pertaining to such distribution and use of the Funds;

WHEREAS, the County is authorized to enter into the Agreement pursuant to Resolution 337 of the Monroe County Legislature adopted on October 12, 2021, and approved by County Executive Adam J. Bello on October 22, 2021; and

WHEREAS, the Board of Directors for the School District adopted a Resolution authorizing the School District to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the County and School District agree as follows:

1. Funds Available to School District. The County will make available for reimbursement to the School District, Funds in an amount not to exceed One Hundred Three Thousand Thirty-Three Dollars (\$103,033.00), to be used solely for the cost of nurses, nursing and clerical staff, supplies, administrative or regulatory costs or fees, and equipment directly related to screening and testing of School District employees and students for COVID-19 (the “Distribution Amount”). At a later time, the County may in its sole discretion make available additional Funds to the School District for other purposes authorized under the ELC Grant which shall be subject to the same terms and conditions as the Distribution Amount described under this Agreement.

2. School District Request for Reimbursement. The School District has made a request to the County for reimbursement of certain expenditures incurred due to the COVID-19 public health emergency. The School District acknowledges and agrees that the costs and expenses submitted will only be submitted for reimbursement pursuant to this Agreement and shall not be submitted for reimbursement, or paid with funds from any other federal or state government program, such as FEMA, or other aid program.

A. Certification. The School District hereby certifies that all requests for Funds are for School District expenses that:

- 1) are necessary expenditures incurred for nurses, nursing and clerical staff, supplies, administrative or regulatory costs or fees, and equipment directly related to screening and testing of School District employees and students for COVID-19; and
- 2) were incurred during the period that began on July 1, 2021 and ends on July 31, 2023 (collectively, “Eligible Expenses”).

B. Documentation. The School District shall provide the date of expenditure, amount, vendor, description of expenses, an explanation that such expenditures constitute Eligible Expenses, and such other information proving/verifying its expenditures as Eligible Expenses (“Required Documentation”).

C. County Review and Acceptance. The County shall review the School District’s reimbursement requests. The County shall only accept and reimburse requests that provide adequate documentation, and only for what the County determines, at its sole but reasonable discretion, are Eligible Expenses. The County may contact the School District to discuss the documentation and nature of the expenses included in the request for reimbursement. In the event the County does not accept, in whole or in part, the School District’s request for reimbursement, the County shall provide a written response documenting the basis for the County’s determination. The School District may resubmit a corrected or augmented request for reimbursement and any necessary additional supporting documentation within ten (10) days of receiving notice of the County’s written determination, and the County will then further review the request and any additional supporting documentation and rationale submitted by the School District; except that no request may be submitted or re-submitted by the School District later than June 30, 2023, unless written permission from the County’s Chief Financial Officer to submit or re-submit a request after this date has been obtained.

D. Governmental Review. The School District acknowledges and understands that the Federal and State governments are the authorizing entities and the County is using its best efforts to determine Eligible Expenses. Any reimbursement request accepted and paid, in whole or in part, by the County, is subject to governmental review and has the potential to be subsequently disallowed. As such, any acceptance by the County of the School District’s request to reimburse and subsequent payment shall not be construed to operate as a waiver of the School District’s obligation to comply with this Agreement and any applicable laws, regulations or rules and shall not operate as a waiver or estoppel of the School District’s obligation to return/repay any Funds

distributed to the School District that are subsequently found to not have been used or reimbursed for Eligible Expenses or the use of which was found to be otherwise unlawful.

E. Distribution. The County shall disburse funds directly to the School District via electronic funds transfer. The County shall without undue delay distribute Funds to the School District within fourteen days of the latter of the Agreement's complete execution by the Parties or the County's review and acceptance of the Required Documentation.

F. Consultation. The School District is encouraged to consult with its attorney with any questions regarding whether proposed expenses are Eligible Expenses prior to incurring or otherwise committing to such expenses. The School District shall not enter into any sub-grant arrangements or agreements with third parties for the use of Eligible Expenses without first obtaining the prior written consent of the County.

G. Disputes/Release. The School District understands that the County is obligated to incur any costs to be charged to its allocation of ELC Funds no later than July 31, 2023, and that any unexpended Funds as of those dates must be returned to the U.S. Treasury Department, State of New York, or to Health Research, Inc. The School District hereby waives, relinquishes and forever releases any and all claims or actions for damages, injunctive relief, and any other relief of any kind whatsoever, that it has or may have now or in the future, against the County, its elected and appointed officials, employees and agents, to obtain reimbursement of Funds and/or expenses related to COVID-19, or to obtain damages for the County's failure to pay Funds to the School District.

3. Return of Funds. To the extent any reimbursement paid to the School District under this Agreement is not actually expended, or any costs and expenses are subsequently refunded to the School District, the School District agrees that it shall return any Funds that are unused or refunded to the County by July 31, 2023.

4. Expenditures and Accounting.

A. The ELC Grant imposes expenditure and accounting obligations upon entities receiving Funds. The School District acknowledges and agrees to be solely responsible for ensuring that it procures, spends, documents, and accounts for its portion of the Distribution Amount received from the County in strict compliance with this Agreement and applicable laws, regulations and rules, formal guidance from the U.S. Treasury Department, the OMB Uniform Guidance for Federal Awards (2 CFR § 200), State Health Department, or other Federal or State governmental entities.

B. The School District shall maintain complete records documenting its use of Funds under this Agreement. Records are to include relevant financial information such as bids, proposals, contracts, invoices, vouchers, receipts, payroll and time records, as well as administrative records documenting the School District's determination that such expenditures are Eligible Expenses. The School District shall provide the County, as well as the appropriate New York State and Federal authorities with full access to these records so that compliance with the ELC Grant, and other applicable laws and regulations can be monitored, audited, and confirmed.

The County will monitor the use of Funds distributed to the School District through reporting, regular contact, or other means to provide reasonable assurance of compliance with laws, regulations, and the provisions of the ELC Grant. All records pertaining to the use of Funds under this Agreement shall be maintained by the School District for a period of at least seven years from July 31, 2023.

C. The Parties anticipate that the Federal or State government will audit the use of the Funds. In anticipation of such audit, the School District agrees to provide to the County any additional documentation required to respond to the audit.

D. If the Federal or State government imposes additional documentation requirements on the County, the School District agrees to timely provide to the County all information and documentation necessary for the County's compliance with such requirements as related to the Distribution Amount.

E. None of the reporting requirements herein is intended to shift to the County the responsibility of the School District for ensuring that each dollar of its requests for reimbursement or advances was spent in compliance with this Agreement and applicable law. The County assumes no responsibility for oversight or management of the School District's spending and requires the above reporting to ensure the County has sufficient documentation for any governmental audit. In the event the U.S. Treasury Department, the State of New York, or any other governmental agency/division determines that the School District spent any portion of its Distribution Amount on, or was reimbursed by the County for, any ineligible expenses, or that the expenditure or use of Funds was otherwise unlawful, the School District acknowledges and agrees that it is solely responsible for any required recoupment/repayment of those Funds and shall return such Funds to the County upon the County's request.

5. Audit. In the event of an audit or other investigation or review by the U.S. Treasury Department, State of New York, or other authorized governmental entity, of the use of any Funds provided by the County to the School District, the School District shall, at its own cost, provide documentation and defend the School District's use of the Funds. The School District agrees to provide the County, upon request, a copy of any audit reports pertaining to its use of Funds under this Agreement. In the event that the U.S. Treasury, State of New York, or other authorized governmental entity finds that the School District's use of Funds was not authorized by this Agreement or applicable law, or that the School District received reimbursement of Funds from the County to cover expenditures that are not Eligible Expenses or was otherwise in violation of applicable law, the School District acknowledges and agrees that it shall be solely responsible for paying/refunding/reimbursing the amount of such Funds to the County, along with any interest and costs assessed by the Federal or State government on such amount. The County shall then pay the amount of such Funds, and interest and costs, received from the School District to the U.S. Treasury, State of New York, or other agency/division. The School District further acknowledges and agrees that, if the expenditure of Federal awards by the School District meets or exceeds \$750,000 during the fiscal year 2021 or 2022, it shall perform audits as required by the OMB Uniform Guidance per §200.501.

6. Representatives. The County's primary contact for matters pertaining to this Agreement shall be Frank Golisano, Associate Director of Public Health, 111 Westfall Road, Rochester, New York 14620. The School District's primary contact for matters pertaining to this Agreement shall be Steve Roland, Assistant Superintendent for Finance and Operations.

7. Compliance with Laws. The School District shall comply with all applicable federal, state, and local laws, regulations, and rules.

8. Indemnification. To the extent permitted by law, the School District shall indemnify the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses, and attorney's fees, incurred or occasioned as a result of the acts or omissions of the School District, or its elected officials, employees, agents, or subcontractors arising out of or in any way connected with their performance or receipt of Funds under this Agreement. The School District's obligation to indemnify pursuant to this paragraph shall survive the termination of this Agreement.

9. Hold Harmless. The School District agrees that in the event the School District (or anyone acting on its behalf) fails to perform the terms of the Agreement, or is found to use any Funds received on ineligible expenses, or found to have been reimbursed for ineligible expenses under this Agreement or applicable law, the School District agrees to hold the County harmless for any damages suffered as a result thereof. The School District also agrees to pay any actions, claims, lawsuits, damages, charges, or judgments whatsoever that arise out of the School District's performance or nonperformance under this Agreement.

10. Effective Date. This Agreement shall be effective upon its execution by the Parties hereto.

11. Compliance with Laws. In connection with the services to be performed under this Agreement, the County and the School District and its agents and employees shall comply with all federal, state and local laws, resolutions, ordinances, codes, rules and regulations applicable to the services to be rendered hereunder.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes any and all prior proposals, negotiations and agreements, whether written or oral. Any modification or amendment to this Agreement shall be void unless in a writing executed by the Parties hereto.

13. Applicable Law. This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the Parties, venue for the resolution of such dispute shall be the county of Monroe, New York.

14. Executive Law. The County and School District agree that in carrying out its activities under the terms of the Agreement that they shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times they will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

15. Miscellaneous Provisions.

A. Waiver. No provision or right under this Agreement shall be waived by either Party except by written agreement of the Parties hereto.

B. Successors and Assigns. Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

C. No Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the School District. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

D. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the Parties hereunder.

E. Notices. Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth herein:

County: Chief Financial Officer
County of Monroe
Room 402, County Office Building
39 West Main Street
Rochester, New York 14614

and

Monroe County Attorney
Room 307, County Office Building
39 West Main Street
Rochester, New York 14614

School District: Steve Roland, Assistant Superintendent for Finance and Operations
Monroe 2-Orleans Board of Cooperative Educational Services
3599 Big Ridge Road
Spencerport, New York 14559

F. Modifications. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the authorized signatories for the School District.

G. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or facsimile delivery of a fully executed copy of the signature pages below shall constitute an effective and binding execution of this Agreement.

H. Authorization. The Parties hereto stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each Party have been authorized to do so.

MONROE COUNTY

BY: _____
Adam J. Bello
County Executive

**MONROE 2-ORLEANS BOARD OF
COOPERATIVE EDUCATIONAL SERVICES**

BY: _____
Jo Anne L. Antonacci
District Superintendent

State of New York)
County of Monroe) ss:

On the ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Adam J. Bello, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
County of Monroe) ss:

On the ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Jo Anne L. Antonacci, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

9. **New Business**

14. **Resolution to to Authorize Participation in the NYCLASS Program**

Municipal Cooperation Resolution

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o (Section 119-o) empowers municipal corporations [defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, towns and villages, and districts] to enter into, amend, cancel, and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers, and duties on a cooperative or contract basis;

WHEREAS the Monroe 2 - Orleans BOCES
Entity Name wishes to invest portions of its available investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019;

WHEREAS the Monroe 2 - Orleans BOCES
Entity Name wishes to satisfy the safety and liquidity needs of their funds;

Now, therefore, it is hereby resolved as follows:

That Steve Roland, Ass't Superintendent for Finance & Operations
Key Contact* Title of
Monroe 2 - Orleans BOCES is hereby authorized to participate in the NYCLASS program under
Entity Name
the terms of the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019.

Key Contact Signature

Title

Printed Name

Date

*The key contact on an account is the main point of contact for an entity. They receive voting credentials for Governing Board elections and all other important communications.

9. New Business

15. Resolution to Approve Chemical Hygiene Plan for 2023-24 School Year (T. Schulte)

Chemical Hygiene Plan
For
Monroe 2-Orleans BOCES
Science Laboratories
~~2022-2023~~
2023-2024

Submitted by B. Swanson & C. Lawrence, Chemical Hygiene Officers and
the Hazard Communications Committee, December 5, 2007
Reviewed and revised 6/2016; Board approved July 13, 2016
Reviewed and revised 2/2017; Board approved May 10, 2017
Reviewed and revised 3/2018; Board approved May 9, 2018
Reviewed and revised 2/2019; Board approved May 15, 2019
Reviewed and revised 2/20/20; Board approved May 13, 2020
Reviewed and revised 3/25/21; Board approved May 12, 2021
Reviewed March 2022; Board approved May 11, 2022
Reviewed and revised 5/22/23; Board approved _____

Monroe 2-Orleans BOCES

Chemical Hygiene Plan

For Science Laboratories

- I. Introduction**
- II. Standard Operating Procedures**
 - A) General Employee Rules and Procedures
 - B) General Laboratory Rules and Procedures
 - C) Personal Hygiene Guidelines
 - D) Protective Clothing Requirements
 - E) Housekeeping Rules
 - F) Spill and Accident Procedures
 - G) Chemical Storage Rules and Procedures
 - i. Storage Requirements – Compressed Gas Handling Instructions
 - ii. Storage Requirements – Flammable Chemical Handling Instructions
 - iii. Storage Requirements – Corrosive Material Handling Instructions
 - H) Procedure – Specific Safety Rules and Guidelines (for extremely hazardous chemicals)
 - I) Prior Approval Procedures
 - J) Safety Equipment Inspection
- III. Employee Training**
- IV. Exposure Evaluations**
- V. Medical Evaluations**
- VI. Monitoring**
- VII. BOCES Emergency Evacuation Plan**
- VIII. Appendix**

I. Introduction

In 1990, the United States Occupational Safety and Health Administration (OSHA) instituted a laboratory standard entitled, "The Laboratory Standard - Occupational Exposure to Hazardous Chemicals in Laboratories." This new "Laboratory Standard" has been designed to address the specific safety needs in the laboratory.

The Laboratory Standard ensures that employees and students who work in a laboratory setting will be protected from any chemical exposure that exceeds permissible exposure limits and that employees be educated as to the hazardous nature of the chemicals used in the laboratory. To achieve this goal, the Laboratory Standard requires the BOCES to appoint a chemical hygiene officer to develop, implement, and monitor a chemical hygiene plan.

BOCES responsibilities

To ensure the science programs comply with the Laboratory Standard.

- 1) Record all exposures to hazardous chemicals.
 - a) Record all chemical exposures and use by monitoring instruments to obtain hard data. *
 - b) Obtain and keep up to date information provided by a medical examination.
 - c) Keep these records and allow employee access to these records, including all employee exposure and medical records unless said access is prohibited by law.

*This provision is included in the Lab Standard, but clearly states that exposure levels only need to be monitored if there is an exposure level which is above the permissible exposure limit (PEL) and an OSHA Standard exists for the chemical which requires monitoring. If there is no reason to believe that the PEL has been exceeded, there is no need to monitor exposure levels.
- 2) Train employees to:
 - a) Understand the hazards of chemicals used in the laboratory.
 - b) Recognize signs and symptoms associated with exposure that exceeds permissible exposure limits to hazardous chemicals.
 - c) Properly use personal equipment (fume hoods, respirators, goggles, etc.)
 - d) Take measures to prevent exposure that exceeds permissible exposure limits by following laboratory safety procedures.
 - e) Understand the content of the Chemical Hygiene Plan.
- 3) Provide employees access to:
 - a) SDS (Safety Data Sheets).
 - b) The employee's own previous exposure records (if any) and if applicable.
 - c) The employee's own previous medical records (if any) and if applicable.
 - d) The Laboratory Standard and Chemical Hygiene Plan.
 - e) Permissible exposure limits of hazardous chemicals used in the laboratory (Consult Flinn Chemical Catalog/Reference Manual.)
- 4) Process upon receipt of chemicals.
 - a) Upon receipt of chemicals, confirm receipt of SDS (and make them accessible to the employee).
 - b) Make sure the chemical label is proper and contains the minimum amount of information.
 - 1) Chemical name.
 - 2) Hazardous information.
 - 3) Name and address of the manufacturer.

Note: Follow these steps for all chemicals and chemical solutions made and stored in the laboratory or chemical storeroom.

The Chemical Hygiene Plan – An Overview

The Chemical Hygiene Plan is the major ingredient of the Laboratory Standard which will:

- 1) Protect employees from health hazards associated with hazardous chemicals in the laboratory.
- 2) Keep chemical exposures below established permissible exposure limits. (Consult Flinn Chemical Catalog/Reference Manual for specific chemical permissible exposure limits.)

The Chemical Hygiene Plan must be readily available to employees. The Board shall review and evaluate the effectiveness of the Chemical Hygiene Plan at least annually and update the plan as necessary. The Chemical Hygiene Plan includes each of the following elements and includes specific measures Monroe 2-Orleans BOCES will take to ensure laboratory and student protection.

II. Standard Operating Procedures

A) General Employee Rules and Procedures

- 1) Minimize all chemical exposures.
- 2) Avoid skin contact with chemicals.
- 3) Avoid underestimation of chemical hazards and risks.
- 4) Wear appropriate eye protection at all times when chemical exposure is likely. Chemical splash goggles must be worn any time chemicals, glassware or heat are used in the laboratory.
- 5) Never work alone in the laboratory, chemical storage or prep areas.
- 6) Never use materials near any source of ignition, spark, or open flame.
- 7) Flammable liquids require special attention.
- 8) Never perform a first-time chemical demonstration in front of the class. Always perform first-time demonstrations in front of other instructors to evaluate the safety of the demonstration.
- 9) Never store chemicals over, under or near a sink.
- 10) Allow only authorized personnel in the chemical storeroom.
- 11) Have a fire blanket easily accessible in case of an accident.
- 12) Train all students on how to use all the safety devices in the laboratory (e.g., eyewash, fire extinguisher, etc.).
- 13) Teach all students and employees using the science laboratory to find the safety devices quickly, if needed, in an emergency.
- 14) Know appropriate procedure in the event of a power failure.
- 15) Know where and how to use master utility controls to shut off gas, electrical and water supplies.
- 16) Do not smell or taste chemicals.
- 17) Use a safety shield whenever an explosion or implosion could occur.
- 18) Read all chemical labels prior to use.
- 19) Know and understand the hazards of the chemical as stated in the SDS and other references.
- 20) Use protective safety equipment to reduce potential exposure, i.e. gloves, respirators, fume hood, etc.
- 21) Know the locations for all personal safety and emergency equipment, eyewash, shower, fire extinguisher and spill control materials.
- 22) Properly store all chemicals in their compatible chemical families.
- 23) Use proper transportation and disposal procedures for chemicals.
- 24) Know appropriate emergency procedures, waste disposal, spill clean-up, evacuation routes and fire emergency notification.
- 25) Understand the personal hygiene practices outlined in this Chemical Hygiene Plan.

B) General Laboratory Rules and Procedures

- 1) Follow BOCES Policy #6420 Accident/First Aid Policy.
- 2) The laboratory should be well ventilated. (A ventilation fan which can remove the air a minimum of 4 air changes per hour in the lab and storage but 8 exchanges per hour for the prep area). Air for laboratory ventilation should directly flow into the laboratory from non-laboratory areas and out to the exterior of the building.
- 3) Post emergency telephone numbers in the chemical storage area. Have a telephone or some means of emergency communication in the laboratory, chemical storage area and prep area.
- 4) Do not use chipped, etched or cracked glassware. Glassware, which is chipped or scratched, presents a serious breakage hazard when heated or handled.
- 5) All laboratories must have eyewash capable of treating both eyes continuously for 15 minutes with copious quantities of potable water. Teach everyone in the science laboratory how to use the eyewash quickly in case of an emergency. Eyewash effectiveness and operation should be inspected every three months. Promptly repair any eyewash that does not meet the water flow requirements of American National Standards Institute Z358.1. ***Eyewash should be inspected weekly.***
- 6) In the event of an accident, complete an accident report in detail. Employee and Student Accident report forms can be found on the BOCES 2 Employee Portal under Forms and Documents.
- 7) Read all labels carefully- the names of many chemicals look alike at first glance.
- 8) Do not operate electrical equipment with wet hands.
- 9) Have appropriate types and sizes of extinguishers, such as Triclass ABC and/or Halon fire extinguishers. Carbon Dioxide fire extinguishers are inappropriate. A Class D fire extinguisher should be available when working with flammable solids. Fire extinguishers should be inspected every year.
- 10) Never block access to exits, fire exits, or emergency equipment.
- 11) Create an alternative evacuation route in the event the primary route becomes blocked.
- 12) Practice emergency plans.
- 13) Do not drink from lab glassware or other lab vessels.
- 14) No food in the laboratory.
- 15) Do not eat, drink, or chew gum in the laboratory.
- 16) Do not apply cosmetics in areas where laboratory chemicals are present.
- 17) Keep all aisles clear.
- 18) Do not run in the laboratory.
- 19) No unlabeled products should be stored anywhere in the science facility.
- 20) Be thoroughly familiar with the hazards and precautions for protection before using any chemical. Study the precautionary label and review its contents before using any chemical substance.
- 21) An approved eyewash station and fire blanket should be within 25 feet of the chemical storage area.
- 22) Neutralizing chemicals, such as spill kit, dry sand, kitty litter, and other spill control materials should be readily available.
- 23) Dispose of all chemicals properly. All disposal procedures used should conform to state and local regulations. Contact the Operations & Maintenance Department of Monroe 2 Orleans BOCES for assistance with chemical disposal.
- 24) Safety showers or body drenches should be provided. Showers should be tested every six months. Promptly repair any shower or body drench that does not meet the water flow requirements of American National Standards Institute Z358.1.
- 25) Access to exits, emergency equipment and master utility controls should never be blocked.

- 26) All incidents or violation of safety procedures should be carefully analyzed by the program administrator after a Safety Incident Report form has been completed and the results distributed to all who might benefit.
- 27) Never pipet by mouth – always use a pipet bulb or other appropriate suction device.
- 28) Avoid the use of contact lenses in the laboratory. If contact lenses must be worn, the science teacher must be informed so special precautions can be taken. Same eye protection (**chemical splash** goggles) will be used by all (whether they wear contact lenses, glasses or neither).
- 29) Never perform unauthorized laboratory experiments.

C) Personal Hygiene Guidelines

- 1) Do not apply cosmetics, eat, chew gum, smoke, or drink in the laboratory.
- 2) Wash hands (or other exposed body part) thoroughly after any chemical exposure or before leaving the laboratory.
- 3) Never smell chemicals directly: always waft the odors to nose using hand.
- 4) Never bring foodstuff, opened or closed, into the lab, chemical prep or storage area. Foodstuffs should not be eaten if in a room with toxic materials.

D) Protective Clothing Requirements

- 1) Eye protection must be worn. Chemical splash goggles must meet American National Standards Institute Z87.1 standard. Wear face shields when dealing with corrosive liquids, (i.e., acids and bases).
- 2) Wear gloves which ~~offer protection for all hazards~~ **have been selected based on the hazard present** in the lab. Test for holes every time gloves are worn.
- 3) Always wear a full-length lab coat or a chemical-resistant apron.
- 4) Wear low-heeled shoes. Do not wear opened-toed shoes or sandals of any kind. Always wear socks in the laboratory.
- 5) ~~Wear respirator with the appropriate cartridge if permissible exposure limits as specified in the SDS are likely to be exceeded. (Note: medical clearance, additional training and fit test are required by OSHA prior to respiration use)~~ **Contact Chemical Hygiene Officer for approval and additional guidance if respiratory protection is required.**
- 6) Do not wear shorts or any clothing that does not cover skin – wear long pants or clothes to cover all skin.
- 7) Do not wear loose or balloon sleeves.
- 8) Tie back long hair.
- 9) Avoid the use of contact lenses in the laboratory. **If contact lenses must be worn, the science teacher must be informed so special precautions can be taken.** Same eye protection (chemical splash goggles) will be used by all (whether they wear contact lenses, glasses or neither).
- 10) Do not wear hanging jewelry.
- 11) Do not wear a long or loose necktie.
- 12) Do not wear an absorbent watchstrap.
- 13) Inspect all protective safety equipment before use. If the equipment is defective, do not use.

E) Housekeeping Rules

- 1) Keep chemicals in the chemical prep and storage area. If chemicals are moved to the classroom for lab, they must be returned to their proper storage location at the end of the day's lab periods.
- 2) Waste materials require proper containers and labels.
- 3) Do not store items in the fume hood. The storage of items in the fume hood is a fire hazard and decreases the efficiency of the fume hood.

- 4) Label all chemicals ~~with names and hazards, even solutions.~~, ***even solutions, with name, hazard(s), and date received; for solutions made "in-house" label with name, hazard(s) and date created.***
- 5) Never block access to exits or emergency equipment.
- 6) A trained individual should clean up all spills properly and promptly.
- 7) Work and floor surfaces should be cleaned regularly and kept free of clutter.

F) Spill and Accident Procedures

- 1) Notify – Call for help. Evacuate – get everyone to a safe location. Assemble – Organize the students and employees. Report – Complete a detailed accident report after the emergency is over.
- 2) Clean up spills immediately and thoroughly. Follow approved spill cleanup procedures. Spills should only be cleaned up by approved personnel.
- 3) A bucket of dry sand, a spill kit, kitty litter, or other spill control materials should be available to be used as a Class D fire extinguisher and to provide traction on a slippery floor.
- 4) Neutralizer for both acid and base spills should be available in the event of a chemical spill

G) Chemical Storage Rules and Procedures

- 1) Keep an updated inventory of all chemicals, including the amount and location.
- 2) Stored chemicals should be examined annually for replacement, deterioration and chemical integrity.
- 3) Label all teacher-made chemical solutions with the identity of the contents, date, concentration, hazard information and teacher name.
- 4) Label all chemicals with the purchase date.
- 5) Establish a separate and secure storage area for chemicals. ***This area should be kept locked at all times. Students are not permitted in chemical storage area.***
- 6) Do not allow incoming shipments of chemicals to be opened by school personnel other than qualified science teachers. Keep the special and expensive shipping containers for possible use in chemical storage.
- 7) All chemicals should be stored in chemically compatible families.
- 8) Store the minimum amount of chemical needed.
- 9) Store corrosives in appropriate corrosive cabinets.
- 10) No flammable materials should be stored outside an approved flammables storage cabinet unless in safety cans.
- 11) Do not store items in the fume hood. The storage of items in the fume hood is a fire hazard and decreases the efficiency of the fume hood.
- 12) If possible, keep certain items in the original shipping package, e.g., acids and bases in the special Styrofoam cubes.
- 13) Avoid storing chemicals on shelves above eye level.
- 14) The storage area and cabinets should be labeled as to identify the hazardous nature of the products stored within. This will allow fire department officials to quickly see a potentially hazardous area.
- 15) Shelving above any work area, such as a sink, should be free of chemicals or other loose miscellaneous objects.
- 16) Shelving sections should be secured to walls or floor to prevent tipping of entire sections.
- 17) Shelves should be equipped with a barrier to prevent containers from rolling off.
- 18) Chemicals should not be stored on the floor except in approved shipping containers.
- 19) Storage area should be ventilated by at least four changes of air per hour. Isolate the chemical storage exhaust from the general building ventilation system.
- 20) Never store food in a laboratory refrigerator. Place sign on refrigerator to notify of restricted use, lock if necessary.

- 21) Store chemicals in a separate, locked, dedicated storeroom.
- 22) Store all poisons in a locked cabinet.
- 23) Only authorized personnel are allowed in the chemical storage area. Students should never be allowed in this area.
- 24) Chemical exposure to heat or direct sunlight should be avoided.

i. Storage Requirements – Compressed Gas Handling Instructions

- 1) Compressed gases should be handled as high energy sources, and therefore, as potential explosives.
- 2) Always protect the cylinder valve stem.
- 3) Compressed gas cylinders should have cap in place when not in use or when being moved.
- 4) Avoid exposures of cylinders to heat. Do not store gas cylinders in direct sunlight.
- 5) Never lubricate, modify, force or tamper with a cylinder valve.
- 6) Cylinders of toxic, flammable, or reactive gases should be used only under a fume hood.
- 7) Do not extinguish a flame involving a combustible gas until the gas is shut off – otherwise it can re-ignite – possibly causing an explosion.
- 8) Gas cylinders must be secured in place. They must be protected to prevent valve damage which may be caused by falling.

ii. Storage Requirements – Flammable Chemicals Handling Instructions

- 1) Store all flammables in a dedicated flammable cabinet.
- 2) Keep cool, between 55°F and 80°F, at all times.
- 3) Store away from all sources of ignition.
- 4) Store away from all oxidizers.
- 5) Never store flammables in refrigerators unless the refrigerator is explosion proof.
- 6) Avoid storing any chemicals, especially flammable materials in direct sunlight.

iii. Storage Requirements – Corrosive Materials Handling Instructions

- 1) Store corrosives in appropriate corrosive cabinets.
- 2) If possible, keep certain items in the original shipping package, e.g., acids and bases in the special Styrofoam cubes.
- 3) Working with corrosive material requires special eyewear. Wear ANSI-rated goggles when handling corrosive materials.
- 4) At least every three months inspect all shelf clips in the acid cabinet to check for possible corrosion. These shelf clips are the only thing preventing a collapsed shelf. They require special attention.

H) Procedure – Specific Safety Rules and Guidelines (for extremely hazardous chemicals)

- 1) Use a fume hood when the permissible exposure limit for a chemical is less than 50ppm as indicated on the chemical SDS.
- 2) Use carcinogens, mutagens, teratogens and allergens only under a fume hood.
- 3) Handle toxic, corrosive, flammable and noxious chemicals under a fume hood.
- 4) Do not expose flammable liquids to open flame, sparks, heat or any source of ignition.
- 5) Only use flammable solids (sodium, potassium, lithium, etc.) in very small quantities.
- 6) Use a safety shield when igniting flammable solids.
- 7) Water – reactive solids (sodium metal, potassium metal, etc.) should be stored under dry oil.
- 8) Use extreme caution when handling finely divided (dust-like) material. Finely divided materials may form explosive mixtures with air.
- 9) Open cans of ether (ethyl ether) should be properly disposed of after use and not stored unless absolutely necessary. Rely on expiration date to dispose of the material.
- 10) Glycerin should be available only to the instructor.

I) Prior Approval Procedures

There may be some procedures which require prior approval before an instructor attempts to perform them, such as demonstrations and experiments. These procedures must be determined by cooperation and communication between the Science teacher and the Chemical Hygiene Officer in conjunction with O&M Director.

J) Safety Equipment Inspection

One of the most important sections of the Laboratory Standard states that all safety equipment in the facility must function at all times.

- 1) Goggles always must be clean and functional.
- 2) Laboratory ventilation must meet the standard of eight air changes per hour and must be tested quarterly for prep areas and four air exchanges per hour for the laboratory and storage area.
- 3) A respirator must be fit tested and the appropriate cartridges must be available. **Contact Chemical Hygiene Officer for approval of respirator usage prior to purchasing.**
- 4) Have appropriate types and sizes of extinguishers such as Triclass ABC and/or Halon fire extinguishers. Carbon Dioxide fire extinguishers are inappropriate. A Class D fire extinguisher should be available when working with flammable solids. Fire extinguishers should be inspected every year. **Inspections are required monthly. Full Maintenance inspection by certified inspector is required annually.**
- 5) Eyewashes must be ~~functional and flushed at least once a month.~~ **flushed at least weekly. They must be determined to be at least functional, clean, and unobstructed by clutter.** (This applies to plumbed eyewash stations). **Annual inspection by O&M, needs to include water temperature, water capacity, and valve connections.**
- 6) Fume hoods must be operational at least the level of 70-100 linear feet per minute as measured with a velometer. **Fume hoods should be tested and inspected annually by Chemical Hygiene Officer or GV BOCES Health & Safety personnel.**

All the above items and all safety equipment must be inspected every three months at the minimum. Any safety equipment failing this quarterly inspection or reported to be out of order at any time must be repaired immediately. Any safety equipment found to be out of order is a serious violation of the Laboratory Standard and plan.

III. Employee Training

BOCES provides ongoing training sessions for employees. Training includes:

- 1) Content and location of this Chemical Hygiene Plan and the Laboratory Standard.
- 2) Potential hazards involved in using chemicals.
- 3) Signs and symptoms of overexposure to chemicals. How to detect potentially harmful exposures before they are harmful.
- 4) Location and availability of chemical Safety Data Sheets (SDS).
- 5) Understanding of the permissible exposure limits (PELs) used in the school.
- 6) The proper use and location of all safety equipment.

IV. Exposure Evaluations

All suspected exposure beyond permissible exposure limits will be investigated in a prompt and timely fashion.

In the event of an overexposure, after the immediate event, document all chemicals and circumstances involved in the overexposure. This information should be used to change safety practices to further improve lab safety and maintain these files and make them accessible to the employees except as prohibited by law.

Signs of overexposure are numerous; they include:

- 1) Accidental breakage of hazardous material container.
- 2) A skin rash or irritation occurring because of contacts with a chemical.
- 3) Caustic splashes to eyes, face or body.
- 4) Symptoms such as nausea and dizziness.

If monitoring of the air is determined to be necessary, the results of the monitoring must be made available to the employees within 2 weeks.

V. Medical Evaluations

Make medical consultation and examination available to employees when:

- 1) Any sign or symptom of an overexposure to a chemical is present.
- 2) Monitoring has indicated an overexposure to a chemical has occurred.
- 3) There has been a spill or uncontrolled release of chemical fumes.

Any emergency medical facility the employee is transported to and/or evaluated by will be provided with the names of the chemicals used, circumstances of the exposure and all signs and symptoms of the exposure.

The medical examinations dealing with the overexposure must be documented and other employees working under the same conditions must be notified. All documentation must be kept on file and accessible by other employees working in this area, unless otherwise prohibited by law.

All medical examinations and consultations shall be performed by or under the direct supervision of a licensed physician and shall be provided without cost to the employee; and without loss of pay.

VI. Monitoring

Monitoring will be conducted where a suspicion exists that exposure to a particular substance is over the exposure limit. Where the results indicate an overexposure, the exposure should be limited by the following Administrative Controls: 1) Purchase less toxic product that will provide same results; 2) Engineering controls, such as installation of ventilation hoods; 3) Ensure access to and use of Personal Protective Equipment as per SDS, such as masks, goggles, etc. Monitoring will continue to ensure that these steps are adequate for reducing exposure levels. Employees will be made aware of and have full access to the monitoring of substances.

VII. BOCES Emergency Evacuation Plan

The Evacuation Plan included in the SAVE plan will be followed. The following are examples of laboratory specific incidents that would require evacuation:

- * An experiment gets out of control.

- * Flammable materials are spilled.
- * Gas is smelled.
- * Mercury is spilled.
- * Fumes are strong enough to be smelled by over 50% of the people in the room.

Once determined that evacuation is necessary, staff members and students must proceed in an orderly fashion as in a fire drill.

VIII. Appendix

[Chemical Disposal Form](#)

[Classroom Safety Inspection Form](#)

[Chemical Inventory Worksheet Template](#)

[OSHA Laboratory Standard](#)

[*Radiation Exposure Tracking – next page*](#)

Radiation Exposure Tracking
2023-2024 School Year

<i>Date</i>	<i>AM/PM</i>	<i>CTE/CWD</i>	<i>Portable, Plenmeca, or Digital</i>	<i>Number of x-rays taken</i>	<i>Total</i>	<i>Comments</i>

9. New Business

16. Resolution to Accept Donation of Various Computer Cables, Routers, Switches from Wealth Enhancement Group

GIFTS AND DONATIONS

Donor Information:

Company or Individual Name: **Wealth Enhancement Group**

If Company, Contact Person: **Mark Rush**

Address: **1040 Pittsford Victor Road**

Phone Number: **585-563-1460**

E-Mail: **mrush@welathenhancement.com**

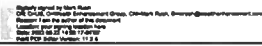
Description of item(s) to be donated; if additional space is need, please add additional page and check here:
box of Cat 6 cables, old servers, Switches, AP, Routers.

Is Item(s) in Working Condition: **yes** If not, please explain:

When can BOCES 2 Staff view the item: **i will drop them off tomorrow morning**

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: Mark Rush



Date: 5/22/23

To Be Completed By BOCES 2 Staff:

Staff Member Name: Rick Muscarella Dept: CTE Phone Ext: 2607

Name of Staff Member to be notified upon Board Approval: Rick Muscarella Supervisor Name and Review: _____


Proposed Use of Donated Item:
To be used within Computer Tech class for instruction.

How will the Item Reduce Costs or Benefit the Program:
N/A

Board Date: _____

Cabinet Administrator Signature

5/25/2023
Date


District Superintendent

5/20/23
Date

Board Action: Accept

Board Action: Reject

9. New Business

17. Resolution to Accept Donation of Bundles of Asphalt Shingles from B and L Wholesale

GIFTS AND DONATIONS

Donor Information:

Company or Individual Name: B and L Wholesale If Company, Contact Person: Steve Drechsler

Address: 70 Hartford St.

Phone Number: (585) 546-6616 E-Mail: Sdrechsler@blwholesale.com

Description of item(s) to be donated; if additional space is needed, please add additional page and check here:
Six square (18 bundles) asphalt roofing shingles

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

When can BOCES 2 Staff view the item: Anytime

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

Signature of Donor: _____

Date: 5/24/2023

To Be Completed By BOCES 2 Staff:

Staff Member Name: Mark Chase Dept: CTE Teacher Phone Ext: 2226

Name of staff member to be notified upon Board approval: Mark Chase

Supervisor name and review: Theresa Cortez X 2675

Proposed use of donated item:

* See below

How will the item reduce costs or benefit the program:

CWD Carpentry and the CTE Residential/ Commercial Electrical will be using the material for roofing a shed and as part of the Iron Ridge solar certification program.

Board Date: _____


Cabinet Administrator Signature

5/25/2023
Date


District Superintendent

5/29/23
Date

Board Action: Accept

Board Action: Reject

Reviewed: 5/10/2023

9. New Business

18. Resolution to Accept Donation of Plywood from Saint-Gobain
ADFORDS, Inc.

GIFTS AND DONATIONS

Donor Information:

Company or Individual Name: Saint-Gobain ADFORS, Inc.

If Company, Contact Person:

Address: 14770 East Avenue, Albion, NY 14411

Phone Number: 585-589-1080

E-Mail:

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

Saint-Gobain Adfors, Inc. receives products from its vendors with Plywood as part of the packaging, which Saint-Gobain discards after removal of its raw materials. Saint-Gobain and BOCES believe that the students could use the Plywood to practice woodworking. Therefore, Saint-Gobain is willing to from time to time donate Plywood to BOCES, in Saint-Gobain's sole discretion.

Is Item(s) in Working Condition: Yes

If not, please explain:

When can BOCES 2 Staff view the item:

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: Paige HarringtonDigitally signed by Paige Harrington
Date: 2023.05.11 14:39:43 -04'00'

Date: _____

To Be Completed By BOCES 2 Staff:

Staff Member Name: Carisa Harding Dept: CTE Phone Ext: 2623Name of Staff Member to be notified upon Board Approval: Jill Slavny Supervisor Name and Review: _____

Proposed Use of Donated Item:

To be used by Intro to Construction Trades and Building and Grounds classes for various projects

How will the Item Reduce Costs or Benefit the Program:

Reduction in cost of materials and provides various hands-on opportunities to build items relevant to the program curriculumBoard Date: 0/21/2023

Cabinet Administrator Signature
5/15/2023

Date


District Superintendent
5/17/23
DateBoard Action: Accept Board Action: Reject

9. New Business

19.Resolution to Accept Donation of Expiring Dental Materials

GIFTS AND DONATIONS

Donor Information:

Company or Individual Name: East Avenue Dentistry PLLC If Company, Contact Person: Lisa, Kate

Address: 1641 East Avenue, Rochester, NY 14610

Phone Number: (585) 482-5504 E-Mail: Operationsmanager@EastAvenueDentistry.com

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

Is Item(s) in Working Condition: _____ If not, please explain: to the best of my knowledge all items should work. Some materials may be expired.

When can BOCES 2 Staff view the item: taken from office to BOCES 6/6/23

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

Signature of Donor: [Signature] (ops manager) Date: 6/6/23

To Be Completed By BOCES 2 Staff:

Staff Member Name: Jen Probst Dept: CTE Phone Ext: 2240

Name of staff member to be notified upon Board approval: Jennifer Probst

Supervisor name and review: Theresa Alampy-Cortez

Proposed use of donated item:
See attached The Dental Program will not use items until Board approved - 2023-24 School Year.

How will the item reduce costs or benefit the program:
See attached

Board Date: _____
[Signature]
Cabinet Administrator Signature

6/7/2023
Date

[Signature]
District Superintendent

6/12/23
Date

Board Action: Accept

Board Action: Reject

East Avenue Dental contacted me to pick up dental materials that were soon expiring or already expired. These materials include gloves, anesthetic carpules, and composite material.

These items will benefit the program because they will supplement my budget costs and allow students to do more in-depth procedures and expand their familiarity with different dental materials they will see out in the medical field.

1 bag Mixing Tips (various sizes)

½ box (expired) Lidocaine

1 box N95 Masks

205 Disposable Mirrors

20 Dental Face Shields

2 boxes Whip-Mix

1 box Pink Stone

2 boxes Dental Dams

8 Gallons Pine DC Plus

4 Shade Guides

1 box Poly-lined towels

53 boxes Various gloves

1 box Irrigation tubing

3 boxes Drape Cloths

2 boxes COE-pack

1 box ESPE Impregum

2 containers Eraser Compound

50 Pieces Bite Registration flat trays

1 container Super Cure

1 PanAvia complete kit

1 Pentron mixing gun

1 bag Over Gloves

6 bottles Procide

2 bottles Oxivir

10. Personnel and Staffing

1. Resolution to Approve Personnel and Staffing Agenda

5/4/2023

Return to Human Resources by 6/1/2023

HUMAN RESOURCES
JUN 05 2023
MONROE 2 - ORLEANS
BOCES

Monroe 2-Orleans BOCES
3599 BIG RIDGE ROAD

RECOMMENDATION FOR TENURE APPOINTMENT

- I. **Identifying Information:** Name: Steven L. Montemarano Jr.
 Eligible for Tenure: 10/14/2023
 Notify Board: 06/21/2023
 Board Action: 07/12/2023
 Tenure Area: Director-BOCES 4 Science
- II. **Education Training:** BA – University of Rochester, 5/00
 MS – SUNY Brockport, 8/07
 CAS – University of Rochester, 1/13
- III. **Certification:** Professional – Mathematics 5-6 Ext., 9/1/08
 Professional – Mathematics 7-12, 9/1/08
 Professional – School District Leader, 9/1/13
- IV. **Previous Experience:** Mount Morris CSD, 9/05-6/13 (Teacher)
 Monroe 2 Orleans BOCES, 9/13-7/15 (Teacher)
 Livonia CSD, 7/15-10/19 (Administration)
- V. **Experience with BOCES:** Steven L. Montemarano Jr. has been employed by Monroe 2-Orleans BOCES as a(n) Director-BOCES 4 Science since 10/15/2019.
- VI. **Comments to be given on one of the following attachments located under H.R. Managerial forms.**

Attachment A - Teacher
Attachment B - Administrator

Date
6/1/2023

Date
6/6/23

Date
6/6/23

Date

Director
W Pearson

Assistant Superintendent
RM

Assistant Superintendent for Human Resources
John Attanacci

District Superintendent

Program and Service Responsibility:

Steven Montemarano serves as the Director for BOCES 4 Science. In this role, Steve is responsible for the implementation, coordination, and evaluation of the total K-8 science program. Specifically, Steve's primary responsibilities include the oversight of the production of science kits including manufacturing, assembly, inventory management and staff supervision. In addition, Steve is also responsible for ensuring the science kits are aligned to the New York State Science Learning Standards and works closely with the Assistant Director on this work. As Director of the BOCES 4 Science Program, Steve works collaboratively with administration and instructional staff from the 4 BOCES comprising the Mid-West JMT. Steve has collaborated with his BOCES 4 Science colleagues to move all production to one site and to bring educators together to create one premier science program. To that end, Steve has successfully navigated the move to Rochester Tech Park and has seen services grow as a result.

People and Systems:

An area of focus for Steve Montemarano has been on developing a collaborative work environment for all staff at BOCES 4 Science. Steve has instituted weekly meetings for production, clerical, and instructional staff to provide updates, discuss scheduling of science kits, professional development, and to problem solve. Steve also has set up regular meetings for all BOCES 4 Science staff to develop a cohesive team and to learn and grow together. As a result, Steve has established positive and trusting relationships and works hard to create an environment where all staff feel valued and supported. In addition, Steve also works with science contacts from across the state to provide updates and to gather feedback on the BOCES 4 Science resource and investigation kits. Developing a cohesive team and creating a system for ongoing communication with districts is an area of strength for Steve. This has also led to BOCES 4 Science's reputation of being a leader in science instruction in NYS.

Strategic Leadership:

Steve Montemarano has great skills in the area of strategic leadership. He has learned a great deal about the NYS Science Learning Standards, kit production, inventory management, and business management. Steve has used this knowledge to assist his team with developing high quality resource and investigation kits, professional development sessions to best meet the needs of teachers in our school districts, and to implement efficient processes for kit production. Another example of strategic leadership is in the development of a multi-year business plan for BOCES 4 Science Program. This plan will help the organization to grow and respond to needs of districts in an effective manner. Steve has also exemplified strategic leadership by continuing his own learning in the area of fiscal responsibilities including budgets and school finance. This has allowed him to develop fiscal projections for the BOCES 4 Science Program and to make sound financial decisions.

Modeling Organizational Values:

Steve Montemarano embodies the organizational values of Monroe 2-Orleans BOCES. He helped to develop BOCES 4 Science into a premier science program that has high-quality, hands-on science kits and professional development. Steve has learned a great deal about all aspects of the science program and uses this knowledge to make sound recommendations for improvements. All the decisions that Steve makes are with careful consideration of the four goal of the Monroe 2-Orleans BOCES Strategic Plan: Customer Satisfaction, Continuous Improvement, Community Collaboration and Resource Management. Merging three science kit production operations into one has been a big challenge and one that Steve has met head on by modeling organizational values and ensuring that shared vision for the work is clear to all.

Teamwork:

Steve has embraced the idea of teamwork within the BOCES 4 science program including employees from all 4 BOCES. Steve has a structure in place to allow for daily collaboration and builds in opportunities for team building and celebrations. Steve is a team player and always willing to work alongside staff to assist with kit production, professional development, shipping and inventory management. This has helped to create trusting relationships, a strong sense of belonging and mutual respect and rapport.

Professional Growth:

Steve Montemarano is a lifelong learner and applies this learning to guarantee that BOCES 4 Science offers the highest quality kits and professional development. Steve has set up regular meetings with the administrators from the Mid-west JMT and uses this to gather feedback and problem solve. He continues to increase his understanding of best practices in finance, manufacturing and data collection and uses this daily in his work. Steve is a reflective practitioner who takes pride in his work and uses feedback to grow and learn. Steve's commitment to professional growth and lifelong learning serves as a model for all staff at BOCES 4 Science.

10. Personnel and Staffing

2. Resolution to Approve Agreement between District
Superintendent and Director of Operations and Maintenance

Resolution to Approve Agreement between District Superintendent and Director of Operations and Maintenance

That the Board approves the Agreement between the District Superintendent of Monroe 2-Orleans BOCES and the Director of Operations and Maintenance for the period of July 19, 2023 – June 30, 2024, as presented.

11. Bids/Lease Purchases

1. Resolution to Accept Cooperative Pest Control Services
2. Resolution to Accept Industrial Racking Carts
3. Resolution to Accept Erie 1 Instructional Technology Statewide Licensing Agreements - FY 2023-2024
4. Resolution to Accept Erie 1 Distance Learning Statewide Licensing Agreements - FY 2023-2024

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-2048-23 was opened on April 24, 2023, at 2:00 p.m. My recommendation for the award of this contract is as follows:

Cimex Pest Services \$5,040.00

Bids obtained: 19

Bids returned: 3

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 2023-24 Operation and Maintenance budget.

May 9, 2023
Date



Director of Procurement

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

BID RECOMMENDATION

Industrial Portable Racking Carts

Bid #RFB-2051-23

The following bid was opened on May 31, 2023, at 2:00 p.m. My recommendation for the award of this bid is as follows:

Awarded Vendor: LCI Industrial Inc. \$29,648.80

- Bids obtained - 11
- Bids returned - 3

BID ANALYSIS

The bid for 40 industrial portable racking carts and 40 dolly bases for these carts has been recommended for award to the lowest responsive and responsible bidder that met all the required bid specifications. The equipment will be used by the BOCES 4 Science Department.

Funds to be provided from the 2022-2023 budget.

June 2, 2023
Date

Wendy Vergamini

Director of Procurement

Memo To: NYSITCC Members
From: David Brace, Manager – Operations, Technology Services, Erie 1 BOCES
Date: May 5, 2023
Subject: FY 2023 – 2024 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 Design – GoBox, Go-Pack, Book-N-Build

***7 Mindsets Academy – 7 Mindsets, Base**

A+ Educators (dba Woz U Education) - Beyond Targeted, 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

***Age of Learning, Inc - My Math Academy**

American Reading - SchoolPace/eIRLA & eLibraries

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

Apple (Opt-in)

Be Published

Beable Education

BK Interactive - Boardworks

***BlocksCAD - BlocksCAD for Education**

Blocksi - Blocksi

Bloomboard - Bloomboard

Bloom Learning - Free Instructional Resource

Brain Pop - Brain Pop (All)

Branching Minds

Breakout EDU – Breakout EDU

Bridges Transitions – Choices (All)

Canva US, Inc. – Canva, Free Instructional Resource

Capstone - Buncee for School Districts; Buncee Classroom

Carasoft – DocuSign

CDW – Lightspeed Classroom, Pear Deck, Go Guardian Teacher, SnapWiz-Edulastic - includes Free Instructional Resources - Pear Deck and SnapWiz

CharmTech Labs, LLC - Capti Voice

Classcraft – Classcraft, Free Instructional Resource

Code Monkey - Code Monkey

Code.org - Free Instructional Resource

***Coder Kids, Inc. DBA Codelicious - Codelicious**

Codesters - Python 1 & 2, Curriculum Bundle

Committee for Children – Second Step

Cordance Operations - Hapara

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

Dell Advanced Learning Partnerships Firm

Defined Learning – Defined Learning

Desmos - Math Tools, Free Instructional Resource

Digital Teaching Tools – Whiteboard.fi, Free Instructional Resource

Dreambox – Dreambox, Reading Plus

***Drone Sports Inc. - US Drone Soccer**

***DroneBlocks LLC - DroneBlocks**

Dropbox – Hello Sign

EBSCO – EBSCO – Learning Express

Ed for Tech (formerly Interactive Media) – Codey Rockey, HaloCode, Lab Station, mBot, mTiny TEAM Lab, Ranger, Ultimate Lab Station

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

EdPuzzle - EdPuzzle Pro, 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

EduPlanet – EduPlanet 21

***eDynamic Learning – eDynamic Learning**

***Electronic Gaming Federation – Electronic Gaming Federation (eSports & EGF Leagues)**

Elemetari LLC

***EliteGamingLive - EliteGamingLive**

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 Observers (ends 10/23), Focus for Teachers (ends 10/23)

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

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

Harris Education - Castle Learning, eDoctrina (Accountability Suite, beHave, PD 360, Question Banks, RePORT Cards, Educator Suite)

***Hello World CS - HelloWorld CS**

High School Esports League - High School Esports League

Hiperware Labs - ClassHero

***Hive Class, Inc. – Hiveclass**

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 - *Kitronik, Robolink, Zumi, Brainco Stem Kit*

Imagine Learning – *Edgenuity SEL, 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

Instructure - *Portfolium, MasteryConnect*

Isafe - *Isafe*

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

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

JZA Training Systems INC – *CoderZ*

***Kahoot! ASA** - *Kahoot! EDU*

Khan Academy - *Free Instructional Resource*

Kinems - *Kinems*

Labster

***Learnics** - *Learnics*

Learning.com – *Learning.com*

Learning A-Z

Learning Ally – *Learning Ally*

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)*

Linewize - *Net Ref*

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)*

Marzano Evaluation (formerly Learning Sciences) – *iObservation*

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*

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

***MooZoom Education, Inc.** - *MooZoom*

Mr. Elmer

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

***NASEF** - *Free Instructional Resource*

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

NeuroMaker - *NeuroMaker*

Neuron Fuel - *Tynker*

Newsela - *Newsela Pro School, Newsela Pro Teacher, Free Instructional Resource*

NextWave Stem

No RedInk - *No RedInk*

Notable - *Kami*

NS4ed, LLC - *Pathway2Careers*

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

Pasco Scientific - *Pasco Scientific*

Passport for Good - *Passport for Good*

Pearson - *Write to Learn, AIMS Web PLUS, SSIS SEL, BASC-3, Review 360, Qglobal*

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, Schoology*

QuaverEd – *Quaver SEL, Quaver Music*

***Quizizz Inc.** - *Quizizz*

Reading Horizons

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, Fastbridge*

Rethink ED - *Rethink ED*

***REX Academy** – *REX Academy*

Right Reason Technologies - *Right Path*

Ripple Effects

Robot Lab – *Robot Lab*

***Rocket Drones, Inc.** - *Rocket Drones*

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, Math Screener and Diagnostic Assessment, Interactive Music*

SchoolBinder - *TeachBoost Evaluation*

SchoolLinks - *SchoolLinks*

Scoir

Scribble, Inc. – *Scribble, Free Instructional Resource*

SeeSaw Learning – *Seesaw, Seesaw Lessons*

SkillStruck

SkyOP - *SkyOP Drone Training Curriculum*

Small Factory Innovations - *SiLAS*

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

Soundtrap

Standard for Success - Standard for Success

STEM SIMS

Suntex – *First in Math, Free Instructional Resource*

Tech4Learning - *Wixie*

Tech Row – *Tech Row Media*

TEQ - *3Doodler, Active Floor, BrickPi, BirdBrain, Bloxels, Cubelets, Cue, Dash and Dot, DJI/DJI Robomaster, EduPro VR Headset, Emblaser (Afinia), Farmshelf, Glowforge, GoPiGo, Hummingbird Robotics, iBlocks, Kai's Clan, KIBO, Learning Lab Disc, Little Bits, Lumio (formerly SMART), Makey Makey, Matter and Form, Mayku, Merge, OTIS Online PD, OSMO, Ozobot and Evo, Pi-Top, Piper, Robotis, SAM Labs, Sphero, STEMFuse, Squishy Circuits, UB Tech, UKIT, Veative, Wonder Workshop*

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, Free Instructional Resource*

***UpSavvy** - *UpSavvy*

VidCode - *VidCode*

***VIVI, LLC** - *VIVI*

***Wakelet** – *Wakelet, Free Instructional Resource*

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

WeVideo - *WeVideo*

WhyMaker

***World Book, Inc.** - *World Book Wizard*

Xello – *Xello, Springboard*

XSel Labs

zSpace Inc. – *zSpace*

NOTE: At this time, there are some vendors that were awarded contracts in 2022/23 who have yet to finalize a contract for 2023/24. We have kept them on the memo with the understanding that we anticipate a contract for July 1.

Also, *indicates new vendors from the add on contracts issued this year.

Please return the completed resolutions to David Brace no later than 6/16/23.

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 2023 – 2024 fiscal year, for 3D Bear, 3DUX Design, 7 Mindsets Academy, A+ Educators (dba Woz U Education), ABRe.IO, Accelerate Learning, Achieve3000, Age of Learning Inc, American Reading, Amplify Education Inc., Apple (Opt-in), Be Published, Beable Education, BK Interactive, BlocksCAD, BlocksI, Bloomboard, Bloom Learning, Brain Pop, Branching Minds, Breakout EDU, Bridges Transitions, Canva US Inc., Capstone, Carasoft, CDW, CharmTech Labs LLC, Classcraft, Code Monkey, Code.org, Coder Kids Inc. (dba Codelicious), Codesters, Committee for Children, Cordance Operations, Curriculum Associates, Dell Advanced Learning Partnerships Firm, Defined Learning, Desmos, Digital Teaching Tools, Dreambox, Drone Sports Inc., DroneBlocks LLC, Dropbox, EBSCO, Ed for Tech, Edmentum, EdPuzzle, Educational Vistas, EduPlanet, eDynamic Learning, Electronic Gaming Federation, Elemetari LLC, EliteGamingLive, Empower U, eSpark, EverFi, ExcelSoft, Explore Learning, Formative, Frontline, Gale, Grammar Flip, Great Minds PBC, Gynzy, Harris Education, Hello World CS, High School Esports League, Hiperware Labs, Hive Class Inc., Houghton Mifflin, iDesign, Imagine Learning, Immersed Games, Impero, In position Technologies, Infobase Holding, Instructure, Isafe, iStation, IXL Learning, JZA Training Systems INC, Kahoot! ASA, Khan Academy, Kinems, Labster, Learnics, Learning.com, Learning A-Z, Learning Ally, Learning Without Tears, Legends of Learning, Lego Education, Lexia Learning, Linewize, Linkit, Logisoft, Mad-Learn, Maia Learning, Makers Empire, Manage Mindfully, Marzano Evaluation, Math Space, McGraw Hill, Mind Research Institute, Moby Max, MooZoom Education Inc., Mr. Elmer, Music First, NASEF, Nearpod, NeuroMaker, Neuron Fuel, Newsela, NextWave Stem, No RedInk, Notable, NS4ed LLC, NWEA, Pasco Scientific, Passport for Good, Pearson, Performance Learning Systems (dba PLS 3rd Learning), Pixton Comics, Play Vs Inc., Power My Learning, PowerSchool, QuaverEd, Quizizz Inc., Reading Horizons, Renaissance Learning, Rethink ED, REX Academy, Right Reason Technologies, Ripple Effects, Robot Lab, Rocket Drones Inc., Rubicon West Inc., SAI Interactive, SAVVAS, SchoolBinder, SchoolLinks, Scoir, Scribe Inc., SeeSaw Learning, SkillStruck, SkyOP, Small Factory Innovations, Smart Science, Soundtrap, Standard for Success, STEM SIMS, Suntex, Tech4Learning, Tech Row, TEQ, The Language Express, Thimble.io, Think Tech Solutions, Thrive Academics, Tools For Schools, UpSavvy, VidCode, VIVI LLC, Wakelet, Waterford, WeVideo, WhyMaker, World Book Inc., 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 at its meeting, duly noticed, held on July 21, 2023.

Dated _____, 2023

Board Clerk

Memo To: NYS DL Consortium

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

Date: May 5, 2023

Subject: FY 2023 – 2024 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:

***Air Tutors**

***BookNook, Inc.**

***Brainfuse, Inc.**

Desire to Learn – D2L

Edmentum - *Edmentum Courseware, Calvert, edOptions, Exact Path, Apex Learning Tutorials & Courses*

eDoctrina – SOLe

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

Florida Virtual School - *Florida Virtual School*

***Focal Point**

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

***Mango Languages**

MGRM Pinnacle - *M-STAR LSP*

My VR Spot

OTUS - *OTUS*

Panopto

***Paper Education America**

Pearson - *Connexus*

PowerSchool - *Schoology*

***Remind 101, Inc.**

Right Reason – *Right Path Courseware*

Skooler - *Skooler*

Spider Learning – *Spider Virtual Coursework*

Stride

***Tutor Me Education**

***Varsity Tutors for Schools**

Yuja

Note: At this time, there are some vendors that were awarded contracts in 2022/23 who have yet to finalize a contract for 2023/24. We have kept them on the memo with the understanding that we anticipate a contract for July 1.

Also, *indicates new vendors from the add on contracts issued this year.

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 6/16/23.

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.

Memo To: NYS DL Consortium

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

Date: May 5, 2023

Subject: FY 2023 – 2024 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:

***Air Tutors**

***BookNook, Inc.**

***Brainfuse, Inc.**

Desire to Learn – D2L

Edmentum - *Edmentum Courseware, Calvert, edOptions, Exact Path, Apex Learning Tutorials & Courses*

eDoctrina – SOLe

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

Florida Virtual School - *Florida Virtual School*

***Focal Point**

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

***Mango Languages**

MGRM Pinnacle - *M-STAR LSP*

My VR Spot

OTUS - *OTUS*

Panopto

***Paper Education America**

Pearson - *Connexus*

PowerSchool - *Schoology*

***Remind 101, Inc.**

Right Reason – *Right Path Courseware*

Skooler - *Skooler*

Spider Learning – *Spider Virtual Coursework*

Stride

***Tutor Me Education**

***Varsity Tutors for Schools**

Yuja

Note: At this time, there are some vendors that were awarded contracts in 2022/23 who have yet to finalize a contract for 2023/24. We have kept them on the memo with the understanding that we anticipate a contract for July 1.

Also, *indicates new vendors from the add on contracts issued this year.

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 6/16/23.

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.

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 21	8:00 am	Center-Based Graduation (ESC, PDC)
	12:30 pm	Project SEARCH Celebration (ESC, PDC)
	5:00 pm	Audit Committee Meeting (ESC, PDC)
	6:00 pm	Board Meeting (ESC, Board Room)
June 29	2:30-4:00pm	Tom Burke Retirement Party (ESC, PDC)
July 12	Noon	Re-organizational Board Meeting immediately followed by Regular Board Meeting and Audit Committee Meeting

15. Other Items

16. Executive Session

17. Adjournment