

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, October 20, 2021 at 6:00 p.m. at the Richard E. Ten Haken Educational Services Center, 3599 Big Ridge Road, Spencerport, New York 14559, Professional Development Center.

Anticipated Executive Session immediately following the regular board meeting to discuss the employment history of a particular person(s).

BOARD MEMBERS

Dennis Laba, President

R. Charles Phillips, Vice President

John Abbott

Cindy Dawson

Kathleen Dillon

Gerald Maar

Michael May

Mark Porter

Heather Pyke

AGENDA

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Agenda Item(s) Modifications
4. Approval of Minutes: September 15, 2021 Regular Meeting Minutes
5. Public Interaction
6. Financial Reports
  1. Resolution to Accept Treasurer's Report
  2. Resolution to Accept WinCap Report
  3. Internal Claims Exception Log
  4. Quarterly Contractor Report
7. Board Presentation(s): Mengle, Metzger, Barr, CPA 2020-21 Audit - Tom Zuber
  1. Resolution to Accept the Audit Reports entitled Basic Financial Statement and Management Letter for the year ended June 30, 2021, as recommended by Jo Anne Antonacci, District Superintendent
  2. Resolution to Accept Corrective Action Plan for the Year Ended June 30, 2021
8. Old Business – none
9. Recognition of School Board members
10. New Business
  1. Regional Summer School Update (Tim Dobbertin)
  2. Resolution to Approve 2021 Regional Summer School Leases for Brockport CSD, Gates CSD, Greece CDS, and Hilton CSD
  3. Resolution to Participate in Opioid and Juul litigations
  4. Resolution to Approve Donation from Crane Dental Laboratory of a 2012 Ford Focus for use in Automotive Technology Program lab
  5. Resolution to Approve Donation from Larry DeWolf of various building materials for student practice lessons
  6. Resolution to Approve Donation from Miller Brick of bricks and ties to be used for Skills USA "Teamworks" training

11. Personnel and Staffing

1. Resolution to Approve Personnel and Staffing Agenda

12. Bids/Lease Purchases

1. Resolution to Accept Cooperative Fine Paper Bid
2. Resolution to Accept Print Shop Supplies Bid
3. Resolution to Accept Cleaning and Disinfecting Service Bid
4. Resolution to Accept Erie 1 BOCES Statewide Licensing Agreements - Add on #1

13. Executive Officer's Reports

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

14. Committee Reports

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

15. Upcoming Meetings/Calendar Events

October 16	7:30 am	MCSBA Finance Conference (TBD)
October 18-22		Board Member Recognition Week
October 20	Noon	MCSBA Labor Relations Committee Meeting (DoubleTree)
	6:00 pm	Monroe 2-Orleans BOCES Board Meeting (ESC, PDC 1 & 2)
November 3	Noon	MCSBA Legislative Committee Meeting (DoubleTree)
	5:45 pm	MCSBA Board Leadership Meeting (DoubleTree)
November 10	Noon	MCSBA Information Exchange Committee (Shadow Lake Golf Club)
	TBD	Board Officer Meeting/Agenda Review
	4:00 pm	MCSBA Steering Committee Meeting – Zoom
November 11		Veterans' Day Holiday – BOCES CLOSED
November 17	Noon	MCSBA Labor Relations Committee
	6:00 pm	Monroe 2-Orleans BOCES Board Meeting (ESC, PDC 1 & 2)

16. Other Items

17. Executive Session

18. Adjournment

## 1. Call the Meeting to Order

## 2. Pledge of Allegiance

### 3. Agenda Item(s) Modifications

#### 4. Approval of Minutes: September 15, 2021 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 September 15, 2021 at 6:30 p.m. at the Richard E. Ten Haken Educational Services Center, Spencerport, New York 14559.

**Members Present:**

Dennis Laba, President  
R. Charles Phillips, Vice President  
John Abbott  
Cindy Dawson

Kathleen Dillon  
Gerald Maar  
Michael May  
Heather Pyke

**Staff Present:**

Jo Anne Antonacci  
Karen Brown, Esq.  
Stephen Dawe  
Tim Dobbertin  
Ian Hildreth

Kelly Mutschler  
Marijo Pearson  
Steve Roland  
Dr. Michelle Ryan  
Lynda VanCoske, Esq

1. Call the Meeting to Order

The meeting was called to order by President Laba at 6:30 p.m.

2. Pledge of Allegiance

3. Agenda Modifications – There were no agenda modifications

4. Approval of Minutes

Resolved: To Approve the Minutes of the August 18, 2021 Regular Meeting  
Minutes as presented.

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

5. Public Interaction – There was no public interaction.

6. Financial Reports

Resolved: To Accept the Treasurer's Report and WinCap Report as presented  
Moved by M. May, seconded by K. Dillon; passed unanimously.

7. Board Presentation – Karen Brown presented the Human Resources Annual Update and answered questions from the board.

8. Old Business

None

9. New Business

1. First Reading policy Series 7000

Resolved: To waive Second Reading and Approve Policy Series 7000 as presented.

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

2. Resolved: To Accept Donation by Dock Hardware of scrap metal for use by welding students

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

3. Resolved: To Accept Donation by Shawndra Products of metal pipe and plates in various lengths and sizes for use by welding students

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

4. Tim Dobbertin provided the annual update on School Safety and the Educational Climate to the board. Total school violence incidents dropped.

5. The Board reviewed the NYSSBA Proposed Resolutions and cabinet feedback.

6. Representatives for the Building Level Emergency Plans was discussed, and board members volunteered to represent as follows:

- M. May – RTP
- D. Laba – CTE
- H. Pyke – ESC/ECLC
- K. Dillon – Ridgecrest and Westview

7. There was a discussion of Board development sessions and topics. Two sessions will be scheduled for 2021-22; one in the fall to include executive cabinet and one in the spring with District Superintendent.

10. Personnel and Staffing

1. Resolved: To Approve the Personnel and Staffing Agenda as presented

Moved by K. Dillon, seconded by G. Maar; passed unanimously

11. Bids/Lease Purchases

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

1. Resolved to accept Welder bid  
Praxair Distribution, Inc. \$ 15,049.10
2. Resolved to accept Disposal Service Bid Award  
Waste Management of New York, LLC \$ 64,340.04
3. Resolved to accept Cooperative Audio-Visual Equipment Installation Service Bid  
Park Place Installations, Inc. \$ 98,359.00  
(Primary Vendor)  
The Smart Guys Backup vendor as needed  
(Secondary Vendor)

12. Executive Officer's Report

DS Meeting will be September 20-21. Meetings are not back at State Ed yet as the meeting rooms are not able to accommodate the group and meet social distance



guidelines. Meeting will be held at WSWHE BOCES.

At the State level, there is work being done on graduation requirements. This work had been paused since February 2020 when focus changed due to the pandemic. The rest of the forums will be held soon.

Board of Regents meetings are being held virtually.

MCCOSS continues to meet with DOH. We are waiting to see how the county disburses the 15 M for testing. There have been many questions from staff regarding testing.

District Superintendent reported that the organization is teeing up for the future. Cabinet has been talking about future needs and growing need for classroom and land lab space.

District Superintendent Jo Anne Antonacci turned the discussion over to Tim Dobbertin to talk about the new Immuneware software recently purchased to track student and staff vaccination data. BOCES 2 nurses will lead the team in customizing the interface.

The question was posed to the board whether there was any opposition to moving the start time of board meetings to 6:00. No one opposed and meetings will start at 6:00 beginning with the October 20, 2021 meeting.

13. Committee Reports

1. Labor Relations Committee – Topic was cyber security
2. Legislative Committee – Discussion around ways to recruit bus drivers
3. Information Exchange Committee – presentation on the Finger Lakes Youth Apprenticeship Program.

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

15. Other Items - None

16. At 7:41 p.m. a motion was made by J. Abbott to adjourn the meeting to Executive Session, seconded by G. Maar; passed unanimously.

Respectfully Submitted

Kelly Mutschler  
Clerk of the Board

Members Present

John Abbott  
Cindy Dawson  
Kathleen Dillon  
Dennis Laba

Gerald Maar  
Michael may  
R. Charles Phillips  
Heather Pyke

Staff Present

Jo Anne Antonacci

At 8:16 p.m. a motion was made by M. May; seconded by K. Dillon to come out of executive session; passed unanimously.

17. Adjournment

At 8:17p.m. a motion was made by M. May to adjourn the meeting, seconded by K. Dillon; passed unanimously.

Respectfully submitted, Jo Anne L. Antonacci  
Clerk Pro Tem

## 5. Public Interaction

## 6. Financial Reports

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

7. Board Presentation(s): Mengle, Metzger, Barr, CPA 2020-21 Audit - Steve Roland
  1. Resolution to Accept the Audit Reports entitled Basic Financial Statement and Management Letter for the year ended June 30, 2021, as recommended by Jo Anne Antonacci, District Superintendent
  2. Resolution to Accept Corrective Action Plan for the Year Ended June 30, 2021

8. Old Business – none

## 9. Recognition of School Board members

10. New Business

1. Regional Summer School Update (Tim Dobbertin)



## Regional Summer School Results Summer 2021

Number of Component School Districts Participating: 9

Number of Students at Regional Summer School Sites:

	<u>Students</u>	<u>Courses</u>		<u>Courses Charge For</u>		
		Registered	Charge For	HS	MS	ES
Middle School Program	312	647	548	0	548	0
Brockport High School	600	1124	961	961	0	0
Greece Athena High School	574	1006	895	895	0	0
Paul Rd Elementary School	158	176	158	0	0	158
Village Elementary School	170	170	170	0	0	170
	<b>1814</b>	<b>3123</b>	<b>2732</b>	<b>1856</b>	<b>548</b>	<b>328</b>

1089 (53%) took 2 or more classes

504 (25%) of students were individuals with disabilities

### Total Students by District

	Elementary School	Middle School	High School	Total
Brockport	0	77	151	228
Churchville-Chili	109	30	109	248
Gates Chili	49	145	233	427
Greece	73	0	478	551
Hilton	97	36	79	212
Holley	0	0	14	14
Kendall	0	9	14	23
Spencerport	0	15	79	94
Wheatland-Chili	0	0	17	17
TOTALS:	<b>328</b>	<b>312</b>	<b>1174</b>	<b>1814</b>

### Number of Courses by District / Credit

	New 1 Credit	New 1/2 Credit	Remedial 1 Credit	Remedial 1/2	Clinic	MS	ES	Total
Brockport	0	4	217	7	0	126	0	354
Churchville-Chili	0	4	163	5	2	37	109	320
Gates Chili	0	4	366	30	65	209	49	723
Greece	1	71	617	57	0	0	73	819
Hilton	4	14	92	7	0	66	97	280
Holley	1	1	18	1	0	0	0	21
Kendall	1	2	15	0	0	16	0	34
Spencerport	0	4	115	4	0	27	0	150
Wheatland-Chili	0	0	31	0	0	0	0	31
TOTALS:	<b>7</b>	<b>104</b>	<b>1634</b>	<b>111</b>	<b>67</b>	<b>481</b>	<b>328</b>	<b>2732</b>

## Greece Credit Recovery Summer School Results Summer 2021

Number of Component School Districts Participating: 1

	<u>Students</u>	<u>Courses</u>	
		Registered	Charge For
Greece Odyssey Academy	166	463	463
	<b>166</b>	<b>463</b>	<b>463</b>

166 (100%) took 2 or more classes; [Excluding Tests]

62 (37.3%) of students were individuals with disabilities

### Number of Courses Taken by District

	New	Remedial
Greece	10	453
TOTALS:	10	453

### Number of Courses by District (By Course Credit)

	New	Remedial 1 Credit
Greece	10	453
TOTALS:	10	453

10. New Business

2. Resolution to Approve 2021 Regional Summer School Leases for Brockport CSD, Gates CSD, Greece CDS, and Hilton CSD

2021 REGIONAL SUMMER SCHOOL  
CLASSROOM LEASE

THIS AGREEMENT OF LEASE made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the BROCKPORT CENTRAL SCHOOL DISTRICT, a municipal corporation with offices at 40 Allen Street, Brockport, NY 14420, hereinafter referred to as the “Landlord,” and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, MONROE-ORLEANS COUNTIES, hereinafter referred to as “Tenant”;

WITNESSETH:

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

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

1. ASSIGNMENT

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

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

## 2. BREACH OF ONE PROVISION

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

## 3. CHANGES, ALTERATIONS

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

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

## 4. COMPLIANCE WITH LAWS

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

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

#### 5. CONFIDENTIALITY

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

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

#### 6. CONFLICT OF INTEREST

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

#### 7. CONSTRUCTION/AMENDMENTS

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

#### 8. CONTACT PERSON

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

#### 9. COPIES OF THE LEASE

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

#### 10. DANGEROUS CONDITION

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

#### 11. DEDUCTION OF RENT

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

#### 12. DEFAULT

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

### 13. LANDLORD OBLIGATIONS

The Landlord further agrees to provide the following:

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

### 14. ENTER SPACE

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



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

15. ENTIRE LEASE

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

16. EXCLUSIVITY

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

17. GOVERNING LAW

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

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

18. HEADINGS

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

19. HEALTH AND SAFETY

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

## 20. INDEMNIFICATION

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

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

## 21. INDEPENDENT CONTRACTOR

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

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

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

## 22. INSURANCE

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

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

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

## 23. INTEREST

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

On site 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. LOGO

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

## 25. NON-DISCRIMINATION

BOCES does not discriminate on the basis of age, sex, race, color, national origin, disability, creed, marital status, veteran status, sexual orientation, prior criminal offense, domestic violence victim status, or genetic status in its services, employment, programs or activities and provides equal access to the Scouts 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 <http://www2.ed.gov/about/offices/list/ocr/qa-complaints.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.

## 26. NOTICE/SERVICE OF PROCESS

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

## 27. PART Z CHEMICALS

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

## 28. PEACEFUL USE

The Tenant's use of facilities shall be limited to those areas as specified above. The Landlord further covenants that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid shall and may peacefully and quietly have, hold and enjoy the said premises for the term aforesaid, provided however, that this covenant shall not be conditioned upon the retention of title to the premises by the Landlord.

## 29. RENTAL

The Tenant shall pay as and for rent of said premises the annual 12-month rate based on a formula using Brockport's total 2020-21 O&M costs which shall be five dollars and twenty cents (\$5.20) per square foot prorated to 30 days. The total amount of rent for the 30-day period shall be eighteen thousand six hundred fifteen dollars and twenty cents (\$18,615.20) for total square footage of 43,520 feet. The rent is payable in one installment by October 31, 2021 upon invoice from Landlord and payable to the Landlord's School District Treasurer.

## 30. INVALID/SEVERABILITY

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

### 31. 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.

### 32. SPACE

The Landlord and Tenant agree the provisions of this lease will be in full force and effect.

### 33. SUBCONTRACTING

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

### 34. TERM

The term of the lease is from July 6 – August 13, 2021.

### 35. 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.

### 36. USAGE

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

37. USAGE CHANGES

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

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

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

MONROE 2-ORLEANS BOCES (Tenant)

BY \_\_\_\_\_  
JO ANNE L. ANTONACCI  
DISTRICT SUPERINTENDENT

\_\_\_\_\_ DATE

BROCKPORT CENTRAL SCHOOL DISTRICT (LANDLORD)

BY \_\_\_\_\_  
SEAN BRUNO  
SUPERINTENDENT OF SCHOOLS

\_\_\_\_\_ DATE

2021 REGIONAL SUMMER SCHOOL  
CLASSROOM LEASE

THIS AGREEMENT OF LEASE made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the GATES CHILI CENTRAL SCHOOL DISTRICT, a municipal corporation with offices at 3 Spartan Way, Rochester, NY 14624, hereinafter referred to as the “Landlord,” and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, MONROE-ORLEANS COUNTIES, hereinafter referred to as “Tenant”;

WITNESSETH:

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

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

1. ASSIGNMENT

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

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



## 2. BREACH OF ONE PROVISION

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

## 3. CHANGES, ALTERATIONS

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

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

## 4. COMPLIANCE WITH LAWS

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

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

5. CONFIDENTIALITY

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

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

6. CONFLICT OF INTEREST

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

7. CONSTRUCTION/AMENDMENTS

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

8. CONTACT PERSON

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

9. COPIES OF THE LEASE

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

#### 10. DANGEROUS CONDITION

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

#### 11. DEDUCTION OF RENT

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

#### 12. DEFAULT

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

#### 13. LANDLORD OBLIGATIONS

The Landlord further agrees to provide the following:

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

#### 14. ENTER SPACE

The Tenant agrees that the Landlord, the Landlord's agents and other representatives shall have the right to enter into and upon said space, or any part thereof, with a Tenant representative present, for the purpose of examining and using the same, performing maintenance and custodial functions or making such repairs or alterations thereon that may be necessary for the safety and preservation thereof.

15. ENTIRE LEASE

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

16. EXCLUSIVITY

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

17. GOVERNING LAW

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

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

18. HEADINGS

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

19. HEALTH AND SAFETY

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

20. INDEMNIFICATION

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

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

## 21. INDEPENDENT CONTRACTOR

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

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

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

## 22. INSURANCE

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

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

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

## 23. INTEREST

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

On site 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. LOGO

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

## 25. NON-DISCRIMINATION

BOCES does not discriminate on the basis of age, sex, race, color, national origin, disability, creed, marital status, veteran status, sexual orientation, prior criminal offense, domestic violence

victim status, or genetic status in its services, employment, programs, or activities and provides equal access to the Scouts 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 <http://www2.ed.gov/about/offices/list/ocr/qa-complaints.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.



## 26. NOTICE/SERVICE OF PROCESS

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

Name	Title
Service of Process sent to Tenant shall be to the attention of its District Clerk.	

## 27. PART Z CHEMICALS

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

## 28. PEACEFUL USE

The Tenant's use of facilities shall be limited to those areas as specified above. The Landlord further covenants that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid shall and may peacefully and quietly have, hold and enjoy the said premises for the term aforesaid, provided however, that this covenant shall not be conditioned upon the retention of title to the premises by the Landlord.

## 29. RENTAL

The Tenant shall pay as and for rent of said premises the annual 12-month rate based on a formula using Gates Chili's total 2020-21 O&M costs which shall be six dollars and four cents (\$6.04) per square foot prorated to 30 days. The total amount of rent for the 30-day period shall be two thousand two hundred thirty-eight dollars and seventy-six cents (\$2,238.76) for total square footage of 10,400 feet. The rent is payable in one installment by October 31, 2021 upon invoice from Landlord and payable to the Landlord's School District Treasurer.

### 30. INVALID/SEVERABILITY

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

### 31. 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.

### 32. SPACE

The Landlord and Tenant agree the provisions of this lease, except for the square footage, square footage rate and sum of rent, will be in full force and effect. The agreed on square footage, square footage rate and sum of rent will be executed as an amendment to this agreement.

### 33. SUBCONTRACTING

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

### 34. TERM

The term of the lease is from July 6 – August 13, 2021.

### 35. 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.

36. USAGE

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

37. USAGE CHANGES

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

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

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

MONROE 2-ORLEANS BOCES (Tenant)

BY	_____	_____
	JO ANNE L. ANTONACCI	DATE
	DISTRICT SUPERINTENDENT	

GATES CHILI CENTRAL SCHOOL DISTRICT (LANDLORD)

BY	_____	_____
	CHRISTOPHER DAILEY	
	SUPERINTENDENT OF SCHOOLS	DATE

2021 REGIONAL SUMMER SCHOOL  
CLASSROOM LEASE

THIS AGREEMENT OF LEASE made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the GREECE CENTRAL SCHOOL DISTRICT, a municipal corporation with offices at 750 Maiden Lane, Rochester, NY 14615, hereinafter referred to as the “Landlord,” and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, MONROE-ORLEANS COUNTIES, hereinafter referred to as “Tenant”;

WITNESSETH:

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

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

1. ASSIGNMENT

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

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

## 2. BREACH OF ONE PROVISION

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

## 3. CHANGES, ALTERATIONS

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

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

## 4. COMPLIANCE WITH LAWS

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

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

5. CONFIDENTIALITY

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

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

6. CONFLICT OF INTEREST

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

7. CONSTRUCTION/AMENDMENTS

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

8. CONTACT PERSON

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

9. COPIES OF THE LEASE

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

#### 10. DANGEROUS CONDITION

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

#### 11. DEDUCTION OF RENT

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

#### 12. DEFAULT

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

#### 13. LANDLORD OBLIGATIONS

The Landlord further agrees to provide the following:



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

#### 14. ENTER SPACE

The Tenant agrees that the Landlord, the Landlord's agents and other representatives shall have the right to enter into and upon said space, or any part thereof, with a Tenant representative present, for the purpose of examining and using the same, performing maintenance and custodial functions or making such repairs or alterations thereon that may be necessary for the safety and preservation thereof.

15. ENTIRE LEASE

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

16. EXCLUSIVITY

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

17. GOVERNING LAW

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

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

18. HEADINGS

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

19. HEALTH AND SAFETY

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

20. INDEMNIFICATION

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

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

## 21. INDEPENDENT CONTRACTOR

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

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

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

## 22. INSURANCE

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

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

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

## 23. INTEREST

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

On site 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. LOGO

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

## 25. NON-DISCRIMINATION

BOCES does not discriminate on the basis of age, sex, race, color, national origin, disability, creed, marital status, veteran status, sexual orientation, prior criminal offense, domestic violence

victim status, or genetic status in its services, employment, programs, or activities and provides equal access to the Scouts 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 <http://www2.ed.gov/about/offices/list/ocr/qa-complaints.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.

## 26. NOTICE/SERVICE OF PROCESS

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

Name	Title
Service of Process sent to Tenant shall be to the attention of its District Clerk.	

## 27. PART Z CHEMICALS

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

## 28. PEACEFUL USE

The Tenant's use of facilities shall be limited to those areas as specified above. The Landlord further covenants that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid shall and may peacefully and quietly have, hold and enjoy the said premises for the term aforesaid, provided however, that this covenant shall not be conditioned upon the retention of title to the premises by the Landlord.

## 29. RENTAL

The Tenant shall pay as and for rent of said premises the annual 12-month rate based on a formula using Greece's total 2020-21 O&M costs which shall be five dollars and ninety-seven cents (\$5.97) per square foot prorated to 30 days. The total amount of rent for the 30-day period shall be fifteen thousand six hundred ninety-four dollars and five cents (\$15,694.05) for total square footage of 32,000 feet. The rent is payable in one installment by October 31, 2021 upon invoice from Landlord and payable to the Landlord's School District Treasurer.

### 30. INVALID/SEVERABILITY

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

### 31. 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.

### 32. SPACE

The Landlord and Tenant agree the provisions of this lease, except for the square footage, square footage rate and sum of rent, will be in full force and effect. The agreed on square footage, square footage rate and sum of rent will be executed as an amendment to this agreement.

### 33. SUBCONTRACTING

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

### 34. TERM

The term of the lease is from July 6 – August 13, 2021.

### 35. 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.

36. USAGE

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

37. USAGE CHANGES

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

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



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

MONROE 2-ORLEANS BOCES (Tenant)

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

GREECE CENTRAL SCHOOL DISTRICT (LANDLORD)

BY \_\_\_\_\_  
KATHLEEN GRAUPMAN  
SUPERINTENDENT OF SCHOOLS  
DATE \_\_\_\_\_

2021 REGIONAL SUMMER SCHOOL  
CLASSROOM LEASE

THIS AGREEMENT OF LEASE made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the HILTON CENTRAL SCHOOL DISTRICT, a municipal corporation with offices at 225 West Avenue, Hilton, NY 14468, hereinafter referred to as the “Landlord,” and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, MONROE-ORLEANS COUNTIES, hereinafter referred to as “Tenant”;

WITNESSETH:

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

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

1. ASSIGNMENT

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

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

## 2. BREACH OF ONE PROVISION

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

## 3. CHANGES, ALTERATIONS

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

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

## 4. COMPLIANCE WITH LAWS

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

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

5. CONFIDENTIALITY

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

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

6. CONFLICT OF INTEREST

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

7. CONSTRUCTION/AMENDMENTS

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

8. CONTACT PERSON

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

9. COPIES OF THE LEASE

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

#### 10. DANGEROUS CONDITION

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

#### 11. DEDUCTION OF RENT

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

#### 12. DEFAULT

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

#### 13. LANDLORD OBLIGATIONS

The Landlord further agrees to provide the following:

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

#### 14. ENTER SPACE

The Tenant agrees that the Landlord, the Landlord's agents and other representatives shall have the right to enter into and upon said space, or any part thereof, with a Tenant representative present, for the purpose of examining and using the same, performing maintenance and custodial functions or making such repairs or alterations thereon that may be necessary for the safety and preservation thereof.

15. ENTIRE LEASE

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

16. EXCLUSIVITY

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

17. GOVERNING LAW

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

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

18. HEADINGS

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

19. HEALTH AND SAFETY

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

20. INDEMNIFICATION

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

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

## 21. INDEPENDENT CONTRACTOR

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

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

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



## 22. INSURANCE

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

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

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

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

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

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

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

## 25. NON-DISCRIMINATION

BOCES does not discriminate on the basis of age, sex, race, color, national origin, disability, creed, marital status, veteran status, sexual orientation, prior criminal offense, domestic violence

victim status, or genetic status in its services, employment, programs, or activities and provides equal access to the Scouts 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 <http://www2.ed.gov/about/offices/list/ocr/qa-complaints.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.

## 26. NOTICE/SERVICE OF PROCESS

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

Name	Title
Service of Process sent to Tenant shall be to the attention of its District Clerk.	

## 27. PART Z CHEMICALS

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

## 28. PEACEFUL USE

The Tenant's use of facilities shall be limited to those areas as specified above. The Landlord further covenants that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid shall and may peacefully and quietly have, hold and enjoy the said premises for the term aforesaid, provided however, that this covenant shall not be conditioned upon the retention of title to the premises by the Landlord.

## 29. RENTAL

The Tenant shall pay as and for rent of said premises the annual 12-month rate based on a formula using Hilton's total 2020-21 O&M costs which shall be four dollars and eighteen cents (\$4.18) per square foot prorated to 30 days. The total amount of rent for the 30-day period shall be two thousand one hundred forty-five dollars and thirty-eight cents (\$2,145.38) for total square footage of 14,400 feet. The rent is payable in one installment by October 31, 2021 upon invoice from Landlord and payable to the Landlord's School District Treasurer.

### 30. INVALID/SEVERABILITY

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

### 31. 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.

### 32. SPACE

The Landlord and Tenant agree the provisions of this lease, except for the square footage, square footage rate and sum of rent, will be in full force and effect. The agreed on square footage, square footage rate and sum of rent will be executed as an amendment to this agreement.

### 33. SUBCONTRACTING

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

### 34. TERM

The term of the lease is from July 6 – August 13, 2021.

### 35. 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.

36. USAGE

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

37. USAGE CHANGES

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

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

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

MONROE 2-ORLEANS BOCES (Tenant)

BY	_____	_____
	JO ANNE L. ANTONACCI	DATE
	DISTRICT SUPERINTENDENT	

HILTON CENTRAL SCHOOL DISTRICT (LANDLORD)

BY	_____	_____
	DR. CASEY KOSIOREK	
	SUPERINTENDENT OF SCHOOLS	DATE

10. New Business

3. Resolution to Participate in Opioid and Juul litigations

## **RESOLUTION OF THE BOARD OF EDUCATION**

### **RE: PARTICIPATION IN OPIOID AND JUUL LITIGATIONS**

WHEREAS, this Board of Education is aware that since the 1990s the pharmaceutical industry has manufactured, distributed, and marketed a variety of opioid pain medications for general use in the treatment of chronic pain conditions, resulting in such medication being the most widely distributed drugs in United States history; and

WHEREAS, this Board also is aware that over the past ten (10) years Juul Labs, through its advertising, allegedly misled children to believe that their product was not harmful when in fact, e-cigarettes contained ten (10) times the amount of nicotine than a “traditional” cigarette; and

WHEREAS, the manufacture, distribution and marketing of opioid and vaping products has resulted in widespread negative consequences for the people of this nation, including addiction, overdoses, developmental disabilities in children, death and major expenditures of money; and

WHEREAS, this Board believes that the school districts of this nation, including our school district, have suffered significant damages as a result of opioid and vaping product abuses, including expenditures of public funds to address the detection and impact of these abuses on students teachers, other staff and taxpayers of this District; and

WHEREAS, a number of other school districts have filed or will be filing legal claims (i) as part of the Multi-District Litigation ("MDL") in the Northern District of Ohio, In re: National Prescription Opiate Litigation, for the purpose of pretrial proceedings, including potential settlements of claims, (ii) in the MDL in the Northern District of California against the consulting firm McKinsey & Company, In re: National prescription Opiate Consultant Litigation, and (iii) in the bankruptcy court proceedings of the defendants named in the claims in the MDLs that have filed for bankruptcy protection ("Bankruptcy Litigation") and are seeking to become class representatives in the MDLs and the Bankruptcy Litigation in an effort to be part of the proposed class seeking compensation for the impact of the opioid epidemic on school districts; and

WHEREAS, a number of other school districts have filed or will be filing legal claims in a lawsuit entitled In Re: Juul Lab, Inc. Marketing, Sales Practices and Products Liability Litigation, Case No. 19-md-02913-WHO, pending in the United States District Court for the Northern District of California, for the purpose of pretrial proceedings, including potential settlements of claims seeking compensation for the impact of the vaping epidemic on school districts;



NOW, THEREFORE, this Board hereby authorizes the following:

1. That this School District hereby elects to file claims in the MDLs In re: National Prescription Opiate Litigation and In re: National Prescription Opiate Consultant Litigation, and in the Bankruptcy Litigation and to join the class action lawsuits in order to recoup damages inflicted by the opioid epidemic; and
2. That this School District hereby elects to file claims in the *In re Juul Labs, Inc.* litigation and to join in the class action lawsuit to recoup damages inflicted by the vaping; and
3. That this Board appoints the following law firms to represent the District's interests in the Opioid Litigation:
  - a. Hughes Socol Piers Resnick & Dym, Ltd (Chicago, Illinois);
  - b. Mehri & Skalet, PLLC (Washington, D.C.);
  - c. Henrichsen Law Group, PLLC (Washington, D. C.);
  - d. Terrell Hogan Yegel. P.A. (Jacksonville, Florida);
  - e. Hodgson Russ LLP (Buffalo, New York); and
4. That this Board appoints the following law firms to represent the District's interests in the vaping litigation:
  - a. Frantz Law Group, APLC (William B. Shinoff, Esq., of counsel, San Diego, California);
  - b. Hodgson Russ LLP (Buffalo, New York); and
5. That this Board directs the Superintendent of Schools and the Administrative Staff to cooperate with the appointed attorneys to gather the necessary data and take other required actions necessary to assist the law firms in representing the foregoing interests of this District; and
6. That this District will expend no resources or funds for its participation in this litigation, other than the personnel time required to gather data necessary to participate in the litigation.

## SCHOOL DISTRICT OPIOID LITIGATION FACT SHEET

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The national opioid epidemic has dramatically increased the number of students who require special education because they were born with developmental disabilities stemming from *in utero* opioid exposure. Accordingly, widespread opioid use has caused, and continues to cause, severe financial injury to the nation's public schools by saddling them with increased special education costs. Working with our experts, we estimate that public schools nationwide have incurred and will incur an increased cost in excess of 127 billion dollars for providing these necessary supports and services to these children, as well as school-wide programs and services to address the effects of the opioid epidemic. Many school administrators are in the dark about this disturbing trend.

In response to these significant harms, a growing number of public school districts around the country have filed and are preparing to file claims in the lawsuits against the companies responsible for creating the opioid epidemic. In 2019, Chicago Public Schools ("CPS") brought a claim to recover these costs in the National Prescription Opiate Multi-District Litigation (the "MDL") proceeding in Cleveland, Ohio. CPS's complaint seeks to recover damages for CPS and asks the court to allow claims of public schools to move forward as a class action. Since then, a coalition of public school districts has grown to include districts large and small, urban, rural, and suburban, from across the nation. Schools have banded together to pursue claims in multiple courts nationwide against pharmaceutical giants and related entities for their role in ravaging the nation and leaving public schools responsible for ameliorating the harm. More recently, school districts in Kentucky and West Virginia were among the first claimants in the nation to file claims against McKinsey & Company, Inc., the global consulting firm, for its role in fueling the opioid epidemic that has devastated so many communities.

Importantly, in July 2021, this coalition of school districts secured a total of \$30.5 million to be paid into a trust for public school districts in the bankruptcy proceedings of pharmaceutical companies Purdue Pharma and Mallinckrodt. Additional school districts can play a meaningful role in the opioid litigation going forward.

### **Opioid Manufacturers and Distributors and McKinsey Promoted These Drugs for Unintended Use, Flooding the Market and Leading to a Massive and Ongoing Addiction and Overdose Crisis**

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In the 1990s, pharmaceutical companies that manufacture and distribute prescription opioids began aggressively marketing the drugs specifically to be used by chronic pain patients. They did so by lying to the public about the dangerously addictive nature of prescription opioids. Working with complicit doctors, medical boards, and powerful interest groups, their marketing helped addict the nation and sell an unprecedented number of powerfully addictive, deadly pills. One of the worst offenders was Purdue Pharma, the maker of Oxycontin. Purdue pleaded guilty in 2007 to federal criminal fraud charges based on its marketing of Oxycontin and other opioids. As part of the guilty plea, constraints were imposed on Purdue's marketing. In order to evade those constraints, Purdue retained McKinsey to devise and implement a strategy to allow the company to engage in marketing that would increase opioid sales even further. As a result of

McKinsey's efforts, sales of these dangerous drugs skyrocketed even after Purdue Pharma pled guilty.

Nationwide, fatal overdoses from prescription opioids more than doubled between 2005 and 2016. More than 218,000 people have died in the United States between 1999 and 2017 from overdoses directly tied to prescription opioids. Relatedly, the United States has seen a steep increase in cases of NAS, the diagnosis for babies going through withdrawal following prenatal opioid exposure. Prenatal opioid exposure is linked with developmental delays and other disabilities. In 2016, the rate of NAS diagnoses in the United States reached 7 cases per 1,000 births, which was more than triple the rate only 8 years earlier of 2.2 cases per 1,000 births, and the number of undiagnosed cases likely drives the rate much higher. The healthcare cost of treating NAS has also skyrocketed from approximately \$61 million in 2003 to nearly \$316 million in 2012. And so have the costs of special education and related services. As many as half of all NAS children require special education or supplemental educational services. School districts generally are aware of increasing educational needs of students with learning and behavioral disabilities, but not of the cause of those disabilities.

## **Many Public School Districts Have Not Filed Lawsuits, But They Have Also Suffered Acute Damages and Deserve Compensation**

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School districts should be compensated for the costs they have incurred – and more importantly, for those they will incur for many years to come – to address the impact of the opioid epidemic on their students, teachers and others. Public schools as a group comprise the nation's largest public employer and perform the essential function of caring for and educating most American children. While school districts have suffered significant damages because of the opioid epidemic, school districts have only recently begun to file claims against the defendants.

Generally, damages incurred by school districts fall into two major categories:

1. The costs of providing special education and other services to children born with NAS as a result of their mothers' opioid use during pregnancy.
  - A high percentage of children with NAS suffer developmental delays and/or lifelong disabilities.
  - In working with our experts, we estimate the increased costs to public schools of providing special education and other services to exceed 127 billion dollars.
2. The costs of providing healthcare, workers compensation and other services to employees and their dependents who have used opioids for off-label purposes and/or become addicted to opioids.

## **School Districts That Have Filed Suit Urge More Districts to Join the Effort**

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Lawsuits seeking redress against pharmaceutical manufacturers and distributors are pending in several courts around the country, and school districts that have joined the coalition have filed claims in the following major litigations.

### **Cleveland MDL**

Chicago Public Schools and additional public schools have filed class actions on behalf of public schools nationwide to recoup damages inflicted by the opioid epidemic that are unique to public schools. The action is pending before United States District Court Judge Dan Polster in the MDL in the Northern District of Ohio, where thousands of cases seeking to hold the pharmaceutical industry responsible for the opioid crisis are also consolidated. The public schools seek to form a national class of public schools and to negotiate a nationwide settlement for all public schools. However, there is no certainty that the court will allow the claims to proceed on a class basis, and individual districts are advised to consider filing claims to protect their rights.

A growing number of other school districts have joined the MDL litigation, including Miami-Dade County Public Schools in Florida, Rochester City School District in New York, Baltimore City Public Schools in Maryland, and over 50 other school districts in West Virginia, Illinois, Kentucky, New Hampshire, Minnesota, and Maine.

### **Related Bankruptcy Proceedings**

Two of the major opioid litigation defendants, Purdue Pharma and Mallinckrodt, have filed for bankruptcy, and accordingly, the school districts filed claims in the Purdue Pharma bankruptcy, and have also pursued claims in the bankruptcy proceedings of Mallinckrodt. In those bankruptcies, counsel for the school districts secured settlements with a combined total of \$30.5 million to be placed in a trust for public school districts promptly upon the debtors' emergence from bankruptcy. The school districts have also filed claims in the bankruptcy proceedings of Rochester Drug Cooperative, and counsel for the school districts are working diligently in that bankruptcy to secure a share of the debtor's assets for schools.

### **Claims against McKinsey in San Francisco MDL**

More recently, school districts in the coalition from West Virginia and Kentucky filed claims against McKinsey, which have been transferred, along with other lawsuits against that company, to a new MDL in the United States District Court for the Northern District of California. **School districts around the country are preparing to file complaints in this proceeding in the coming months.**

**School districts are advised to consult with counsel at their earliest opportunity about joining in the claims being filed against McKinsey.**

### **The Legal Team Representing Public Schools**

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A highly capable and experienced team of lawyers and law firms has come together to bring these claims on behalf of public schools. These law firms include:

- Hughes Socol Piers Resnick & Dym, Ltd. ([www.hsplegal.com](http://www.hsplegal.com)), civil rights/public interest and complex litigation lawyers based in Chicago
- Mehri & Skalet, PLLC (<https://findjustice.com/>), civil rights/public interest lawyers based in Washington, D.C.

- Terrell Hogan Yegelwel, PA ([www.terrellhogan.com](http://www.terrellhogan.com)), mass tort/MDL lawyers based in Florida
- Henrichsen Law Group, PLLC ([www.hslawyers.com](http://www.hslawyers.com)), mass tort/MDL lawyers based in Florida, New York City and Washington, D.C.

The law firms have the combination of public client, class action, multidistrict litigation and education law experience needed to successfully litigate this case on behalf of a nationwide class of public schools.

The law firms will advance all costs of the litigation and operate on a contingency fee basis, so **school district clients will spend nothing out of pocket**. Their only investment will be limited personnel time to work with lawyers and their experts as needed to gather available data about how the opioid epidemic has affected their schools.

School districts can join the coalition by contacting Hughes Socol Piers Resnick & Dym, Ltd., through Matthew J. Piers at [mpiers@hsplegal.com](mailto:mpiers@hsplegal.com) or (312) 580-0100, or by contacting Mehri & Skalet, PLLC through Cyrus Mehri at [cmehri@findjustice.com](mailto:cmehri@findjustice.com) or (202) 822-5100.

# SCHOOL DISTRICT V. JUUL LABS, INC

FRANTZ LAW GROUP,  
APLC

ATTORNEYS:

JAMES FRANTZ

WILLIAM SHINOFF

REGINA BAGDASARIAN

# E-CIGARETTE USE BY STUDENTS

Between 2011 and 2015, e-cigarette use among high school and middle school students increased 900%.

- Between 2017 and 2018, e-cigarette use increased 78% among high school students, from 11.7% of high school students in 2017 to 20.8% of high schoolers in 2018.
- Among middle school students, e-cigarette use increased 48% between 2017 and 2018.
- In 2018, 4.9 million middle and high school students used tobacco products, with 3.6 million of those students using e-cigarettes.
- Between 2017 and 2018, the number of youth e-cigarette users increased by 1.5 million.



## E-CIGARETTE USE BY STUDENTS

According to the Centers for Disease Control and Prevention (“CDC”) Director Robert Redfield, “The skyrocketing growth of young people’s e-cigarette use over the past year threatens to erase progress made in reducing tobacco use. It’s putting a new generation at risk for nicotine addiction.”



# NICOTINE USE EPIDEMIC CAUSED BY JUUL

A major cause of this epidemic is JUUL, Labs, Inc., the maker of the JUUL e-cigarette.

- Juul entered the e-cigarette market in 2015 and now controls over 70% of it.
- Over a million JUUL e-cigarettes were sold between 2015 and 2017.
- In 2017, JUUL generated over \$224 million in retail sales, a 621% year over year increase.
- By June 2018, sales had skyrocketed another 783%, reaching \$942.6 million.
- Juul's nicotine content is one of the highest among e-cigarettes on the market.

# NICOTINE SALTS: JUUL INNOVATION EASES CONSUMPTION OF NICOTINE

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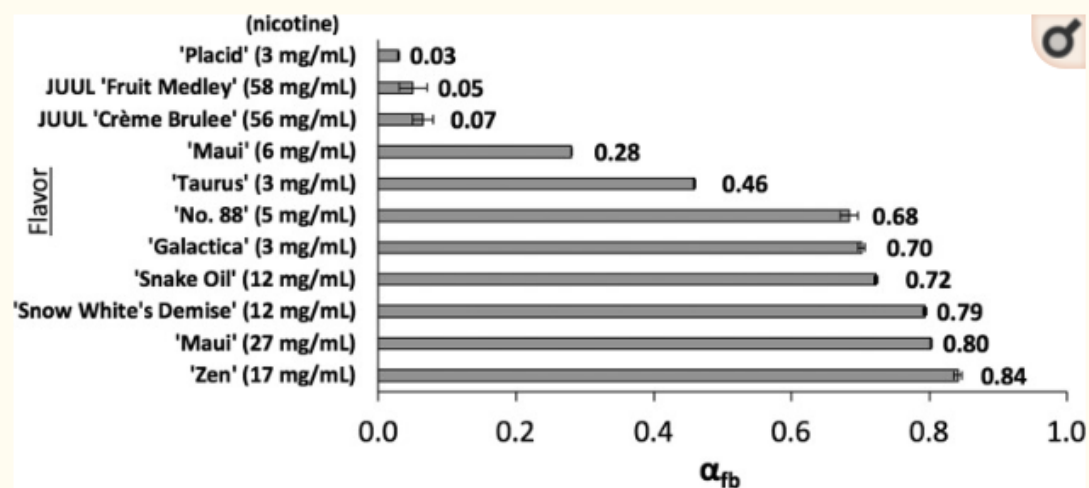


Figure 3

Free-base nicotine fraction ( $\alpha_{fb}$ ) in commercial e-liquids as an average using aromatic protons  $H_a$  and  $H_b$ . The ranges between free base values are indicated. Nicotine amounts as indicated to the right of each name were determined by NMR integrations, relative to the PG and GL resonances.

# GOVERNMENT INVESTIGATION INTO JUUL LABS, INC.

JUUL's market dominance has attracted the attention of government regulators, including the FDA.

- On **February 24, 2018**, the FDA sent a letter to JUUL expressing concerns about the popularity of its product among youth and demanding that JUUL produce documents regarding its marketing practices.
- As of **October 2019**, the FDA, the Federal Trade Commission, multiple state attorneys general, and the U.S. House of Representatives Committee on Oversight and Reform have all commenced investigations into JUUL's role in the youth vaping epidemic and whether JUUL's marketing practices purposefully targeted youth.
- On **September 9, 2019**, the FDA warned JUUL that it has violated federal law by making unauthorized representations that JUUL products are safer than cigarettes.

# TEEN NICOTINE ADDICTION CAUSED BY JUUL

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JUUL has compelled a generation of youth, who were never cigarette smokers, into nicotine addiction and put them at risk for severe lung injury and/or health harms resulting from aerosol inhalation.

# JUUL AND SCHOOL DISTRICTS

- **School Districts** are the primary entities affected by the JUUL crisis.
- Schools are on the front-line of fighting this epidemic.
- JUUL use has invaded school bathrooms—now known as “the JUUL room.”



# JUUL AND SCHOOL DISTRICTS

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- Rampant JUUL use has effectively added another category to teachers and school administrators job descriptions; many now receive special training to respond to the various problems that JUUL presents, both in and out of the classroom.
- A national survey of middle schools and high schools found that **43.3% of schools have had to implement not only an e-cigarette policy but a JUUL specific policy.**
- Participants in the survey reported multiple barriers to enforcing these policies, including the discreet appearance of the product, difficulty pinpointing the vapor or scent, and the addictive nature of the product.

# JUUL AND SCHOOL DISTRICTS

Across the United States, schools have had to divert resources and administrators have had to go to extreme lengths to respond to the ever-growing number of students using JUUL's on school grounds.

- According to the Truth Initiative:
  - More than 40 percent of all teachers and administrators reported their school uses camera surveillance near the school's restroom,
  - Almost half (46 percent) reported camera surveillance elsewhere in the school,
  - 23 percent reported using assigned teachers for restroom and surveillance.
- Schools have paid thousands of dollars to install special monitors to detect vaping, which they say is a small price to pay compared to the plumbing repairs otherwise spent as a result of students flushing vaping paraphernalia down toilets.
- Other school districts have created new positions for tobacco prevention supervisors, who get phone alerts when vape smoke is detected in bathrooms.

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# JUUL AND SCHOOL DISTRICTS



Many schools have shifted their disciplinary policies in order to effectively address the JUUL epidemic. Rather than immediately suspending students for a first offense, school districts have created anti-vaping curricula which students are required to follow in sessions held outside of normal school hours, including Saturdays.

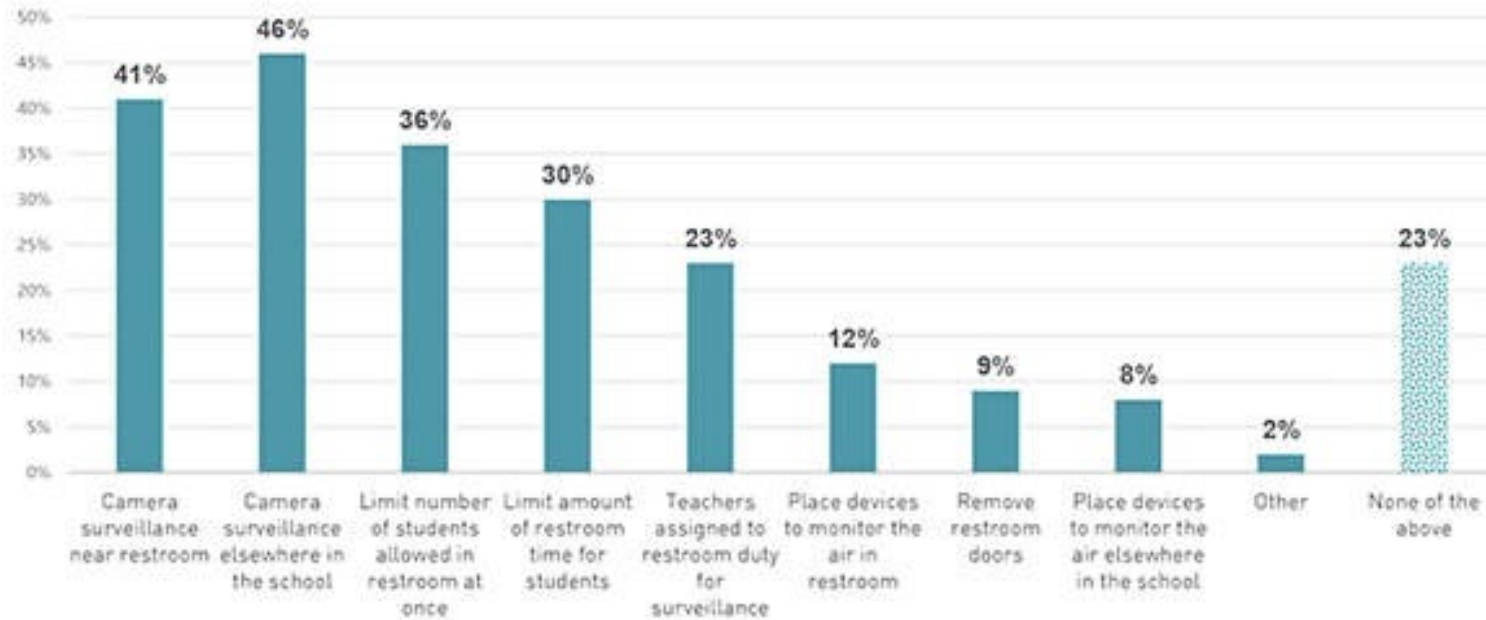


This extra work requires atypical hours early in the mornings and on weekends.



# TREATING YOUTH NICOTINE ADDICTION

## What have schools done about e-cigarettes?



# DAMAGES SUFFERED BY SCHOOL DISTRICTS AS A RESULT OF THE JUUL EPIDEMIC

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The surge of vaping disrupts the learning environment as educators have to deal with the prevention and detection of student vaping and modify school property and school operations in response to the problem.

- With respect to students who are caught vaping, administrators must expend time and resources to deal with the problem and provide supports (e.g. positive behavioral intervention.)
- Because standard smoke detectors are not sufficiently sensitive to detect vape smoke and interferes with fire alarm detectors, the District would need to retrofit its detector systems or procure vaping detectors to fully monitor and prevent in-school vaping on middle school and high school campuses.



# DAMAGES SUFFERED BY SCHOOL DISTRICTS AS A RESULT OF THE JUUL EPIDEMIC

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- The vaping epidemic hurts individual student learning.
- Vaping has led to a rise in student absence due to sickness or absenteeism.
- Vaping hurts all students in the District, not just those who do it, through less school funding from the State for school operations.
  - The vast majority of revenue the District receives is tied to daily student attendance.
  - Student absence due to vaping related issues cause a reduction in state funding for the District, which inherently results in less funding to spend on learning for all students.

# DAMAGES SUFFERED BY SCHOOL DISTRICTS AS A RESULT OF THE JUUL EPIDEMIC

Vaping hurts all students by diverting funds away from learning toward anti-vaping educational campaigns, as well as vaping prevention, and treatment.

- For example, a District would potentially have to divert services and funding away from implementing specialized programs, lowering class sizes, improving technology, enhancing curricular materials, and academic reading and math instructional intervention programs for students who are struggling academically. The District instead must put additional resources into addressing the vaping harm within the District.
- Districts will continue to incur extensive costs to orchestrate outreach regarding the risks of vaping, to enforce restrictions regarding vaping in school (for example, through vape smoke detectors), and to develop and carry out protocol associated with the collection and disposal of vaping products.
- In the absence of student vaping, these funds could have gone to the District's core activity--educating youth.



# HOW FRANTZ LAW GROUP CAN HELP

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- Filing of a lawsuit on behalf of the District to recover damages associated with dealing with this crisis.
- Litigate the matter on behalf of the District (i.e. conducting discovery, motions, trial)
- Regular updates to the administration and board on the status of the litigation.
- Recoup past and future costs to the District related to the JUUL vaping epidemic.
- Provide free educational workshops to students and parents on the harms of vaping and how to find support for students who are trying to quit vaping.

# WHY CHOOSE FRANTZ LAW GROUP, APLC

- Over 100+ years of experience litigating cases in state and federal court.
- Past experience representing School Districts in state and federal court.
- Over \$500 million recovered in verdicts and settlements.
- Integral role in recovering approximately \$2 Billion (along with other counsel) for wildfire victims against SDG&E/SEMPRA Energy\*
- Currently representing over 4,000 clients against PG&E for the 2017 and 2018 wildfires which has resulted in a tentative \$13.5 billion settlement.\*\*
- Represent 199 victims in the 2017 Las Vegas shooting which resulted in an \$800 million settlement for our clients along with other plaintiffs. \*\*\*
- Currently representing over 1000 clients against SoCal Edison in the Thomas and Woolsey Fires.
- Successfully represented (through settlement or trial) approximately **500 wrongful death matters**.
- Currently represent families in 31 individual wrongful death cases with respect to the Thomas Fire/Mudslides and the North Bay and Camp Fires.

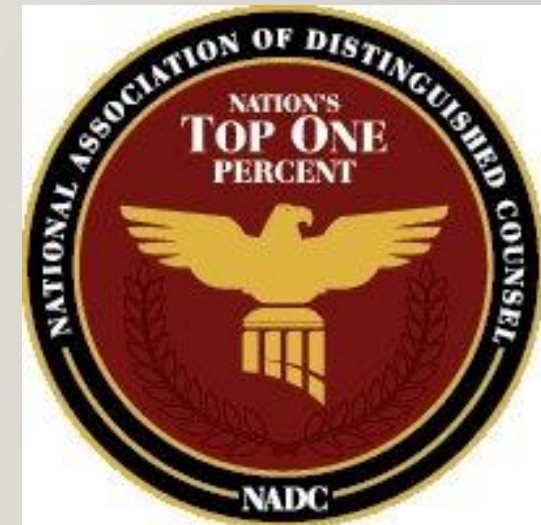
\* Results in other matters are not a guarantee or prediction of the outcome of your legal matter; Results are dependent on the facts of each case, and different facts can result in different outcomes.

\*\* Tentative settlement which awaits further review of the PG&E Plan of Reorganization by the CPUC and the Bankruptcy Court

\*\*\* The settlement is conditionally resolved subject to the satisfaction of some outstanding requirements

# AWARDS

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10. New Business

4. Resolution to Accept Donation from Crane Dental Laboratory of a 2012 Ford Focus for use in Automotive Technology Program lab



## GIFTS AND DONATIONS

### Donor Information:

Company or Individual Name: Crane Dental Laboratory

If Company, Contact Person: Justin Rapp

Address: 3515 Buffalo Road #30, Rochester, NY 14624

Phone Number: 585-730-5100

E-Mail: justin@cranedentallab.com

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

2012 Ford Focus (NYS Title attached)

Is Item(s) in Working Condition: Yes

If not, please explain:

Does have a electronic transmission issue and slight head gasket leak, also needs brakes. We have the dealer assessment from the dealer

When can BOCES 2 Staff view the item: ASAP

*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: Justin Rapp

Digitally signed by Justin Rapp  
Date: 2021.09.22 12:05:08 -04'00'

Date: 09/22/2021

-----  
*To Be Completed By BOCES 2 Staff:*

Staff Member Name: Dave Shalke Dept: CTE Phone Ext: x2215

Name of Staff Member to be notified upon Board Approval: Dave Shalke Supervisor Name and Review: \_\_\_\_\_

Proposed Use of Donated Item:

~~Car will be used in the Automotive Technology program in the lab for students to work on.~~

How will the Item Reduce Costs or Benefit the Program:

~~The program will have the car available to work on and repair with no added cost to the program.~~

Board Date: October 20, 2021

  
Cabinet Administrator Signature

9/22/21  
Date

  
District Superintendent

7/29/21  
Date

Board Action: Accept ☐

Board Action: Reject ☐

CRANE DENTAL  
LABORATORY INC  
3515 BUFFALO RD 30  
ROCHESTER NY 14624

013729

# CERTIFICATE OF TITLE

## NEW YORK STATE

dmv.ny.gov



Title and Identification No.

**1FAHP3F25CL242266**  
**1FAHP3F25CL242266**

Year

**2012**

Make

**FORD**

Model Code

**FOC**

Body/Hull

**4DSD**

Document No.

**845534K**

Color

**BL**

Wt./Sts./Lgth.

**2804**

Fuel

**GAS**

Cyl./Prop.

**4**

New or Used

**USED**

Type of Title

**VEHICLE**

Date Issued

**8/24/21**

Name and Address of Owner(s)

**CRANE DENTAL  
LABORATORY INC  
3515 BUFFALO RD 30  
ROCHESTER NY 14624**

ODOMETER READING:

**89709**

**ACTUAL MILEAGE**

**89709**

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder

Lienholder

**\* NO LIENS RECORDED \***

**\* NO LIENS RECORDED \***

Lienholder

Lienholder

**\* NO LIENS RECORDED \***

**\* NO LIENS RECORDED \***

MV-999 (1/15)

DEPARTMENT OF MOTOR VEHICLES

VOID IF ALTERED

VOID IF ALTERED

**ANY CHANGE OR ERASURE WILL VOID THIS TITLE -- ANY FALSE STATEMENT IS A MISDEMEANOR**

**SECTION I - Transfer by Owner**

**ODOMETER DISCLOSURE STATEMENT**

*Note: This vehicle cannot be registered or titled in the name of the new owner unless mileage is disclosed.*

Federal and State Law require that you state the mileage of the vehicle described on this certificate when transferring ownership. Failure to do so, or providing a false statement, may result in fines and/or imprisonment.

I certify that, to the best of my knowledge, this odometer reading (check one):

- ☐ 1. reflects the ACTUAL MILEAGE as seen on the odometer of the vehicle described on the front.  
☐ 2. EXCEEDS MECHANICAL LIMITS (odometer started over at zero)  
☐ 3. not the actual mileage. WARNING - ODOMETER DISCREPANCY.

**ODOMETER READING**

(no tenths)

ODOMETER HAS SPACE FOR: (Check one)


- ☐ Five Digits, excluding tenths  
☐ Six Digits, excluding tenths

**DAMAGE DISCLOSURE STATEMENT (To be Completed by Owner Named on Face of Title)**

I certify that, to the best of my knowledge, this vehicle ☐ has been or ☐ has not been wrecked, destroyed or damaged to such an extent that the total estimate or actual cost of parts and labor to rebuild or reconstruct the vehicle to the condition it was in before an accident, and for legal operation on the road or highways, is more than 75% of the retail value of the vehicle at the time of loss. (Checking the "has" box means that the vehicle must have an anti-theft examination before being registered and that the title issued will have the statement "Rebuilt Salvage: NY" on it.)

I or we transfer the vehicle, boat or manufactured home described on this certificate. At the time of transfer, this title is subject only to the liens or encumbrances listed on this certificate, if any. I also certify that this is the most recent title issued for this vehicle, boat or manufactured home.

*Note: Section 2113 of the Vehicle and Traffic Law requires that application for a title must be made within 30 days of transfer.*

<b>Seller</b>	Seller's Signature 		Seller's Name (Print in Full) Kevin Crane Crane Dental Lab	
	Street Address President	City	State	ZIP code
<b>Buyer</b>	Buyer's Signature		Buyer's Name (Print in Full)	
	Street Address	City	State	ZIP code

**SECTION II - Reassignment by Manufactured Home Dealer or Registered Boat Dealer or Out-of-State Dealer**

**ODOMETER DISCLOSURE STATEMENT**

*Note: This vehicle cannot be registered or titled in the name of the new owner unless mileage is disclosed.*

Federal and State Law require that you state the mileage of the vehicle described on this certificate when transferring ownership. Failure to do so, or providing a false statement, may result in fines and/or imprisonment.

I certify that, to the best of my knowledge, this odometer reading (check one):

- ☐ 1. reflects the ACTUAL MILEAGE of the vehicle described on the front.  
☐ 2. EXCEEDS MECHANICAL LIMITS (odometer started over at zero)  
☐ 3. not the actual mileage. WARNING ODOMETER DISCREPANCY.

**ODOMETER READING**

(no tenths)

ODOMETER HAS SPACE FOR: (Check one)

- ☐ Five Digits, excluding tenths  
☐ Six Digits, excluding tenths

I or we transfer the vehicle, boat or manufactured home described on this certificate. At the time of transfer, this title is subject only to the liens or encumbrances listed on this certificate, if any. I also certify that this is the most recent title issued for this vehicle, boat or manufactured home.

*Note: Section 2113 of the Vehicle and Traffic Law requires that application for a title must be made within 30 days of transfer.*

<b>Seller</b>	Seller's Signature		Seller's Name (Print in Full)	
	Street Address	City	State	ZIP code
<b>Buyer</b>	Buyer's Signature		Buyer's Name (Print in Full)	
	Street Address	City	State	ZIP code

10. New Business

5. Resolution to Accept Donation from Larry DeWolf of various building materials for student practice lessons

## GIFTS AND DONATIONS

### Donor Information:

Company or Individual Name: Larry De Wolf

If Company, Contact Person:

Address: 8 Ronnie Lane Bath Chili, NY 14514

Phone Number: 585 594 8435 E-Mail:

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

- Metal studs
- Vinyl Siding
- Plastic Conduit
- English Walnut 4x4x5, 3 pieces
- Soft Pine 1/4 Sawm four stair tread
- Birch (white)
- Hardwood cut offs

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

When can BOCES 2 Staff view the item: 9/21/21

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: Larry De Wolf

Date: 9-22-21

### To Be Completed By BOCES 2 Staff:

Staff Member Name: Pete Sharpe Dept: CTE - Wemoco Phone Ext: 2223

Name of Staff Member to be notified upon Board Approval: Shawna Kurtz Supervisor Name and Review:

Proposed Use of Donated Item:

Student practice

How will the Item Reduce Costs or Benefit the Program:

will not be purchasing siding for lessons

Board Date:

Cabinet Administrator Signature: [Signature]

Date: 9/29/2021

District Superintendent: [Signature]

Date: 10/4/21

Board Action: Accept ☐

Board Action: Reject ☐

10. New Business

6. Resolution to Accept Donation from Miller Brick of bricks and ties to be used for Skills USA “Teamworks” training



## GIFTS AND DONATIONS

### Donor Information:

Company or Individual Name: Miller Brick

If Company, Contact Person: Dave Degnan

Address: 734 Ridgeway Ave., Rochester, N.Y. 14615

Phone Number: (585) 458-7745

E-Mail: Dave@millerbrick.com

Description of item(s) to be donated; if additional space is need, please add additional page and check here:  
(100) red bricks and (20) galvanized ties.

☒ (Photo)

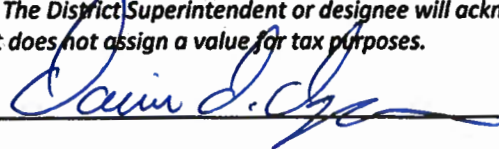
Is Item(s) in Working Condition: Yes

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 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:

9/23/21

### To Be Completed By BOCES 2 Staff:

Staff Member Name: Mark Chase

Dept: CTE

Phone Ext: 2226

Name of Staff Member to be notified upon Board Approval: Mark Chase

Supervisor Name and

Review:

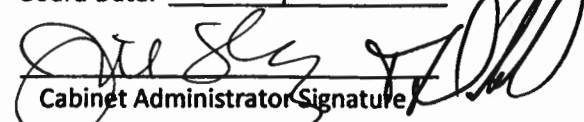
### Proposed Use of Donated Item:

The bricks and ties are to be used for training the Skills USA competitors in the "Teamworks" category.

### How will the Item Reduce Costs or Benefit the Program:

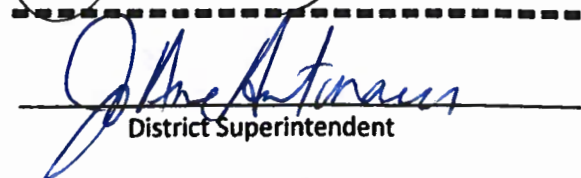
This generous donation will reduce the expenditures of the Skills USA club.

Board Date: Oct 20, 2021



Cabinet Administrator Signature

9/29/2021  
10/4/21 Date



District Superintendent

10/4/2021  
Date

Board Action: Accept ☐

Board Action: Reject ☐

11. Personnel and Staffing

1. Resolution to Approve Personnel and Staffing Agenda



12. Bids/Lease Purchases

1. Resolution to Accept Cooperative Fine Paper Bid
2. Resolution to Accept Print Shop Supplies Bid
3. Resolution to Accept Cleaning and Disinfecting Service Bid
4. Resolution to Accept Erie 1 BOCES Statewide Licensing Agreement - Add on #1

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

BID RECOMMENDATION

COOPERATIVE FINE PAPER

Bid #RFB-1969-21

The following bid was opened on September 9, 2021 at 2:00 P.M.

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

Economy Paper Co.	\$429,031.56
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W.B. Mason	\$12,633.20
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Bids obtained: 21

Bids returned: 2

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Bid ANALYSIS

The bid for Cooperative Fine Paper Supplies has been recommended for award on a line by line basis to the lowest responsive and responsible bidders that met all required specifications. The Fine Paper bid is used by CaTS print shop and all other BOCES programs for copying and classroom usage.

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Funds to be provided from the 2021-2022 All Program Budgets.

September 16, 2021  
Date

Rose Brennan  
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

PRINT SHOP SUPPLIES

Bid #RFB-1970-21

The following bid was opened on September 9, 2021 at 2:00 P.M.

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

Central Ink Corporation                      \$29,591.80

Mark Andy Print Products                      \$9,107.01

Bids obtained: 15

Bids returned: 2

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Bid Analysis

The bid for Print Shop Supplies has been recommended for award on a line by line basis to the lowest responsive and responsible bidders that met all required specifications. The Print Shop Supplies bid will be used by the print shop.

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Funds to be provided from the 2021-2022 and 2022-2023 CATS Budget.

September 16, 2021  
Date

Rose Brennan  
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**

**CLEANING DISINFECTING SERVICE**

Bid #RFB-1992-21

The following bid was opened on October 5, 2021 at 2:00 P.M.

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

Vanguard Cleaning of Upstate New York \$27,400

Bids obtained: 18

Bids returned: 1

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**BID ANALYSIS**

The bid for Cleaning Disinfecting Service has been recommended for award to the lowest responsive and responsible bidder that met all required bid specifications. The bid is used by our Operation and Maintenance Department to provide cleaning disinfecting service throughout BOCES 2.

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Funds to be provided from the 2021-22 Operation and Maintenance budget.

October 5, 2021  
Date

*Rose Brennan*  
Director of Procurement

**Memo To:** NYSITCC Members  
**From:** David Brace, Manager – Operations, Technology Services, Erie 1 BOCES  
**Date:** October 14, 2021

**Subject:** FY 2021 – 2022 Instructional Technology State Wide Licensing Agreements, Add-on #1

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 STEAM contracts are currently being negotiated by Erie 1 BOCES.

Soundtrap  
Pear Deck  
SnapWiz  
Houghton Mifflin – Math in Focus  
Tech Row – Tech Row Media  
Think Tech Solutions  
Class Hero  
Mindsets Learning  
Labster

**Please return the completed resolution to David Brace as soon as possible.**

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](mailto:mokal@e1b.org) or David Brace at (716) 821-7362, [dbrace@e1b.org](mailto: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 2021 – 2022 fiscal year, for Soundtrap, Pear Deck, SnapWiz, Houghton Mifflin, Tech Row, Think Tech Solutions, Class Hero, Mindsets Learning, Labster, and,

WHEREAS, 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,

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 October 20, 2021.

Dated \_\_\_\_\_, 2021

\_\_\_\_\_  
Board Clerk

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

#### 14. Committee Reports

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



## 15. Upcoming Meetings/Calendar Events

October 16	7:30 am	MCSBA Finance Conference (TBD)
October 18-22		Board Member Recognition Week
October 20	Noon	MCSBA Labor Relations Committee Meeting (DoubleTree)
	6:00 pm	Monroe 2-Orleans BOCES Board Meeting (ESC, PDC 1 & 2)
November 3	Noon	MCSBA Legislative Committee Meeting (DoubleTree)
	5:45 pm	MCSBA Board Leadership Meeting (DoubleTree)
November 10	Noon	MCSBA Information Exchange Committee (Shadow Lake Golf Club)
	TBD	Board Officer Meeting/Agenda Review
	4:00 pm	MCSBA Steering Committee Meeting – Zoom
November 11		Veterans' Day Holiday – BOCES CLOSED
November 17	Noon	MCSBA Labor Relations Committee
	6:00 pm	Monroe 2-Orleans BOCES Board Meeting (ESC, PDC 1 & 2)

## 16. Other Items

## 17. Executive Session

## 18. Adjournment