

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, November 18, 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) and collective negotiations pursuant to article 14 of the Civil Service Law.

BOARD MEMBERS

Dennis Laba, President

R. Charles Phillips, Vice President

John Abbott

Cindy Dawson

Kathleen Dillon

Gerald Maar

Michael May

Mark Porter

Heather Pyke

AGENDA

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Agenda Item(s) Modifications
4. Approval of Minutes: October 20, 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. 21-22 Annual Grant Summary Review
7. Audit Committee Update – Steve Roland
 1. October 20, 2021 Audit Committee Meeting Minutes
8. Board Presentation(s): CaTS, Michelle Ryan, Ray Miller, Michael Neumire
9. Old Business – Recruitment Advertisement Efforts
10. New Business
 1. Resolution to Approve 2021 Extended School Year Lease for Churchville-Chili CSD
 2. Resolution to Approve Center for Workforce Development Job Training Programs – *Medical Office Assistant, Commercial Driver's License (CDL)-Class B and Phlebotomy*
 3. Resolution to Accept Donation of 2022 Ram 2500 Truck from George Pietropaolo, Precision Properties, LLC
11. Personnel and Staffing
 1. Resolution to Approve Personnel and Staffing Agenda
 2. Resolution to approve Agreement between District Superintendent and Assistant Superintendent for Instructional Programs
 3. Resolution to approve 913 examination

12. Bids/Lease Purchases

1. Resolution to Accept Cooperative Electrical Repair, Maintenance and Installation Service Bid
2. Resolution to Accept Cooperative HVAC Repair, Maintenance and Installation Service Bid
3. Resolution to Accept Cooperative Electricity Supply bid

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

November 11		Veterans' Day Holiday – BOCES Closed
November 17	Noon	MCSBA Labor Relations Committee – (DoubleTree)
November 25-26		Thanksgiving Holiday – BOCES Closed
December 1	Noon	MCSBA Legislative Committee Meeting (DoubleTree)
	5:45 pm	MCSBA Executive Committee Meeting (DoubleTree)
December 15	3:45 – 5:15 pm	Celebrating You! Employee Recognition Event
	6:00 pm	Board Meeting (ESC, PDC 1&2)
	5:45 pm	MCSBA Board Leadership Meeting (DoubleTree)

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: October 20, 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 October 20, 2021 at 6:00 p.m. at the Richard E. Ten Haken Educational Services Center, Spencerport, New York 14559.

Members Present:

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

Staff Present:

Jo Anne Antonacci	Kelly Mutschler
Karen Brown, Esq.	Marijo Pearson
Stephen Dawe	Steve Roland
Tim Dobbertin	Dr. Michelle Ryan
Ian Hildreth	Lynda VanCoske, Esq

Guests: Tom Zuber, CPA

Mark Chase

1. Call the Meeting to Order

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

2. Pledge of Allegiance

3. Agenda Modifications – There were no agenda modifications

4. Approval of Minutes

Resolved: To Approve the Minutes of the September 15, 2021 Regular Meeting
Minutes as presented.

Moved by M. May, 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 and
Contractor’s report as presented

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

7. Board Presentation – Tom Zuber from Mengle, Metzger, Barr, CPA. reviewed our 2020-2021 audit. Mr. Zuber left the meeting at 6:08.

1. Resolved: To Accept the Audit Reports entitles Basic Financial Statement and
Management Letter for year ended June 30, 2021.

Moved by M. May; seconded by C. Dawson; passed unanimously

2. Resolved: To Accept Corrective Action Plan for the Year Ended June 30, 2021
Moved by G. Maar; seconded by J. Abbott; passed unanimously

8. Old Business – None

9. Recognition of Board Members

The board members were recognized for their time and commitment to Monroe 2-Orleans BOCES.

10. New Business

1. Tim Dobbertin delivered the final Regional Summer School Report.
2. Resolved: To Approve the 2021 Regional Summer School Leases for Brockport CSD, Gates CSD, Greece CDS, and Hilton CSD
Moved by K. Dillon, seconded by J. Abbott; passed unanimously
3. Resolved: To Approve Participation in Opioid and JUUL Litigations
Moved by J. Abbott, seconded by K. Dillon; passed unanimously
4. Resolved: To Accept Donation by Crane Dental Laboratory of a 2012 Ford Focus for use in Automotive Technology Program lab
Moved by J. Abbott, seconded by G. Maar; passed unanimously.
5. Resolved: To Accept Donation by Larry DeWolf of various building materials for student practice lessons
Moved by K. Dillon, seconded by G. Maar; passed unanimously.
6. Resolved: To Accept Donation by Miller Brick of bricks and ties to be used for Skills USA “Teamworks” Training.
Moved by G. Maar, seconded by K. Dillon; passed unanimously

11. Personnel and Staffing

1. Resolved: To Approve the Personnel and Staffing Agenda as presented
Moved by J. Abbott, seconded by K. Dillon; passed unanimously

12. Bids/Lease Purchases

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

1. Cooperative Fine Paper Bid

Economy Paper Co.	\$429,031.56
W.B. Mason	\$12,633.20
2. Print Shop Supplies Bid

Central Ink Corporation	\$29,591.80
Mark Andy Print Products	\$9,107.01

3. Cleaning and Disinfecting Service Bid
Vanguard Cleaning of Upstate New York \$27,400

4. Resolution to accept Erie 1 BOCES Statewide Licensing Agreement – Add On # 1

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

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.

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

13. Executive Officer's Report

Cindy Dawson and Heather Pyke completed new board member orientation. Cindy commented how informational the day was and Heather was impressed by the number of programs.

COVID – BOCES staff has been asked to verify vaccination status and upload proof of vaccination or opt out and be tested weekly at one of 4 rotating locations. We have had close to 100 tests conducted this week – all negative. School districts and local health department are working on returning students to schools more quickly with the use of rapid PCR machines

Staff shortages – BOCES 2 has been affected significantly. The Ridgecrest program had to go remote for five days. Administrators and other related services staff are helping out each day.

District Superintendent Antonacci attended the Holley Board of Education meeting this month.

Some events are taking place in person this year. Families, students and staff were glad to meet in person for the CTE Open House at WEMOCO this month. We will

be having our Employee Recognition Event on December 15 in person, though attendance will be limited.

Construction at the new Ridgecrest program site is progressing with anticipated occupancy in mid-December.

14. Committee Reports

1. Labor Relations Committee – J. Abbott presented; topic was federal stimulus money, staff shortages
2. Legislative Committee – K. Dillon - Planning zoom appointments with local legislators
3. Information Exchange Committee – C. Dawson attended via zoom, topic was child abuse awareness and prevention

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

16. Other Items – Gerry Maar took a moment to recognize the passing of Secretary Colin Powell and called to mind meeting him at a NSBA conference and noted his support of school boards.

17. At 6:44 p.m. a motion was made by J. Abbott to adjourn the meeting to Executive Session, to discuss employment history of a particular person(s) and collective negotiations pursuant to article 14 of the Civil Service Law, 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
Karen Brown
Timothy Dobbertin

Marijo Pearson
Michelle Ryan
Steve Roland

At 7:24 p.m. a motion was made by H. Pyke; seconded by J. Abbott to come out of executive session; passed unanimously.

18. Adjournment

At 7:24 p.m. a motion was made by J. Abbott 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. 2021-22 Annual Grant Summary Revieww

Monroe 2 - Orleans BOCES

Treasurer's Report

Period Ending September 30, 2021

	GENERAL FUND		SPECIAL AID FUND	
BEGINNING CASH ON HAND		5,797,532.09		919,007.60
RECEIPTS:				
Interest Earned	719.23		2.15	
Charges for Services	12,215,705.82		-	
Non-Contract Services	3,861.06		-	
Collected for Other Funds	-		-	
State, Federal and Local Aid	11,790,393.30		299,205.61	
Transfers from Other Funds	550,930.59		-	
Miscellaneous Funds	58,443.77		15,646.89	
TOTAL RECEIPTS	24,620,053.77	24,620,053.77	314,854.65	314,854.65
DISBURSEMENTS				
Payroll and Benefits	2,199,931.35		-	
Warrants	6,416,349.02		487,631.58	
Transfers to Other Funds	9,320.63		545,655.59	
Miscellaneous Disbursements	600,038.75		854.80	
TOTAL DISBURSEMENTS	9,225,639.75	(9,225,639.75)	1,034,141.97	(1,034,141.97)
ENDING CASH ON HAND:		21,191,946.11		199,720.28
GENERAL FUND CHECKING		12,382,303.32	SPECIAL AID CHKG - CHASE	199,720.28
GENERAL FUND SAVINGS		2,302,317.47	SPECIAL AID CHKG - M&T	-
PAYROLL CHECKING		1,607,287.55		
FLEXIBLE SPENDING CASH		17,094.53		
DENTAL ACCOUNT CASH		260,949.26		
GENERAL FUND CD		2,502,194.16		
CASH- LIABILITY RESERVE		1,179,524.49		
CASH- UNEMPLOYMENT RES		620,305.19		
CASH- CTE RESERVE		319,970.14		
		21,191,946.11		199,720.28

	MISC SPECIAL REVENUE	
BEGINNING CASH ON HAND		77,931.05
RECEIPTS:		
Interest Earned	3.02	
Component Contributions	-	
Transfers from Other funds	-	
Donations	-	
Miscellaneous Funds	-	
TOTAL RECEIPTS	3.02	3.02
DISBURSEMENTS		
Warrants	-	
Scholarships	-	
Transfers to Other Funds	5,000.00	
Miscellaneous Disbursements	-	
TOTAL DISBURSEMENTS	5,000.00	(5,000.00)
ENDING CASH ON HAND:		72,934.07
	GIFT FUND SAVINGS	72,934.07

	CAPITAL FUND	
		575,155.09
	12.46	
	600,000.00	
	9,320.63	
	-	
	-	
	609,333.09	609,333.09
	-	
	-	
	-	
	-	-
		1,184,488.18
	CAPITAL FUND CHECKING	1,184,488.18

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

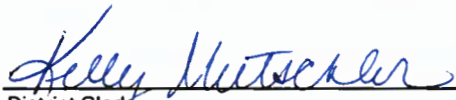
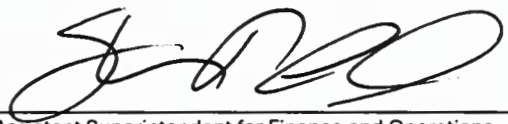
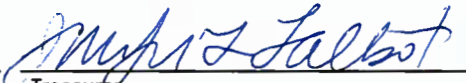
	Rochester Area School Health Plan I	Rochester Area School Health Plan II	Rochester Area School Workers' Comp Plan	Wayne Finger Lakes Workers' Comp Plan	TOTAL CUSTODIAL
BEGINNING CASH ON HAND	19,299,864.31	128,497,234.72	29,876,153.12	243,879.25	177,917,131.40
RECEIPTS:					
Interest Earned	6,446.28	1,614.71	7,356.17	-	
Contributions	1,416,989.55	19,277,151.90	25,010.25	256,120.75	
Miscellaneous Funds	2,556.40	-	-	6,727.12	
TOTAL RECEIPTS	1,425,992.23	19,278,766.61	32,366.42	262,847.87	20,999,973.13
DISBURSEMENTS					
Claims	1,479,451.57	20,715,191.33	372,828.31	182,091.31	
Admin and Other Disbursements	100,184.05	775,086.67	89,949.00	-	
TOTAL DISBURSEMENTS	1,579,635.62	21,490,278.00	462,777.31	182,091.31	(23,714,782.24)
ENDING CASH ON HAND:	19,146,220.92	126,285,723.33	29,445,742.23	324,635.81	175,202,322.29
RASHP I CHECKING	5,616,049.74				5,616,049.74
RASHP I SAVINGS / INVESTMENTS	13,530,171.18				13,530,171.18
RASHP II CHECKING		46,031,042.46			46,031,042.46
RASHP II SAVINGS / INVESTMENTS		80,254,680.87			80,254,680.87
RASWC CHECKING			4,874,704.61		4,874,704.61
RASWC SAVINGS / INVESTMENTS			24,571,037.62		24,571,037.62
WFL WC CHECKING				324,635.81	324,635.81
TOTAL CASH	19,146,220.92	126,285,723.33	29,445,742.23	324,635.81	175,202,322.29

Collateral Analysis	M&T Bank	Five Star Bank	Chase Bank
Bank Totals	62,310,364.99	93,023,123.07	42,517,922.87
<i>Collateral:</i>			
FDIC	500,000.00	250,000.00	250,000.00
Additional FDIC through CD Option	-	88,019,069.39	-
Collateral in Trust	-	-	49,000,358.90
Collateral held with Third Party	62,268,611.24	4,848,867.08	-
	<u>62,768,611.24</u>	<u>93,117,936.47</u>	<u>49,250,358.90</u>
Over / (Under) Collateralized	458,246.25	94,813.40	6,732,436.03

Treasurer's Notes:

Annual contribution made to Capital Fund for budgeted amount of \$600,000
September State Aid received. Distributed to Districts at the beginning of October.

This is to certify that I have received these balances:

 _____ District Clerk	 _____ Assistant Superintendent for Finance and Operations	 _____ Treasurer
<u>11/4/2021</u> _____ Date	<u>10/28/21</u> _____ Date	<u>10/26/21</u> _____ Date

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 10/31/2021

Fiscal Year: 2022

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
0 Administration							
100 SALARIES		1,159,495.00	0.00	1,159,495.00	406,443.52	713,884.53	39,166.95
200 EQUIPMENT		16,200.00	6,861.29	23,061.29	1,353.49	6,162.29	15,545.51
300 SUPPLIES		18,850.00	1,094.08	19,944.08	3,229.26	9,543.13	7,171.69
400 CONTRACTUAL		2,716,977.00	16,439.20	2,733,416.20	752,048.80	901,595.20	1,079,772.20
700 INTEREST ON REVENUE NOTES		8,500.00	0.00	8,500.00	0.00	0.00	8,500.00
800 EMPLOYEE BENEFITS		595,816.00	-1,500.00	594,316.00	158,272.82	263,973.45	172,069.73
899 Oth Post Retirement Benft		5,819,336.00	0.00	5,819,336.00	1,689,308.89	0.00	4,130,027.11
910 TRANSFER TO CAPITAL FUND		600,000.00	0.00	600,000.00	600,000.00	0.00	0.00
950 TRANSFER FROM O & M		67,820.00	5.00	67,825.00	5.00	0.00	67,820.00
960 TRANSFER CHARGE		264,170.00	99.00	264,269.00	99.00	0.00	264,170.00
Subtotal of 0 Administration		11,267,164.00	22,998.57	11,290,162.57	3,610,760.78	1,895,158.60	5,784,243.19
1 Career Education							
100 SALARIES		4,130,276.00	-23,700.00	4,106,576.00	789,512.14	2,904,293.43	412,770.43
200 EQUIPMENT		99,750.00	267,244.84	366,994.84	157,465.61	46,666.22	162,863.01
300 SUPPLIES		397,700.00	29,813.33	427,513.33	129,235.77	115,194.94	183,082.62
400 CONTRACTUAL		296,500.00	1,429.01	297,929.01	171,456.32	79,314.82	47,157.87
490 SCH DIST AND OTHER BOCES		22,951.12	-11,475.56	11,475.56	1,434.45	0.00	10,041.11
800 EMPLOYEE BENEFITS		2,041,694.00	-72,300.00	1,969,394.00	435,747.63	1,092,646.68	440,999.69
950 TRANSFER FROM O & M		1,343,980.00	6,898.59	1,350,878.59	6,898.59	0.00	1,343,980.00
960 TRANSFER CHARGE		601,806.00	0.00	601,806.00	0.00	0.00	601,806.00
990 TRANS CREDTS FR OTHER FUND		-6,750.00	-100.00	-6,850.00	-100.00	0.00	-6,750.00
Subtotal of 1 Career Education		8,927,907.12	197,810.21	9,125,717.33	1,691,650.51	4,238,116.09	3,195,950.73
2 Special Education							
100 SALARIES		6,329,666.00	707,986.00	7,037,652.00	1,105,702.83	4,628,804.97	1,303,144.20
200 EQUIPMENT		97,685.00	64,015.00	161,700.00	34,567.95	69,955.01	57,177.04
300 SUPPLIES		83,143.00	10,446.00	93,589.00	4,504.83	9,115.20	79,968.97
400 CONTRACTUAL		1,539,264.00	1,855,368.03	3,394,632.03	20,738.63	632,088.53	2,741,804.87
490 SCH DIST AND OTHER BOCES		6,276,190.87	-681,708.78	5,594,482.09	1,692,455.79	0.00	3,902,026.30
800 EMPLOYEE BENEFITS		3,620,013.00	186,461.66	3,806,474.66	922,215.11	2,344,076.53	540,183.02
950 TRANSFER FROM O & M		355,858.00	685.87	356,543.87	685.87	0.00	355,858.00
960 TRANSFER CHARGE		13,847,546.00	3,315.27	13,850,861.27	3,315.27	0.00	13,847,546.00
970 TR CREDTS FR SERVICE PROGR		0.00	-2,690.05	-2,690.05	-2,690.05	0.00	0.00
Subtotal of 2 Special Education		32,149,365.87	2,143,879.00	34,293,244.87	3,781,496.23	7,684,040.24	22,827,708.40
3 Itinerent Services							
100 SALARIES		11,081,289.00	-43,716.00	11,037,573.00	1,933,996.68	8,322,720.35	780,855.97
200 EQUIPMENT		107,126.00	0.00	107,126.00	5,972.30	1,963.99	99,189.71
300 SUPPLIES		46,779.00	22,761.10	69,540.10	5,631.11	7,529.68	56,379.31
400 CONTRACTUAL		739,821.00	504,352.84	1,244,173.84	23,169.52	50,830.73	1,170,173.59
490 SCH DIST AND OTHER BOCES		18,662.08	45,578.95	64,241.03	11,238.36	0.00	53,002.67

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 10/31/2021

Fiscal Year: 2022

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
800	EMPLOYEE BENEFITS	5,418,110.00	-17,044.00	5,401,066.00	1,369,830.60	3,549,856.15	481,379.25
950	TRANSFER FROM O & M	8,143.00	638.70	8,781.70	638.70	0.00	8,143.00
960	TRANSFER CHARGE	1,226,232.00	598.00	1,226,830.00	598.00	0.00	1,226,232.00
970	TR CREDTS FR SERVICE PROGR	-9,916,313.00	0.00	-9,916,313.00	0.00	0.00	-9,916,313.00
Subtotal of 3 Itinerent Services		8,729,849.08	513,169.59	9,243,018.67	3,351,075.27	11,932,900.90	-6,040,957.50
4 General Instruction							
100	SALARIES	1,728,870.00	0.00	1,728,870.00	859,894.14	669,750.11	199,225.75
200	EQUIPMENT	5,100.00	1,240.98	6,340.98	0.00	1,620.98	4,720.00
300	SUPPLIES	10,155.00	-1,283.00	8,872.00	1,731.13	1,922.14	5,218.73
400	CONTRACTUAL	1,257,024.00	141,846.82	1,398,870.82	292,879.67	149,831.63	956,159.52
490	SCH DIST AND OTHER BOCES	64,632.08	12,259.40	76,891.48	19,760.34	0.00	57,131.14
800	EMPLOYEE BENEFITS	611,438.00	0.00	611,438.00	212,247.35	248,499.84	150,690.81
950	TRANSFER FROM O & M	149,129.00	2,335.78	151,464.78	2,335.78	0.00	149,129.00
960	TRANSFER CHARGE	164,925.00	2,400.00	167,325.00	2,400.00	0.00	164,925.00
970	TR CREDTS FR SERVICE PROGR	-47,155.00	0.00	-47,155.00	0.00	0.00	-47,155.00
990	TRANS CREDTS FR OTHER FUND	-3,060.00	0.00	-3,060.00	0.00	0.00	-3,060.00
Subtotal of 4 General Instruction		3,941,058.08	158,799.98	4,099,858.06	1,391,248.41	1,071,624.70	1,636,984.95
5 Instruction Support							
100	SALARIES	5,771,294.00	-14,963.00	5,756,331.00	1,528,465.12	3,758,131.26	469,734.62
200	EQUIPMENT	3,273,696.00	1,906,122.67	5,179,818.67	1,510,596.19	852,325.09	2,816,897.39
300	SUPPLIES	702,333.00	70,652.76	772,985.76	169,615.50	129,480.19	473,890.07
400	CONTRACTUAL	4,840,208.00	623,679.57	5,463,887.57	3,017,514.59	490,795.13	1,955,577.85
490	SCH DIST AND OTHER BOCES	295,256.08	382,327.29	677,583.37	176,718.10	0.00	500,865.27
800	EMPLOYEE BENEFITS	2,679,326.00	-19,590.00	2,659,736.00	679,464.65	1,511,007.40	469,263.95
950	TRANSFER FROM O & M	659,547.00	369.00	659,916.00	369.00	0.00	659,547.00
960	TRANSFER CHARGE	1,040,001.00	0.00	1,040,001.00	0.00	0.00	1,040,001.00
970	TR CREDTS FR SERVICE PROGR	-2,594,403.00	-3,880.70	-2,598,283.70	-3,880.70	0.00	-2,594,403.00
990	TRANS CREDTS FR OTHER FUND	-84,794.00	-10,553.00	-95,347.00	-8,492.00	0.00	-86,855.00
Subtotal of 5 Instruction Support		16,582,464.08	2,934,164.59	19,516,628.67	7,070,370.45	6,741,739.07	5,704,519.15
6 Other Services							
100	SALARIES	2,280,676.00	4,100.00	2,284,776.00	749,626.81	1,411,494.89	123,654.30
200	EQUIPMENT	425,785.00	263,923.91	689,708.91	132,213.00	431,510.49	125,985.42
300	SUPPLIES	36,465.00	2,343.00	38,808.00	4,915.21	6,119.62	27,773.17
400	CONTRACTUAL	3,630,535.00	137,474.08	3,768,009.08	821,822.30	1,834,300.84	1,111,885.94
490	SCH DIST AND OTHER BOCES	7,032,583.68	-412,924.42	6,619,659.26	4,078,265.20	0.00	2,541,394.06
800	EMPLOYEE BENEFITS	1,052,168.00	820.00	1,052,988.00	284,574.69	566,657.34	201,755.97
950	TRANSFER FROM O & M	119,155.00	0.00	119,155.00	0.00	0.00	119,155.00
960	TRANSFER CHARGE	113,297.00	198.00	113,495.00	198.00	0.00	113,297.00
970	TR CREDTS FR SERVICE PROGR	-1,773,956.00	-297.00	-1,774,253.00	-297.00	0.00	-1,773,956.00
990	TRANS CREDTS FR OTHER FUND	-109,787.00	-5,128.30	-114,915.30	-5,128.30	0.00	-109,787.00

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 10/31/2021

Fiscal Year: 2022

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
Subtotal of 6 Other Services		12,806,921.68	-9,490.73	12,797,430.95	6,066,189.91	4,250,083.18	2,481,157.86
7 Undefined							
100	SALARIES	3,082,933.00	0.00	3,082,933.00	1,009,712.49	1,751,034.47	322,186.04
200	EQUIPMENT	46,500.00	5,450.00	51,950.00	11,096.41	27,310.06	13,543.53
300	SUPPLIES	218,280.00	17,304.32	235,584.32	66,591.64	80,411.87	88,580.81
400	CONTRACTUAL	1,824,116.00	-11,764.13	1,812,351.87	917,307.14	569,442.93	325,601.80
800	EMPLOYEE BENEFITS	1,437,083.00	0.00	1,437,083.00	390,193.66	796,098.07	250,791.27
950	TRANSFER FROM O & M	579,303.00	1,440.79	580,743.79	1,440.79	0.00	579,303.00
960	TRANSFER CHARGE	1,462,923.00	257.48	1,463,180.48	257.48	0.00	1,462,923.00
970	TR CREDTS FR SERVICE PROGR	-7,672,008.00	-12,373.73	-7,684,381.73	-12,373.73	0.00	-7,672,008.00
990	TRANS CREDTS FR OTHER FUND	-979,130.00	-314.73	-979,444.73	-314.73	0.00	-979,130.00
Subtotal of 7 Undefined		0.00	0.00	0.00	2,383,911.15	3,224,297.40	-5,608,208.55
Total GENERAL FUND		94,404,729.91	5,961,331.21	100,366,061.12	29,346,702.71	41,037,960.18	29,981,398.23

2021/2022 GRANTS

COSER	GRANT TITLE	Funding Source	DEPARTMENT	20/21 AMOUNT	21/22 AMOUNT	PURPOSE
293	EPE	State	Center for Workforce Development	\$474,674	\$498,819	<ul style="list-style-type: none"> - Provides employment preparatory education in literacy and training and assistance in obtaining a HSE (high school equivalency). - Education is geared towards ESL (English for Speakers of other Languages), low income & economically disadvantaged students. - State Ed reports must be filed on each student to report progress.
392	Regional Bilingual Education Resource Network - Mid-West Region	State	RBERN	\$976,210	\$1,042,946	<ul style="list-style-type: none"> - Develops and delivers professional development on instruction and assessment practices that support academic achievement for ELL's (English Language Learners). - Supports the design and enhancement of educational programs for ELL's. - Provides technical assistance and professional development on state and federal regulations policies regarding ELL's. - Offers increased access to resources and information for education of ELL's.
492	Perkins Grant	Federal	Career & Technical Education	\$156,988	\$169,577	<ul style="list-style-type: none"> - Perkins V funds are to be used for CTE program improvement, targeting areas identified in the Comprehensive Local Needs Assessment conducted last school year
805	Recovery High School	Federal	Instructional Programs	\$39,393	\$293,939	<ul style="list-style-type: none"> - To fund start up costs of the program that include funding our community partners, Rochester Regional health and ROCoverly Fitness, Inc. to provide clinical and recovery support.
809	Learning Unlimited Grant	Monroe One BOCES	Exceptional Children	N/A	\$15,000	<ul style="list-style-type: none"> - Provides individuals over the age of 18 who are still living at home with the opportunity to work on independent living skills such as; cooking, cleaning, shopping, and recreational activities.
814	Teaching in Remote Learning Environments (TRLE)	State	Curriculum, Instruction & Professional Development	\$192,930	\$64,310	<ul style="list-style-type: none"> - Sub-recipient with Monroe One and OCM BOCES. - TRLE grant designed to develop online resources and trainings for the education of ELL/ML students. - Short content area videos were created in 6 languages - specifically in Math, Science and Social Studies. - Best Practice Tip Sheets for remote/hybrid learning for ELLs/MLs were created and shared across NYS. - Five teacher/administrator trainings for ELLs/MLs and 10 turnkey trainings were completed and made available both synchronously and asynchronously.
820	School Library Systems	State	Communications & Technology Services	\$148,188	\$148,174	<ul style="list-style-type: none"> - Fosters resource sharing among academic, public and school libraries to support school librarians and school library programs. - Provides services in support of K-12 education and student achievement through quality library resources, information, and programs in accordance with NYSED approved 5 Year Plan of Service.

2021/2022 GRANTS

COSER	GRANT TITLE	Funding Source	DEPARTMENT	20/21 AMOUNT	21/22 AMOUNT	PURPOSE
830	Summer Advanced Manufacturing Experience	Monroe County Industrial Development Corporation	Career & Technical Education	N/A	\$20,000	<ul style="list-style-type: none"> - To train and prepare the workforce in this region to work in the precision machining field due to a strong upturn in business. - Students are provided with training in machine safety, print reading, machining processes, company visits, and 21st century skills.
837	NYS Regional Adult Education Network (RAEN)	State	Curriculum, Instruction & Professional Development	\$181,016	\$181,083	<ul style="list-style-type: none"> - In partnership with the New York State Education Department (NYSED) Office of Adult Career and Continuing Education Services-Adult Education Program and Policy (ACCES-AEPP), the Finger Lakes chapter of RAEN will deliver quality, research-based professional development and training, and effective communication links to State and federally-funded agencies providing adult literacy services. - The mission is to provide staff development resources to improve the skills of adult education practitioners to improve the quality of the adult education and family literacy programs funded by ACCES-AEPP. - The Finger Lakes chapter of RAEN (FL-RAEN) serves the counties of Monroe, Wayne, Seneca, Genesee, Ontario, Yates, Livingston, and Wyoming.
864	Career Ventures Through SYEP	Rochester Works	Career & Technical Education	N/A	\$89,100	<ul style="list-style-type: none"> - Serves eligible youths between the ages of 14-15 years old. - Allows exposure to various career areas. - Provides hands on experience in various areas including a personal portfolio with tools for planning future career preparation.
880	New York State Center for School Health	State	School Health Services Year (Exceptional Children)	\$600,396	\$625,478	<ul style="list-style-type: none"> - Funded by the NYSED to increase the capability of NYS health personnel in the provision of quality health care and school personnel coordinating and/or delivering health education in the provision of evidence-based health education instruction and programs, inclusive of HIV/AIDS prevention. - Center staff provides school nursing and health education leadership and direction to assist schools, communities, and professional organizations to collaborate, build, maintain and sustain results-driven partnerships to improve the health of students through our website, email subscription service, phone and email support and on-site and on-line professional education offerings.
891	Workforce Investment Opportunity Act (WIOA)	Rochester Works	Center for Workforce Development	\$120,000	\$120,000	<ul style="list-style-type: none"> - Program provides mentoring, case management and supportive services to out-of-school youth (age 16-24) and to build individual relationships with youth and meet the specific needs of each student as well as develop their own individual strengths and weaknesses. - Mentors work with students to develop self-advocacy skills, literacy skills, career exploration and job readiness skills and interview skills to support student transition. - Students are rewarded for educational attainment, job placement and retention in employment. - Mentors will provide referrals for mental health and drug placement, if necessary.

7. Audit Committee Update – Steve Roland

1. October 20, 2021 Audit Committee Meeting Minutes



**Finance
Office**

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

Audit Committee Meeting

October 20, 2021

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

Others Present: Jo Anne Antonacci, Steve Roland, Tom Zuber

Public: Mark Chase

I. External Audit

Tom Zuber (Mengel Metzger Barr & Co) presented on the results of our 20/21 School Year Audit. A handout was distributed. No material weaknesses were identified and an Unqualified Opinion was issued. Some of the financial areas discussed included the following:

- State Aid Due To Districts decreased from 19/20 because our last Capital Project has been completed
- GASB 84 resulted in some funds previously shown in the Trust & Agency Fund that are now included in the General Fund
- Encumbrances Outstanding decreased year to year due to a higher amount of 19/20 year-end technology purchases
- BOCES Reserve Balances
- \$5.1mm surplus refund for 20/21
- Special Project Fund deficit (BOCES 4 Science Enterprise Fund)
- CWD and Pre-School results for 20/21
- Total Net Position deficit due to OPEB obligation (active and retirees)

Tom also reviewed the Management Letter; there were no material weaknesses identified. GASB 87 (Lease reporting) will have an impact on our 21/22 Financial Statement reporting.

II. ICA Log

Steve reviewed that our Internal Claims Auditor (ICA) is now auditing all checks prior to them being cut (similar to the current mileage check process). In light of this change, we are looking to see if there were any proposed changes to what is included on the ICA Log; what is of value to the Board? The group agreed that exceptions that have zero-dollar value do not need to be included on the Board Report. Zero-dollar changes will continue to be tracked on the overall Report. Additionally, currently only exceptions greater than \$5 are included on the Board's Report. It was agreed to increase the threshold to \$20; exceptions less than \$20 will continue to be tracked on the overall Report.

Cc: Board

8. Board Presentation(s): CaTS, Michelle Ryan, Ray Miller, Michael Neumire

Monroe 2-Orleans BOCES

Data Privacy and Cyber Security Update

Michelle Ryan and Ray Miller

11/17/2021

Significant Cyber Challenges (Threats) Facing Districts:

1. K-12 Data Breaches and Ransomware Attacks

- Compromised Admin Accounts
- Business email compromise/Phishing
- Malware/Ransomware











2. Breach Insurance Implications and Renewal Premium Rates

Education Law 2-d

- Education Law Section 2-d and Part 121 of the Commissioner's Regulations outline requirements for educational agencies and their third-party contractors in order to protect student and annual professional performance review personally identifiable information.
- Districts need to balance the benefits of using data and the responsibility to minimize the collection of PII in order to reduce risk.

EDUCATION LAW 2-D REQUIREMENTS

REQUIREMENTS FOR EDUCATIONAL AGENCIES

 DATA PROTECTION	 PROTECTION OF PII	 NIST CYBERSECURITY FRAMEWORK	 PARENT COMPLAINT PROCEDURES
 PARENTS BILL OF RIGHTS	 THIRD-PARTY CONTRACTS	 INCIDENT REPORTING AND NOTIFICATION	
 TRANSPARENCY	 DATA SECURITY AND PRIVACY POLICY	 ANNUAL EMPLOYEE TRAINING	 DATA PROTECTION OFFICER

EDUCATION LAW 2-D REQUIREMENTS

REQUIREMENTS FOR EDUCATIONAL AGENCIES

	PROTECTION OF PII ✓		NIST CYBERSECURITY FRAMEWORK		PARENT COMPLAINT PROCEDURES ✓
	PARENTS BILL OF RIGHTS ✓		THIRD-PARTY CONTRACTS		INCIDENT REPORTING AND NOTIFICATION
	DATA SECURITY AND PRIVACY POLICY ✓		ANNUAL EMPLOYEE TRAINING		DATA PROTECTION OFFICER ✓

✓ = Initial Focus

EDUCATION LAW 2-D REQUIREMENTS

REQUIREMENTS FOR EDUCATIONAL AGENCIES

 = FY22 Focus

	 PROTECTION OF PII		 NIST CYBERSECURITY FRAMEWORK		 PARENT COMPLAINT PROCEDURES
	 PARENTS BILL OF RIGHTS		 THIRD-PARTY CONTRACTS		 INCIDENT REPORTING AND NOTIFICATION
	 DATA SECURITY AND PRIVACY POLICY		 ANNUAL EMPLOYEE TRAINING		 DATA PROTECTION OFFICER

FY22 CYBER PROGRAM FOCUS

- Employee Education / Testing (i.e. Phishing Tests)
- Incident Response – Testing and Training
- Vendor Assessment and Management Process
- IT Operational Policies and Practices

These projects will continue to be built and leveraged via the NIST Cybersecurity framework.

Questions?

9. Old Business – Recruitment/Advertisement Efforts

10. New Business

1. Resolution to Approve 2021 Extended School Year Lease for Churchville-Chili CSD

ESY LEASE FOR SPACE

THIS AGREEMENT OF LEASE made this ____ day of _____, 20__ by and between the CHURCHVILLE-CHILI CENTRAL SCHOOL DISTRICT, a municipal corporation with offices at 139 Fairbanks Road, Churchville, NY 14428, hereinafter referred to as the “Landlord,” and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, MONROE-ORLEANS COUNTIES, hereinafter referred to as “Tenant”;

WITNESSETH:

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

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

1. ASSIGNMENT

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

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

2. BREACH OF ONE PROVISION

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

3. CHANGES, ALTERATIONS

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

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

4. COMPLIANCE WITH LAWS

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

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

5. CONFIDENTIALITY

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

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

6. CONFLICT OF INTEREST

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

7. CONSTRUCTION/AMENDMENTS

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

8. CONTACT PERSON

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

9. COPIES OF THE LEASE

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

10. DANGEROUS CONDITION

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

11. DEDUCTION OF RENT

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

12. DEFAULT

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

13. LANDLORD OBLIGATIONS

The Landlord further agrees to provide the following:

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

14. ENTER SPACE

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

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

15. ENTIRE LEASE

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

16. EXCLUSIVITY

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

17. GOVERNING LAW

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

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

18. HEADINGS

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

19. HEALTH AND SAFETY

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

20. INDEMNIFICATION

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

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

21. INDEPENDENT CONTRACTOR

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

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

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

22. INSURANCE

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

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

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

23. INTEGRATION

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

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

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

24. INVALID/SEVERABILITY

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

25. LOGO

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

26. NON-DISCRIMINATION

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

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

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

27. NON-FUNDING

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

28. NOTICE/SERVICE OF PROCESS

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

29. PART Z CHEMICALS

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

30. PEACEFUL USE

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

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

31. RENTAL

The Tenant shall pay as and for rent of said premises the rate of five dollars and ninety-eight cents (\$5.98) per square foot for a total of twenty-six thousand two hundred two dollars and thirty-six cents (\$26,202.36). The rent is payable upon invoice from Landlord and payable to the Landlord's School District Treasurer.

32. SALE OF BUILDING

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

33. SPACE

The Landlord agrees to lease to Tenant the following space as identified on Attachment 1 for a total square footage of 51,591.

34. SUBCONTRACTING

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

35. TERM

The term of the lease is for 29 days from July 6, 2021 – August 13, 2021 plus an additional day each for move in/set up and move out/tear down.

36. TERMINATION

It is agreed that the Tenant may terminate this lease with a thirty (30) calendar day written notice in the event that enrollment increases or declines, non-funding by component districts or

similar occurrences cause continuation of the program to be impractical, or requests for services change resulting in an increase or decrease of enrollment.

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

37. USAGE

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

38. USAGE CHANGES

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

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

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

BOARD OF COOPERATIVE EDUCATIONAL SERVICES (Tenant)

BY _____
JO ANNE L. ANTONACCI
DISTRICT SUPERINTENDENT

_____ DATE

CHURCHVILLE-CHILI CENTRAL SCHOOL (LANDLORD)

BY _____
LORI OROLOGIO
SUPERINTENDENT OF SCHOOLS

_____ DATE

10. New Business

2. Resolution to Approve Center for Workforce Development Job Training Programs – *Medical Office Assistant, Commercial Driver's License (CDL)-Class B and Phlebotomy*

BE IT HEREBY RESOLVED THAT THE Monroe 2 Orleans Board of Cooperative Education approves the Center for Workforce Development creating and providing the following job training programs: Medical Office Assistant, Commercial Driver's License (CDL)-Class B and Phlebotomy in accordance with the New York State Education Department requirements to be eligible for EPE Funding; and

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

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

MOTION made by _____

Seconded by _____

10. New Business

3. Resolution to Accept Donation of 2022 Ram 2500 Truck from George Pietropaolo, Precision Properties, LLC

GIFTS AND DONATIONS

Donor Information:

Company or Individual Name: Precision Properties LLC
George Pietropaolo

If Company, Contact Person:

Address: 2100 Hylan Place, Rochester NY 14623

Phone Number: 585-466-2100

E-Mail: gp@winross.com

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

2022 Ram 2500 Truck

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

When can BOCES 2 Staff view the item: 11/8/2021

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: 11/8/2021

To Be Completed By BOCES 2 Staff:

Staff Member Name: Thomas Burke Dept: O&M Phone Ext: 2655

Name of Staff Member to be notified upon Board Approval: Thomas Burke Supervisor Name and Review: _____

Proposed Use of Donated Item:

SNOW REMOVAL & SALTING FOR 3625, 3635, 3555 BUFFALO ROAD CAMPUS

How will the Item Reduce Costs or Benefit the Program:

WILL REDUCE TRAVEL TIME TO BUFFALO ROAD, THIS DONATION WILL ENHANCE STUDENT AND STAFF SAFETY DURING THE WINTER SNOW REMOVAL SEASON.

Board Date: NOVEMBER 17, 2021



Cabinet Administrator Signature

11/10/21

Date



District Superintendent

11/10/2021

Date

Board Action: Accept

Board Action: Reject

11. Personnel and Staffing

1. Resolution to Approve Personnel and Staffing Agenda

11. Personnel and Staffing

2. Resolution to approve Agreement between District Superintendent and Assistant Superintendent for Instructional Programs

Resolution to approve the Agreement between the District Superintendent of the Monroe 2-Orleans BOCES and the Assistant Superintendent for Instructional Programs for the period of February 1, 2021 – June 30, 2024, as presented.

11. Personnel and Staffing
 3. Resolution to approve 913 examination

Education Law §913 Board Resolution

RESOLVED, that the Monroe 2-Orleans Board of Cooperative Educational Services hereby designates Dr. R.P. Singh, Crossbridge Office Park, 2000 Winton Road, Bldg 4-Suite 303, Rochester, New York 14618 as school medical inspector for the purpose of preparing a psychological examination pursuant to Education Law Section 913 regarding an employee's capacity to perform his/her duties. The doctor's report shall be given to the Board in executive session after the examination is complete.

BE IT FURTHER RESOLVED that the District Superintendent is delegated the authority to coordinate such examination.

12. Bids/Lease Purchases

1. Resolution to Accept Cooperative Electrical Repair, Maintenance and Installation Service Bid
2. Resolution to Accept Cooperative HVAC Repair, Maintenance and Installation Service Bid
3. Resolution to Accept Cooperative Electricity Supply bid

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

BID RECOMMENDATION

COOPERATIVE ELECTRICAL REPAIR,
MAINTENANCE AND INSTALLATION SERVICE

Bid #RFB-1995-21

The following bid was opened on November 4, 2021 at 2:00 P.M.

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

Rath Electric, Inc. \$20,762.75

Bids obtained: 10

Bids returned: 1

BID ANALYSIS

The bid for Cooperative Electrical Repair, Maintenance and Installation Service has been recommended for award to the lowest responsive and responsible bidder that met all required specifications. The bid for Cooperative Electrical Repair, Maintenance and Installation Service will be used for overflow work by the Operation and Maintenance Department.

Funds to be provided from the 2021-2022 & 2022-2023 O & M Budget.

November 5, 2021
Date



Director of Procurement

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

BID RECOMMENDATION

COOPERATIVE HVAC REPAIR,
MAINTENANCE AND INSTALLATION SERVICE

Bid #RFB-1990-21

The following bid was opened on November 4, 2021 at 2:00 P.M.

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

Wolf Mechanical Service \$48,500.00

Bids obtained: 15

Bids returned: 3

BID ANALYSIS

The bid for Cooperative HVAC Repair, Maintenance and Installation Service has been recommended for award to the lowest responsive and responsible bidder that met all required specifications. The bid for Cooperative HVAC Repair, Maintenance and Installation Service will be used for overflow work by the Operation and Maintenance Department.

Funds to be provided from the 2021-2022 & 2022-2023 O & M Budget.

November 5, 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

COOPERATIVE ELECTRICITY SUPPLY

Bid #RFB-1989-21

The following bid was opened on November 4, 2021 at 2:00 P.M.

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

New Wave Energy Corporation Actual Usage

Bids obtained 13 Bids returned 4

Bid Analysis

New Wave Energy Corporation submitted a bid meeting all specifications with the lowest adder to the variable supply cost. This method was chosen for its potential for the lowest prices and minimal risk of price escalation.

Funds to be provided from 2021-2022 & 2022-2023 Operations & Maintenance Budget.

November 8, 2021
Date

Rose Brennan
Director of Procurement

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

November 11		Veterans' Day Holiday – BOCES Closed
November 17	Noon	MCSBA Labor Relations Committee (DoubleTree)
November 25-26		Thanksgiving Holiday – BOCES Closed
December 1	Noon	MCSBA Legislative Committee Meeting (DoubleTree)
	5:45pm	MCSBA Executive Committee Meeting (DoubleTree)
December 15	3:45-5:15	Celebrating You! Employee Recognition Event
	6:00 pm	Board Meeting (ESC, PDC 1&2)
	5:45 pm	MCSBA Board Leadership Meeting (DoubleTree)

16. Other Items

17. Executive Session

18. Adjournment