

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 20, 2019 at 6:30 p.m. in the Board Room of the Richard E. Ten Haken Educational Services Center, 3599 Big Ridge Road, Spencerport, New York 14559.

BOARD MEMBERS

Dennis Laba, President

R. Charles Phillips, Vice President

John Abbott

Kathleen Dillon

John Heise

George Howard

Gerald Maar

Michael May

Constance Rockow

AGENDA

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Agenda Item(s) Modifications
4. Approval of Minutes: October 16, 2019 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. 2019-2020 Annual Grant Summary Review
7. Board Presentation: Dental Assisting (Jennifer Probst and Cindy Christensen)
8. Audit Committee Update
  1. October 16, 2019 Audit Committee Meeting Minutes
9. Old Business
  1. New York State School Boards Association Convention Debrief
10. New Business
  1. Resolution to Approve Donation of Meal for Superintendent's Conference Day
  2. Resolution to Approve Donation of Premium Body Filler
  3. Resolution to Approve Donation of \$100 from Greece Rotary Club
  4. Resolution to Approve Donation of Photo Booth
  5. Resolution to Approve Donation of Sheet Metal
  6. Resolution to Approve the Establishment of Change Fund in the Westview Exceptional Children Program for \$25.00 (Designated Person: Adam Porter)
  7. Resolution to Approve Lease Renewal for 3555 Buffalo Road (former Alternative High School building)
11. Personnel and Staffing
  1. Resolution to Approve Personnel and Staffing Agenda

12. Bids/Lease Purchases

1. Resolution to Accept Cooperative Electricity Bid

13. Executive Officer's Reports

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

14. Committee Reports

- Labor Relations Committee (J. Abbott/J. Heise)
- Legislation Committee (D. Laba/K. Dillon)
- Information Exchange Committee (R. Charles Phillips/J. Heise)

15. Upcoming Meetings/Calendar Events

- |                |  |
|----------------|--|
| November 20    | Noon MCSBA Labor Relations Committee (Double Tree)           |
| November 20    | 4pm MCSBA Information Exchange Committee (Double Tree)       |
| November 20    | 6:30pm Board Meeting (Board Room)                            |
| November 27-29 | BOCES 2 closed   |
| December 4     | Noon MCSBA Legislative Committee (Double Tree)               |
| December 4     | 5:45pm MCSBA Executive Committee (DaVinci's)                 |
| December 5     | 3:30-5pm Celebrating You! Employee Recognition (ESC, PDC)    |
| December 9     | 7am MCSBA One-Day Advocacy Trip to Albany                    |
| December 11    | Noon Board Officer Agenda Review                             |
| December 18    | 3:30pm DS Forum (CTE, A-116 conference room – main entrance) |
| December 18    | 6:30pm Board Meeting (Board Room)                            |
| December 23-31 | Recess (No school)   |
| December 24-25 | BOCES 2 closed   |
| January 1      | BOCES 2 closed   |
| January 1-3    | Recess (No school)   |

16. Other Items

17. Adjournment

1. Call the Meeting to Order

## 2. Pledge of Allegiance

### 3. Agenda Item(s) Modifications

4. Approval of Minutes: October 16, 2019 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 16, 2019 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  
Kathleen Dillon  
John Heise

George Howard  
Gerald Maar  
Michael May

Members Absent:

John Abbott

Constance Rockow

Staff Present:

Jo Anne Antonacci  
Karen Brown, Esq.  
Ginger Critchley  
Steve Dawe  
Tim Dobbertin

Mary Beth Luther  
Dr. Marijo Pearson  
Steve Roland  
Dr. Michelle Ryan  
Lynda VanCoske, Esq.

Guests:

Daniel Straub

Ray Wager, CPA

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/Items(s) Modifications  
The Agenda was modified with an addendum to 11.1 Staffing.
4. Approval of Minutes  
Resolved: To approve the September 18, 2019 Regular Meeting Minutes as presented.  
  
Moved by G. Maar, seconded by J. Heise; passed unanimously.
5. Public Interaction  
There was no public interaction.
6. Financial Reports  
M. Luther and S. Roland reported on Treasurer's Report, WINCAP Report, Internal Claims Exception Log, Quarterly Contractor Report, and Quarterly Extra Class Report.  
  
Resolved: To approve the Treasurer's and WINCAP Reports as presented.  
  
Moved by J. Heise, seconded by M. May; passed unanimously.

7. Board Presentation: 2018-19 Audit

Auditor Ray Wager presented the 2018-19 Audit. He left the meeting at 6:41 p.m.

1. Resolved: To accept the Audit Reports entitled Basic Financial Statements and Management Letter for the year ended June 30, 2019, as recommended by Jo Anne Antonacci, District Superintendent as presented.

Moved by J. Heise, seconded by C. Phillips; passed unanimously.

2. Resolved: To Accept Corrective Action Plan for the year ended June 30, 2019 as presented.

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

8. Old Business

1. Second Reading and Resolution to Approve Policy Series 3000

The board did a second reading on policy series 3000.

Resolved: To approve the Second Reading for Policy Series 3000 as presented.

Motion by J. Heise, seconded by G. Maar; passed unanimously.

2. There was a discussion on the lease renewal for 3555 Buffalo Road (former Alternative High School building).
3. District Superintendent Jo Anne Antonacci gave an update on Strategic Goals and how it works throughout the Monroe 2-Orleans BOCES organization.

9. Recognition of School Board Members

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

10. New Business

1. First Reading of Policy 5160 – Alcohol, Drugs and Other Substances (School Personnel); Policy 6110 – Comprehensive Student Attendance Policy; Policy 6220 – Alcohol Drugs and Other Substances – Students; and, Policy 6471 – Safe Public School Choice Option to Students Who Are Victims of a Violent Criminal Offense

Resolved: To waive Second Reading for Policies 5160, 6110, 6220, and 6471 as presented.

Motion by M. May, seconded by J. Heise; passed unanimously.

Resolved: To approve the Second Reading for Policies 5160, 6110, 6220, and 6471 as presented.

Motion by M. May, seconded by J. Heise; passed unanimously.

L. VanCoske left the meeting at 7:07 p.m.

2. Tim Dobbertin gave a Regional Summer School update.
3. Resolved: To approve donation of computer equipment as presented.

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

11. Personnel and Staffing

1. Resolved: To approve the Personnel and Staffing Agenda as modified by adding addendum.

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

12. Bids/Lease Purchases

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

1. Resolution to Accept Cooperative Fine Paper Bid
- |                   |              |
|-------------------|--------------|
| Economy Paper Co. | \$369,882.42 |
| W.B. Mason        | \$36,968.16  |
2. Resolution to Accept Print Shop Supplies Bid
- |                          |             |
|--------------------------|-------------|
| Central Ink Corporation  | \$27,429.80 |
| Mark Andy Print Products | \$7,250.90  |
3. Resolution to Accept Erie 1 Instructional Technology State Wide Licensing Agreements – Add on #2

WHEREAS, It is the plan of a number of BOCES districts in New York, to consent to jointly enter into an agreement for TEQ (OTIS), Dell (Advanced Learning Partnerships Firm), PowerSchool (United Talent Professional Learning System), Impero (edTeach), Net Ref, Hapara, Go Guardian (Teacher) and,

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

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

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.

4. Resolution to Accept Monroe 2-Orleans BOCES lease purchase of a Xerox copier

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

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

NOW, THEREFORE, be it resolved as follows:

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

DESCRIPTION OF EQUIPMENT  
Xerox C8055H

PURCHASE PRICE and TERMS  
Installment Purchase of \$5,887.80  
with monthly payments for 5 years  
at 0% interest.

Motion by J. Heise, seconded by G. Maar; passed unanimously.

13. Executive Officer's Report

Following along with the 2020-21 BOCES 2 theme of *Intentionality*, Career and Technical Education distributed detailed packets pertaining to their open house. The open house was well received and well attended.

At last month's District Superintendent meetings in Albany, the District Superintendents met with, and are assisting, Acting Commissioner Elizabeth Berlin in various capacities.

At the upcoming October District Superintendent meetings in Albany, District Superintendent Jo Anne Antonacci will be a presenter at the DS Boot Camp covering superintendent searches.

District Superintendent Antonacci is serving on the Graduation Task Force with State Education Department representatives.

District Superintendent Jo Anne Antonacci attended the recent Monroe One BOCES ribbon cutting opening of the Challenger Learning Center's new location inside Kodak Center at the Eastman Business Park.

District Superintendent Antonacci extended sincere congratulations to Center for Workforce Development (CWD) student Patricia Douglas on being selected as the 2019 New York Association for Continuing and Community Education Student of the Year.

The second CDL class at CWD has grown considerably in class size.

The Westview Exceptional Children and Westside Academy Opening Celebration will be held on Wednesday, November 13, 2019. Please notify Ginger Critchley if you'd like to attend.

Mrs. Dorothy Green (wife of predeceased and long-time board member James Green) passed away in early October. She was a staunch supporter of the Monroe 2-Orleans BOCES and Educational Foundation. Dorothy lived life to the fullest and will be missed.

14. Committee Reports  
Labor Relations Committee (J. Abbott/J. Heise) – The topic was Strategies for Moving Staff to High Deductible Plans.

Legislation Committee (D. Laba/K. Dillon) – There were no updates.

Information Exchange Committee (R. Charles Phillips/J. Heise) – The topic was Mental Health: Programming and Collaborations in Monroe County.

15. Upcoming Meetings/Events  
The various meetings for the upcoming month were listed on the agenda.

16. Other Items  
Board Member Kathy Dillon announced that Dennis Laba agreed to be the new co-chair for the Monroe County School Boards Association Legislation Committee.

17. Adjournment  
At 7:34 p.m., a motion was made by J. Heise to adjourn the meeting, seconded by M. May; passed unanimously.

Respectfully submitted,

Virginia M. Critchley  
Clerk of the Board

## 5. Public Interaction

6. Financial Reports
  1. Resolution to Accept Treasurer's Report
  2. Resolution to Accept WinCap Report
  3. Internal Claims Exception Log
  4. 2019-2020 Annual Grant Summary Review

**Monroe #2-Orleans BOCES**

**Treasurer's Report**

**Period Ending September 30, 2019**

<u>GENERAL FUND</u>		<u>MONTHLY</u>	
<b>CASH</b>	<b>BEGINNING BALANCE:</b>	4,357,811.19	<u><b>4,357,811.19</b></u>
<b>RECEIPTS:</b>	CHARGES FOR SERVICES	7,202,668.39	
	NON-CONTRACT CHARGES	336,579.83	
	INTEREST EARNED	1,540.11	
	TRANSFERS FROM SPECIAL AID	0.00	
	TRANSFERS FROM TRUST AND AGENCY	0.00	
	TRANSFERS FROM UNEMPLOYMENT	0.00	
	STATE AID DUE DISTRICTS	12,679,816.45	
	MISCELLANEOUS RECEIPTS	492,006.19	
	<b>TOTAL RECEIPTS:</b>	20,712,610.97	<u><b>20,712,610.97</b></u>
<b>DISBURSEMENTS:</b>	PAYROLL	3,432,863.49	
	WARRANTS	3,319,740.31	
	TRANSFERS TO:		
	- Special Aid	0.00	
	- Trust & Agency	3,550,085.64	
	- Unemployment Reserve	0.00	
	- Capital	0.00	
	RAN PAYMENT	0.00	
	MISCELLANEOUS DISBURSEMENTS	0.00	
	<b>TOTAL DISBURSEMENT:</b>	10,302,689.44	<u><b>(10,302,689.44)</b></u>
	GENERAL FUND CHECKING	10,630,781.57	
	GENERAL FUND SAVINGS	4,136,951.15	
<b>CASH</b>	<b>ENDING BALANCE:</b>	14,767,732.72	<u><b>14,767,732.72</b></u>

**Monroe #2-Orleans BOCES**

**Treasurer's Report**

Period Ending September 30, 2019

<b><u>SPECIAL AID FUND</u></b>		<b><u>MONTHLY</u></b>	
<b>CASH</b>	<b>BEGINNING BALANCE:</b>	1,722,841.33	<u>1,722,841.33</u>
<b>RECEIPTS:</b>	INTEREST EARNED	147.07	
	TRANSFER FROM GENERAL	0.00	
	TRANSFER FROM TRUST AND AGENCY	0.00	
	STATE, FEDERAL & LOCAL SOURCES	0.00	
	MISCELLANEOUS RECEIPTS	409,714.75	
	<b>TOTAL RECEIPTS:</b>	409,861.82	<u>409,861.82</u>
<b>DISBURSEMENTS:</b>	WARRANTS	63,747.40	
	TRANSFER TO TRUST & AGENCY	0.00	
	TRANSFER TO GENERAL	0.00	
	MISCELLANEOUS DISBURSEMENTS	1,626.73	
	<b>TOTAL DISBURSEMENTS:</b>	65,374.13	<u>(65,374.13)</u>
<b>CASH</b>	<b>ENDING BALANCE:</b>	2,067,329.02	<u>2,067,329.02</u>

<b><u>RISK RETENTION FUND</u></b>		<b><u>MONTHLY</u></b>	
<b>CASH</b>	<b>BEGINNING BALANCE:</b>	1,568,419.74	<u>1,568,419.74</u>
<b>RECEIPTS:</b>	INTEREST EARNED	1,139.23	
	TRANSFER FROM GENERAL	0.00	
	MISCELLANEOUS RECEIPTS	0.00	
	<b>TOTAL RECEIPTS:</b>	1,139.23	<u>1,139.23</u>
<b>DISBURSEMENTS:</b>	WARRANTS	0.00	
	CD-INVESTMENTS	0.00	
	TRANSFER TO GENERAL	0.00	
	TRANSFER TO TRUST & AGENCY	0.00	
	<b>TOTAL DISBURSEMENTS:</b>	0.00	<u>0.00</u>
	CASH- LIABILITY RESERVE	19,268.44	
	CASH- UNEMPLOYMENT RESERVE	268,799.96	
	CD-LIABILITY RESERVE	1,155,361.99	
	CD-UNEMPLOYMENT RESERVE	126,128.58	
<b>CASH</b>	<b>ENDING BALANCE:</b>	1,569,558.97	<u>1,569,558.97</u>

**Monroe #2-Orleans BOCES**

**Treasurer's Report**

Period Ending September 30, 2019

<b>TRUST AND AGENCY FUND</b>		<b>MONTHLY</b>	
<b>CASH</b>	<b>BEGINNING BALANCE:</b>	131,828,872.88	<u><b>131,828,872.88</b></u>
<b>RECEIPTS:</b>	INTEREST EARNED	152,291.05	
	PAYROLL	2,205,652.03	
	TRANSFER FROM GENERAL	3,550,085.64	
	TRANSFER FROM SPECIAL AID	0.00	
	RASHP I	440,027.51	
	RASHP II	27,454,613.78	
	MISCELLANEOUS RECEIPTS	1,964,863.63	
	<b>TOTAL RECEIPTS:</b>	35,767,533.64	<u><b>35,767,533.64</b></u>
<b>DISBURSEMENTS:</b>	WARRANTS	4,842,309.19	
	PAYROLL	2,204,885.66	
	RASHP I	1,396,118.48	
	RASHP II	24,807,389.69	
	TRANSFER TO GENERAL FUND	0.00	
	TRANSFER TO SPECIAL AID	0.00	
	MISCELLANEOUS DISBURSEMENTS	934,210.89	
	<b>TOTAL DISBURSEMENTS:</b>	34,184,913.91	<u><b>(34,184,913.91)</b></u>
	CASH-CHECKING	1,223,625.03	
	CASH-PAYROLL	17,799.98	
	CASH-RASWC	5,046,464.72	
	CASH-WC WFL	214,289.40	
	CASH-FSA	25,215.83	
	CASH-RASHP I	3,265,859.20	
	CASH-RASHP II	51,265,940.87	
	CASH-SELF FUNDED DENTAL	384,376.92	
	CASH-STUDENT ACCIDENT	3,887.79	
	CASH-GIFT FUNDS	92,027.05	
	CASH-EDUCATIONAL TRUST FUND	0.00	
	CASH-JOHN T. KLOCK SCHOLARSHIP	6,275.60	
	MONEY MARKET - RASHP II	38,038,664.78	
	MONEY MARKET - RASHP II - M&T	459,364.08	
	CERTIFICATE OF DEPOSIT-RASWC	18,407,735.99	
	CERTIFICATE OF DEPOSIT/SAVINGS - RASHP	14,959,965.37	
	CERTIFICATE OF DEPOSIT - RASHP II	0.00	
<b>CASH</b>	<b>ENDING BALANCE:</b>	133,411,492.61	<u><b>133,411,492.61</b></u>

**Monroe #2-Orleans BOCES**

**Treasurer's Report**

Period Ending September 30, 2019

<u>CAPITAL FUND</u>		<u>MONTHLY</u>	
<b>CASH</b>	<b>BEGINNING BALANCE</b>	3,351,614.93	<b><u>3,351,614.93</u></b>
<b>RECEIPTS:</b>	INTEREST EARNED	678.46	
	TRANSFER FROM GENERAL	0.00	
	COMPONENT REVENUE	0.00	
	MISCELLANEOUS REVENUE	0.00	
	<b>TOTAL RECEIPTS</b>	678.46	<b><u>678.46</u></b>
<b>DISBURSEMENTS:</b>	WARRANTS	0.00	
	MISCELLANEOUS DISBURSEMENTS	0.00	
	TRANSFER TO:		
	- General Fund	0.00	
	- Equipment Reserve	0.00	
	<b>TOTAL DISBURSEMENTS</b>	0.00	<b><u>0.00</u></b>
	CAPITAL FUND CHECKING	2,453,492.83	
	CAPITAL FUND SAVINGS	108,775.28	
	CAPITAL FUND CTE EQUIPMENT RESERVE	790,025.28	
<b>CASH</b>	<b>ENDING BALANCE:</b>	3,352,293.39	<b><u>3,352,293.39</u></b>

**MONROE 2 - ORLEANS BOCES**

Budget Status Report As Of: 10/31/2019

Fiscal Year: 2020

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
<b>0 Administration</b>							
100 SALARIES		1,129,424.00	16,834.00	1,146,258.00	401,127.91	660,092.28	85,037.81
200 EQUIPMENT		15,500.00	53,441.00	68,941.00	43,681.14	11,300.00	13,959.86
300 SUPPLIES		19,550.00	-294.10	19,255.90	2,540.89	8,540.29	8,174.72
400 CONTRACTUAL		2,575,945.00	17,947.38	2,593,892.38	864,532.14	981,958.84	747,401.40
700 INTEREST ON REVENUE NOTES		13,568.00	-12,000.00	1,568.00	0.00	0.00	1,568.00
800 EMPLOYEE BENEFITS		563,799.00	-17,000.00	546,799.00	86,046.17	103,673.30	357,079.53
899 Oth Post Retirement Benft		5,358,539.00	0.00	5,358,539.00	2,500.00	0.00	5,356,039.00
910 TRANSFER TO CAPITAL FUND		400,000.00	0.00	400,000.00	0.00	0.00	400,000.00
950 TRANSFER FROM O & M		65,575.00	0.00	65,575.00	0.00	0.00	65,575.00
960 TRANSFER CHARGE		251,491.00	644.10	252,135.10	644.10	0.00	251,491.00
<b>Subtotal of 0 Administration</b>		<b>10,393,391.00</b>	<b>59,572.38</b>	<b>10,452,963.38</b>	<b>1,401,072.35</b>	<b>1,765,564.71</b>	<b>7,286,326.32</b>
<b>1 Career Education</b>							
100 SALARIES		3,750,006.00	-60,000.00	3,690,006.00	747,316.99	2,746,477.85	196,211.16
200 EQUIPMENT		25,000.00	126,953.33	151,953.33	120,753.25	0.00	31,200.08
300 SUPPLIES		368,250.00	-41,112.66	327,137.34	133,355.77	105,739.63	88,041.94
400 CONTRACTUAL		232,000.00	37,608.19	269,608.19	83,704.60	81,071.17	104,832.42
490 SCH DIST AND OTHER BOCES		20,308.00	-20,308.00	0.00	0.00	0.00	0.00
800 EMPLOYEE BENEFITS		1,725,745.00	-28,945.00	1,696,800.00	126,976.99	513,561.12	1,056,261.89
950 TRANSFER FROM O & M		1,255,696.00	0.00	1,255,696.00	0.00	0.00	1,255,696.00
960 TRANSFER CHARGE		543,079.00	1,984.41	545,063.41	1,984.41	0.00	543,079.00
970 TR CREDTS FR SERVICE PROGR		-88,945.00	88,438.03	-506.97	-506.97	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-4,000.00	0.00	-4,000.00	0.00	0.00	-4,000.00
<b>Subtotal of 1 Career Education</b>		<b>7,827,139.00</b>	<b>104,618.30</b>	<b>7,931,757.30</b>	<b>1,213,585.04</b>	<b>3,446,849.77</b>	<b>3,271,322.49</b>
<b>2 Special Education</b>							
100 SALARIES		6,888,103.00	57,522.00	6,945,625.00	1,220,169.94	5,153,655.24	571,799.82
200 EQUIPMENT		33,314.00	101,080.23	134,394.23	77,373.00	15,394.62	41,626.61
300 SUPPLIES		62,231.00	1,850.00	64,081.00	14,448.76	11,914.17	37,718.07
400 CONTRACTUAL		1,281,383.00	-15,271.52	1,266,111.48	642,833.64	941,604.80	-318,326.96
490 SCH DIST AND OTHER BOCES		6,142,374.79	423,131.00	6,565,505.79	656,550.60	0.00	5,908,955.19
800 EMPLOYEE BENEFITS		3,996,368.00	-40,645.00	3,955,723.00	204,453.78	835,567.16	2,915,702.06
950 TRANSFER FROM O & M		325,417.00	0.00	325,417.00	0.00	0.00	325,417.00
960 TRANSFER CHARGE		15,414,614.25	-84,093.21	15,330,521.04	2,611.79	0.00	15,327,909.25
970 TR CREDTS FR SERVICE PROGR		0.00	-2,774.17	-2,774.17	-199.77	0.00	-2,574.40
<b>Subtotal of 2 Special Education</b>		<b>34,143,805.04</b>	<b>440,799.33</b>	<b>34,584,604.37</b>	<b>2,818,241.74</b>	<b>6,958,135.99</b>	<b>24,808,226.64</b>
<b>3 Itinerent Services</b>							
100 SALARIES		13,204,963.00	-54.00	13,204,909.00	2,100,483.31	9,714,699.34	1,389,726.35
200 EQUIPMENT		222,825.00	-1,300.00	221,525.00	56,305.80	29,945.19	135,274.01
300 SUPPLIES		40,896.00	1,196.00	42,092.00	4,457.82	11,215.67	26,418.51
400 CONTRACTUAL		451,478.03	-28,734.10	422,743.93	38,742.05	110,589.57	273,412.31

# MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 10/31/2019

Fiscal Year: 2020

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
490 SCH DIST AND OTHER BOCES		152,834.77	-6,155.41	146,679.36	14,667.93	0.00	132,011.43
800 EMPLOYEE BENEFITS		7,419,683.00	-75,000.00	7,344,683.00	347,766.78	1,708,514.99	5,288,401.23
950 TRANSFER FROM O & M		7,848.00	0.00	7,848.00	0.00	0.00	7,848.00
960 TRANSFER CHARGE		1,221,517.00	1,310.10	1,222,827.10	1,310.10	0.00	1,221,517.00
970 TR CREDTS FR SERVICE PROGR		-11,481,347.59	0.00	-11,481,347.59	0.00	0.00	-11,481,347.59
<b>Subtotal of 3 Itinerent Services</b>		<b>11,240,697.21</b>	<b>-108,737.41</b>	<b>11,131,959.80</b>	<b>2,563,733.79</b>	<b>11,574,964.76</b>	<b>-3,006,738.75</b>
<b>4 General Instruction</b>							
100 SALARIES		1,809,703.00	42,908.00	1,852,611.00	964,416.03	751,367.67	136,827.30
200 EQUIPMENT		7,145.00	35,678.85	42,823.85	35,897.42	0.00	6,926.43
300 SUPPLIES		14,236.00	4,444.00	18,680.00	7,782.30	3,112.65	7,785.05
400 CONTRACTUAL		654,824.00	-1,249.50	653,574.50	724,575.40	111,431.69	-182,432.59
490 SCH DIST AND OTHER BOCES		65,798.63	-15,010.00	50,788.63	11,241.73	0.00	39,546.90
800 EMPLOYEE BENEFITS		631,127.00	-25,103.00	606,024.00	154,200.87	121,659.79	330,163.34
950 TRANSFER FROM O & M		103,027.00	4.00	103,031.00	0.00	0.00	103,031.00
960 TRANSFER CHARGE		178,079.90	446.90	178,526.80	112.50	0.00	178,414.30
970 TR CREDTS FR SERVICE PROGR		-15,740.00	0.00	-15,740.00	0.00	0.00	-15,740.00
990 TRANS CREDTS FR OTHER FUND		-1,980.00	0.00	-1,980.00	0.00	0.00	-1,980.00
<b>Subtotal of 4 General Instruction</b>		<b>3,446,220.53</b>	<b>42,119.25</b>	<b>3,488,339.78</b>	<b>1,898,226.25</b>	<b>987,571.80</b>	<b>602,541.73</b>
<b>5 Instruction Support</b>							
100 SALARIES		5,831,728.00	16,593.00	5,848,321.00	1,677,981.49	3,979,165.30	191,174.21
200 EQUIPMENT		2,994,845.00	2,537,434.60	5,532,279.60	2,607,667.98	348,630.04	2,575,981.58
300 SUPPLIES		568,874.00	199,950.95	768,824.95	384,535.84	180,626.38	203,662.73
400 CONTRACTUAL		4,183,803.00	685,184.83	4,868,987.83	2,595,311.97	763,277.08	1,510,398.78
490 SCH DIST AND OTHER BOCES		228,831.69	175,583.57	404,415.26	67,074.30	0.00	337,340.96
800 EMPLOYEE BENEFITS		2,793,638.00	0.00	2,793,638.00	267,153.12	717,037.25	1,809,447.63
950 TRANSFER FROM O & M		629,385.00	0.00	629,385.00	0.00	0.00	629,385.00
960 TRANSFER CHARGE		1,024,870.44	158,860.64	1,183,731.08	158,860.64	0.00	1,024,870.44
970 TR CREDTS FR SERVICE PROGR		-2,347,267.00	-167,851.12	-2,515,118.12	-167,851.12	0.00	-2,347,267.00
990 TRANS CREDTS FR OTHER FUND		-76,185.00	-1,366.45	-77,551.45	-1,366.45	0.00	-76,185.00
<b>Subtotal of 5 Instruction Support</b>		<b>15,832,523.13</b>	<b>3,604,390.02</b>	<b>19,436,913.15</b>	<b>7,589,367.77</b>	<b>5,988,736.05</b>	<b>5,858,809.33</b>
<b>6 Other Services</b>							
100 SALARIES		2,232,599.00	0.00	2,232,599.00	751,118.04	1,422,131.15	59,349.81
200 EQUIPMENT		455,195.00	438,817.85	894,012.85	485,665.79	65,690.45	342,656.61
300 SUPPLIES		36,000.00	7,586.00	43,586.00	9,060.03	5,917.86	28,608.11
400 CONTRACTUAL		3,320,372.00	174,966.93	3,495,338.93	944,012.60	2,029,408.12	521,918.21
490 SCH DIST AND OTHER BOCES		5,575,370.47	-381,678.04	5,193,692.43	566,751.54	0.00	4,626,940.89
800 EMPLOYEE BENEFITS		1,017,436.00	0.00	1,017,436.00	118,446.77	247,989.01	651,000.22
950 TRANSFER FROM O & M		111,435.00	0.00	111,435.00	0.00	0.00	111,435.00
960 TRANSFER CHARGE		94,765.00	1,483.08	96,248.08	1,483.08	0.00	94,765.00
970 TR CREDTS FR SERVICE PROGR		-1,652,342.00	-480.00	-1,652,822.00	-480.00	0.00	-1,652,342.00

# MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 10/31/2019

Fiscal Year: 2020

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
	990 TRANS CREDTS FR OTHER FUND	-105,886.00	0.00	-105,886.00	0.00	0.00	-105,886.00
	<b>Subtotal of 6 Other Services</b>	<b>11,084,944.47</b>	<b>240,695.82</b>	<b>11,325,640.29</b>	<b>2,876,057.85</b>	<b>3,771,136.59</b>	<b>4,678,445.85</b>
	<b>7 Undefined</b>						
	100 SALARIES	3,086,796.00	-24,000.00	3,062,796.00	1,073,156.56	1,833,311.06	156,328.38
	200 EQUIPMENT	28,500.00	19,000.00	47,500.00	5,210.16	13,055.71	29,234.13
	300 SUPPLIES	188,450.00	17,558.60	206,008.60	81,009.82	64,643.14	60,355.64
	400 CONTRACTUAL	1,811,861.00	6,751.16	1,818,612.16	927,022.91	549,944.49	341,644.76
	800 EMPLOYEE BENEFITS	1,540,215.00	0.00	1,540,215.00	165,936.69	323,192.93	1,051,085.38
	950 TRANSFER FROM O & M	441,160.00	0.00	441,160.00	0.00	0.00	441,160.00
	960 TRANSFER CHARGE	1,318,469.00	2,031.24	1,320,500.24	2,031.24	0.00	1,318,469.00
	970 TR CREDTS FR SERVICE PROGR	-7,400,787.00	-4.00	-7,400,791.00	0.00	0.00	-7,400,791.00
	990 TRANS CREDTS FR OTHER FUND	-1,014,664.00	4.00	-1,014,660.00	0.00	0.00	-1,014,660.00
	<b>Subtotal of 7 Undefined</b>	<b>0.00</b>	<b>21,341.00</b>	<b>21,341.00</b>	<b>2,254,367.38</b>	<b>2,784,147.33</b>	<b>-5,017,173.71</b>
	<b>Total GENERAL FUND</b>	<b>93,968,720.38</b>	<b>4,404,798.69</b>	<b>98,373,519.07</b>	<b>22,614,652.17</b>	<b>37,277,107.00</b>	<b>38,481,759.90</b>

7. Board Presentation: Dental Assisting (Jennifer Probst and Cindy Christensen)

8. Audit Committee Update
  1. October 16, 2019 Audit Committee Meeting Minutes

9. Old Business

1. New York State School Boards Association Convention Debrief

10. New Business

1. Resolution to Approve Donation of Meal for Superintendent's Conference Day

10. New Business

2. Resolution to Approve Donation of Premium Body Filler

10. New Business

3. Resolution to Approve Donation of \$100 from Greece Rotary Club

- 10. New Business
  - 4. Resolution to Approve Donation of Photo Booth

10. New Business

5. Resolution to Approve Donation of Sheet Metal

10. New Business

6. Resolution to Approve the Establishment of Change Fund in the Westview Exceptional Children Program for \$25.00 (Designated Person: Adam Porter)

10. New Business

7. Resolution to Approve Lease Renewal for 3555 Buffalo Road (former Alternative High School building)

## **LEASE**

THIS AGREEMENT OF LEASE made the \_\_\_\_ day of \_\_\_\_\_ 2019, by and between:

**Golden Oval International**

3118 Willowstone Drive

Duluth, GA 30096

hereinafter referred to as the "Landlord", and

**Board of Cooperative Educational Services**

Monroe 2 - Orleans BOCES

3599 Big Ridge Road

Spencerport, New York 14559

hereinafter referred to as the "Tenant"

### **WITNESSETH:**

The Landlord owns a building at 3555 Buffalo Road, Suite I, Rochester, New York 14624 and the Tenant is desirous of leasing certain space for use by the Tenant, for the purposes of general office and office related, education related and reemployment purposes;

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 lands with the appurtenances and privileges herein described upon the following terms and conditions:

1. The premises hereby leased is a facility located at 3555 Buffalo Road, Suite I, Rochester, New York 14624 consisting of a total of Eleven Thousand Eight Hundred Twenty (11,820) square feet of office and classroom space.

2. The Tenant shall pay as and for rent of said premises the following:

Rent payments are due monthly and shall commence as of the 1<sup>st</sup> day of July, 2019. Accrued rent for the months of July through November of 2019 shall be payable upon the execution of this lease. Thereafter, rent shall be payable on the 1<sup>st</sup> day of each month in the sum of FIVE THOUSAND NINE HUNDRED TEN DOLLARS (\$5,910.00) for a total annual rent payment of SEVENTY THOUSAND NINE HUNDRED TWENTY DOLLARS (\$70,920.00). The amount due and payable upon the signing of this lease shall be TWENTY NINE THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$29,550.00).

3. The term of this lease shall be for ten (10) years commencing as of the 1<sup>st</sup> day of July, 2019. Notwithstanding anything to the contrary contained in the foregoing, it is also agreed that Tenant may terminate this Lease upon one hundred twenty (120) days written notice to Landlord in the event that: (i) in enrollment of the Tenant's school on the Premises substantially increases or decreases; (ii) Tenant experiences a substantial change in its needs with respect to the Premises; Tenant or the community which it serves experiences any changes that substantially affect their needs; (iii) non-funding by governmental agencies or similar occurrences cause continuation of the BOCES program to be impacted. Tenant hereby agrees to provide written notice of the foregoing to Landlord as soon as is reasonably practical.

4. Landlord and Tenant recognize that certain capital expenditures will be required, including the replacement of two (2) furnaces and the replacement of roof shingles with a new thirty (30) year guaranty architectural shingle roofing and the resealing and striping of the parking lot. Landlord shall be responsible for arranging for this work to be completed and Tenant shall reimburse Landlord for thirty (30%) percent of the costs of these improvements. All such work shall be completed in a timely manner. Landlord agrees to have the replacement of two (2) furnaces and the resealing and striping of the parking lot completed by

September 1, 2020 with the replacement of roof shingles with a new thirty (30) year guaranty architectural shingle roofing completed on an as needed basis but in no event later than by September 1, 2025.

5. The Tenant shall be responsible to pay for metered utilities including water, gas, fuel oil and electricity.

6. 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, parking lots and off roofs. If the premises 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 gross negligence.

7. The Tenant agrees to provide general liability insurance, \$3,000,000 for the general aggregate and \$1,000,000 for each occurrence, for any damage or injury resulting from the negligence of the Tenant, its employees or student body, and shall name Landlord as additional insured. The Landlord shall maintain insurance covering its own liability, \$3,000,000 for the general aggregate and \$1,000,000 for each occurrence, for any damage or injury, regarding the Lease and shall provide all other types of insurance including but not limited to fire insurance. Both parties will provide a certificate of insurance upon request of the other party.

8. The Tenant shall not assign this agreement or underlet or underlease the premises, or any part thereof, or make any alterations on the premises, without the Landlord's consent in writing; or occupy, or permit or suffer the same to be occupied for any business other than that specified above.

9. The Tenant shall take good care of the premises including the grounds and buildings, (including snow and ice removal from the parking lots and all exterior areas of the buildings not limited to roofs and sidewalks) and shall make any and all cosmetic interior repairs to the building resulting from its occupancy and/or use, normal wear and tear excepted. Such maintenance shall also include maintenance of lawn and flower beds. The Landlord shall be responsible for making all structural and other repairs, including but not limited to exterior walls, windows, roof (except as set forth in Paragraph 4 hereof), foundation, breakdown of equipment, HVAC, electrical, and the plumbing system, provided not caused by Tenant gross negligence. The Landlord shall be responsible for making any and all interior repairs to damage as a result of structural damage or during Landlord repairs. Tenant shall be responsible to contract with and pay for a routine maintenance contract for the HVAC with an qualified third party provider.

10. Any building changes which are contemplated by the Tenant must first be approved by the Landlord.

11. The Landlord agrees to:

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

(b) Provide adequate parking facilities for BOCES personnel adjacent to the building where space is being leased.

(c) Pay all county, state, local property and other taxes.

12. The Tenant shall be free to use the facilities at reasonable times that are mutually agreeable.

13. 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 fixtures and property shall be deemed abandoned by the said Tenant and shall become the

property of the Landlord. However, the Tenant reserves the right to remove any fixtures and/or materials at the termination of the within lease or any extensions thereof except for any fiber optic cable.

14. 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 be not conditioned upon the retention of title to the premises by the Landlord.

15. In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of subsequent breach of same by the other party.

16. Any changes or amendments to this lease must be in writing and executed by the parties hereto.

17. Notwithstanding the limits of any policy of insurance provided by the Landlord pursuant to this Agreement, the Landlord agrees to indemnify and hold harmless the Tenant and at the request of the Tenant, defend the Tenant against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the Tenant may incur, suffer or be required to pay by reason of or in consequence, directly or indirectly, of the fault, failure, omission or negligence of the Landlord, its agents, officers, members, directors or employees, including any misrepresentations contained in the Agreement or the breach of any warranty made herein or the failure of the Landlord to carry out its duties under this Agreement or otherwise arising out of or in connection with, directly or indirectly, this Agreement. Notwithstanding the limits of any policy of insurance provided by the Tenant pursuant to this Agreement, the Tenant agrees to indemnify and hold harmless the Landlord and at the request of the Landlord, defend the Landlord against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the Landlord may incur, suffer or be required to pay by reason of or in consequence, directly or indirectly, of the fault, failure, omission or gross negligence of the Tenant, its agents, officers, members, directors or employees, including any misrepresentations contained in the Agreement or the breach of any warranty made herein or the failure of the Tenant to carry out its duties under this Agreement or otherwise arising out of or in connection with, directly or indirectly, this Agreement. The Tenant shall not be required to indemnify the Landlord for any damage or loss arising out of any negligent acts or willful misconduct of the Landlord, its officers or agents. If a conflict arises between the indemnification contained in this Agreement and the insurance certificate provided by the Landlord pursuant to this Agreement, the indemnification under this paragraph controls.

18. All rights hereto shall be enforced under New York State law.

19. 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 ten (10) calendar days.

20. This agreement integrates any and all oral or verbal agreements.

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. It is understood that this lease is contingent upon receiving a valid Certificate of Occupancy for the facility from the Commissioner of Education. In addition, it is agreed that this lease is contingent upon the facility being in compliance with the regulations and requirements specified in the Asbestos Hazard Emergency Response Act and the New York School Asbestos Safety Act and;

*[No further text on this page. Signature page to follow.]*

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.

GOLDEN OVAL INTERNATIONAL,  
LANDLORD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MONROE 2-ORLEANS BOCES,  
TENANT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

11. Personnel and Staffing

1. Resolution to Approve Personnel and Staffing Agenda

- 12. Bids/Lease Purchases
  - 1. Resolution to Accept Cooperative Electricity Bid

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

14. Committee Reports

- Labor Relations Committee (J. Abbott/J. Heise)
- Legislation Committee (D. Laba/K. Dillon)
- Information Exchange Committee (R. Charles Phillips/J. Heise)

15. Upcoming Meetings/Calendar Events

- |                |  |
|----------------|--|
| November 20    | Noon MCSBA Labor Relations Committee (Double Tree)           |
| November 20    | 4pm MCSBA Information Exchange Committee (Double Tree)       |
| November 20    | 6:30pm Board Meeting (Board Room)                            |
| November 27-29 | BOCES 2 closed   |
| December 4     | Noon MCSBA Legislative Committee (Double Tree)               |
| December 4     | 5:45pm MCSBA Executive Committee (DaVinci's)                 |
| December 5     | 3:30-5pm Celebrating You! Employee Recognition (ESC, PDC)    |
| December 9     | 7am MCSBA One-Day Advocacy Trip to Albany                    |
| December 11    | Noon Board Officer Agenda Review                             |
| December 18    | 3:30pm DS Forum (CTE, A-116 conference room – main entrance) |
| December 18    | 6:30pm Board Meeting (Board Room)                            |
| December 23-31 | Recess (No school)   |
| December 24-25 | BOCES 2 closed   |
| January 1      | BOCES 2 closed   |
| January 1-3    | Recess (No school)   |

16. Other Items

## 17. Adjournment