



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

There will be a Regular Meeting of the Monroe 2-Orleans Board of Cooperative Educational Services on Wednesday, June 12, 2024 at 6:00 pm at the Richard E. Ten Haken Educational Services Center, 3599 Big Ridge Road, Spencerport, NY 14559.

*An Executive Session is anticipated immediately following the regular board meeting to discuss collective negotiations and the employment history of a particular person(s).*

### **BOARD MEMBERS**

Dennis Laba, President

R. Charles Phillips, Vice President

John Abbott

Kathleen Dillon

Trina Lorentz

Gerald Maar

Michael May

James Musshafen

Heather Pyke

### **AGENDA**

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Agenda Item(s) Modifications
4. Approval of Minutes: May 15, 2024, Regular Meeting Minutes
5. Public Interaction
6. Financial Reports
  1. Resolution to Accept Treasurer's Report
  2. Resolution to Accept WinCap Reports
  3. Internal Claims Adjustment Log (Cynthia Medley-Evanetski)
  4. Annual Vehicle Inventory
7. Audit Committee
  1. Resolution to Accept the May 15, 2024 Audit Committee Meeting Minutes
  2. Resolution to Accept Test Report for the Year Ending June 30, 2024
  3. Resolution to Accept Test Report Corrective Action Plan for Year Ending June 30, 2024
  4. Resolution to Approve 2024-25 Audit Committee Members
8. Board Presentations
  1. CTE Capital Project Review - LaBella Associates
  2. Community Schools - Assistant Superintendent Tom Schulte
9. Old Business
10. New Business
  1. Resolution to Approve 2024-25 Fair Share Lease Template
  2. Resolution to Approve 2024-25 Preschool Classroom Lease Template
  3. Resolution to Authorize Funding the Career Technical Education Equipment Reserve Fund up to \$150,000

4. Resolution to Authorize Funding the Teachers' Retirement Contribution Reserve Sub-Fund up to \$100,000
5. Resolution to Authorize Funding the Retirement Contribution Reserve Fund up to \$1,300,000
6. Resolution to Authorize Funding the Insurance Reserve Fund up to \$300,000
7. Resolution to Authorize Funding the Liability Reserve Fund up to \$100,000
8. Resolution to Accept Donation from Struck Floors
11. Personnel and Staffing
  1. Resolution to Approve Personnel and Staffing Agenda
  2. Resolution to Certify Lead Evaluators of Teachers
  3. Resolution to Certify Lead Evaluator of Principals
12. Bids/Lease Purchases
  1. Resolution to Accept Cooperative Natural Gas Bid
  2. *Resolution to Accept Capital Project Bid - possible walk in*
13. Executive Officer's Reports
  1. Albany D.S. Report
  2. Local Update
14. Committee Reports
  1. Labor Relations Committee
  2. Legislative Committee
  3. Information Exchange
15. Upcoming Meetings/Calendar Events

June 10	7:00 pm	Special Education Moving On Ceremony
June 11	3:30 pm	Retiree Reception (ESC, PDC)
June 12	6:00 pm	Board Meeting (ESC, Board Room)
June 13	6:00 pm	CTE Recognition Ceremony (SUNY Brockport, Special Events Recreation Center)
June 14	6:30 pm	Westside Academy Senior Celebration (ESC, PDC)
June 18	12:30 pm	Project Search Celebration (ESC, PDC)
June 19		Junteenth Holiday - BOCES Closed
June 24	1:00 pm	Center Based Graduation (ESC, PDC 1&2)
July 4		Holiday - BOCES Closed
July 22	Noon	BOCES Reorganizational Meeting followed by Audit Committee Meeting
16. Other Items
17. Executive Session to discuss collective negotiations and the employment history of a particular person(s)
18. Adjournment

1. Call the Meeting to Order

## 2. Pledge of Allegiance



### 3. Agenda Item(s) Modifications

4. Approval of Minutes: May 15, 2024, Regular Meeting Minutes

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

## MINUTES

of the Regular Meeting held on Wednesday, May 15, 2024, at 6:00 p.m. at the Richard E. Ten Haken Educational Services Center, 3599 Big Ridge Road, Spencerport, New York 14559

### Members Present

R. Charles Phillips, Vice President  
Trina Lorentz  
Gerald Maar

Michael May  
Jame Musshafen  
Heather Pyke

### Staff Present

Jo Anne Antonacci  
Karen Brown  
Stephen Dawe  
Ian Hildreth  
Kelly Mutschler

Marijo Pearson  
Steve Roland  
Michelle Ryan  
Tom Schulte

Presenters: Shawna Gareau-Kurtz, Lori Banning, Devon Woodward

Guests: Melanie Dickson

1. The meeting was called to order by Vice-President Phillips at 6:00 pm. Vice-President Phillips administered the oath of office to newly elected Board Member, James Musshafen, representing Wheatland-Chili CSD to complete the term vacated by Cindy Dawson which expires on June 30, 2026.
2. Pledge of Allegiance
3. Agenda Modification - Walk-in items added at 9.1 and 10.5
4. Approval of Minutes  
Resolved: To Approve the Minutes of the April 17, 2024, Regular Meeting  
*Moved by M. May, seconded by G. Maar; passed unanimously*
5. There was no public interaction.
6. Financial Reports
  1. Resolved: To Accept the Treasurer's Report as presented  
*Moved by G. Maar, seconded by H. Pyke: passed unanimously*
  2. Resolved: To Accept the WinCap Reports as presented  
*Moved by G. Maar, seconded by J. Musshafen; passed unanimously*
7. Audit Committee Update
  1. Resolved: To Approve the 2024-25 Audit Committee Members  
*This resolution was tabled until the next meeting, June 12, 2024*

8. Board Presentation – Center for Workforce Development Director Shawna Gareau-Kurtz together with two staff members, Lori Banning and Devon Woodward shared a student spotlight video presentation with the board. The board asked questions and thanked Ms. Gareau and the CWD teachers. Ms. Gareau-Kurtz, Ms. Banning and Mr. Woodward left the meeting at 6:00 pm.
9. Old Business
  1. BE IT RESOLVED: That the Monroe 2-Orleans BOCES Board authorizes a one-time exception to the scheduling requirement of the Reorganizational Meeting Policy #1438. The Board will hold the 2024 Reorganizational Meeting on July 22, 2024, at noon at the Richard E. Ten Haken Educational Services Center, 3599 Big Ridge Road, Spencerport, NY 14559.  
*Moved by M. May, seconded by T. Lorentz; passed unanimously*
10. New Business
  1. Resolved: To Waive the Second Reading and Approve Various Policies for Annual Review as presented  
*Moved by M. May, seconded by G. Maar; passed unanimously*
  2. Resolved: To Adopt 2024-2025 Proposed Adopted Budget  
*Moved by G. Maar, seconded by J. Musshafen; passed unanimously.*
  3. Resolved: To Approve 2024 Lease Template – Summer Programs  
*Moved by H. Pyke, seconded by M. May; passed unanimously*
  4. Resolved: To Approve 2024-25 Chemical Hygiene Plan  
*Moved by H. Pyke, seconded by T. Lorentz; passed unanimously*
  5. Resolved: To Accept Donation of 60 Dell 7070 Desktop Computers from NYS Unified Court System, Appellate Division  
*Moved by H. Pyke, seconded by M. May; passed unanimously*
11. Personnel and Staffing
  1. Resolved: To Approve the Personnel and Staffing Agenda as presented  
*Moved by G. Maar, seconded by H. Pyke; passed unanimously*
12. Bids/Lease Purchases

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

  1. COOPERATIVE PEST CONTROL BID  
Bid #RFB-2088-24  
Exodus Exterminating \$12,240.00
  2. Authorizing Resolution Equipment Lease-Purchase For the benefit of Greece CSD  
Whereas, Board of Cooperative Educational Services, Second Supervisory District of Monroe County (“BOCES 2”), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of New York, is authorized by the laws of the State of New York to purchase,

acquire and lease personal property and to enter into contracts with respect thereto; and

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

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

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

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

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

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

it provides an opportunity to use the equipment without committing to the full costs of purchase; and

after seeking competitive quotes, Lessor provides the most financially advantageous lease terms; and

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

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

execution and delivery of any closing and other documents required to be delivered in connection with the Agreements.

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

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

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

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

3. ERIE 1 Distance Learning State Wide Licensing Agreement FY 2024-25

WHEREAS, It is the plan of a number of BOCES districts in New York, to consent to jointly enter into an agreement for the 2024-2025 fiscal year for Air Tutors, BookNook Inc., Brainfuse Inc., Desire to Learn, Edmentum, eDoctrina, Educere, Florida Virtual School, Focal Point, Focus Care, Fuel Education, Imagine Learning, Instructure, iTutor.com, Kaltura, MGRM Pinnacle, My VR Spot, Panapto, Paper Education America, Pearson, PowerSchool, Remind 101 Inc., Right Reason, Spider Learning, Tutor Me Education, Varsity Tutors for Schools,

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

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

BE IT FURTHER RESOLVED, That the Monroe 2 - Orleans BOCES Board agrees to

assume its equitable share of the costs associated with Erie 1 BOCES negotiating the Agreements, and,

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

4. ERIE 1 Instructional Technology State Wide Licensing Agreements FY 2024-25

WHEREAS, It is the plan of a number of BOCES districts in New York, to consent to jointly enter into an agreement for the 2024 - 2025 fiscal year, for 3DUX Design, 7 Mindsets Academy, A+ Educators (dba Woz ED Education), Abre.io, Accelerate Learning, Age of Learning, Inc, American Reading, Amplify Education, Inc., Apple (Opt-in), B.E. Publishing, Beable Education, BlocksCAD, Blocksi, Bloom Learning, Boddle Learning Inc, Brain Pop, Branching Minds, Breakout EDU, Canva US, Inc., Carahsoft, Carnegie Learning, Cengage Learning, Inc., CharmTech Labs, LLC, Classcraft Studio, CMS Neptune, Code.org, CodeCombat, CodeHS, Code Monkey, Coder Kids, Inc. DBA Ellipsis Education, Committee for Children, Cordance Operations dba Hapara, Coughlan Companies, dba Buncee, Curriculum Associates, Defined Learning, Dell Advanced Learning Partnerships Firm, Delta Math, Desmos, Digital Teaching Tools, Discovery Education, Drone Sports Inc., DroneBlocks LLC, Dropbox, EBSCO, EdforTech, Edmentum, eDoctrina, EdPuzzle, Education Advanced, Educational Vistas, EduPlanet, eDynamic Holdings, LP, Electronic Gaming Federation, Elemetari LLC, EliteGamingLive, Empower U, Encyclopedia Britannica, Inc., Ereflect Inc, eSpark, EverFi, ExploreLearning, Family Zone dba Linewize, Flipgrid Inc at Microsoft, Forward Education, Frontline Technologies Group, Genially, Grammar Flip, LLC, Great Minds PBC, HEC Software dba Reading Horizons, Hello World CS, High School Esports League Inc, Hiperware Labs, Hive Class, Inc., Houghton Mifflin Harcourt Publishing Company, imagiLabs AB, Imagine Learning, Immersed Games, Impero, Infobase Holding, Instructure, Instructional Empowerment Inc dba Marzano Evaluation, Intelitek Inc., Isafe, iStation, IXL Learning, Kahoot! ASA, Khan Academy, Kiddom, Kinems, Kira Learning, Kognity, US, Inc., Learnics, Learning.com, Learning A-Z, Learning Ally, Learning Without Tears, Legends of Learning, LEGO Brand Retail, Inc. dba Lego Education, Lexia Learning Systems, Lightspeed Solutions LLC dba Lightspeed Systems, Liminex Inc. dba GoGuardian, Linkit, Local Impact, Logisoft, Mad-Learn, Maia Learning, Makers Empire, Mango Languages, Mathspace Inc., McGraw Hill, Mind Education, MMI-CPR School Tech Repair, LLC dba K-12 Tech, Moby Max, MooZoom Education, Inc., Mr. Elmer, MusicFirst, NASEF, Nearpod, Neuron Fuel dba Tynker, Newsela, NextWave Stem, No RedInk, Notable, NWEA, Passport for Good, Pearson, Performance Learning Systems dba PLS 3rd Learning, Play Vs Inc., PowerSchool, ProSolve, LLC, Quaver, Quizizz Inc., Renaissance Learning, Rethink Autims dba Rethink ED, REX K-12, Right Reason Technologies, Ripple Effects, Robo Wunderkind, Rocket Drones, Inc., Rubicon West, Inc., SAVVAS, SchoolAI, SchoolBinder DBA TeachBoost, SchoolLinks, Scoir, SeeSaw Learning, SkillStruck AI, SkyOP, Small Factory Innovations, Smart Science Education, STEM SIMS, Suntex, Tech4Learning, TechRow, Tequipment, The Language Express, Thimble.io, Think Tech Solutions, Tools For Schools, Unruly Studios Inc., UpSavvy, VIVI, LLC, Wakelet,

Wallwisher, Inc. dba Padlet, Waterford, WeVideo, WhyMaker, World Book, Inc., XAP Corporation, Xello, XSel Labs, zSpace Inc.

and,

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

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

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

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

*Items 12.1-4 Moved by M. May, seconded by T. Lorentz; passed unanimously*

13. Executive Officer's Report

The Mid-West JMT covered the May Regents meeting on May 5-6, 2024. District Superintendent meeting is May 20-21, 2024.

The 29th Annual Michael C. O'Laughlin Outstanding Senior Recognition Dinner was held on May 8, 2024, at East High School. East High's CTE culinary students prepared dinner for 39 seniors, their guests and the superintendents. The guest speaker was 2015 Churchville-Chili graduate and former WEMOCO student, Rob Moore. Rob spoke of how his time at WEMOCO helped him find his path and he now owns his own business, Moore Renovation. The Carpentry students will be making him a plaque as thanks for taking time to share his story with the seniors.

The 2024 New York State SkillsUSA Leadership and Skills Championships took place at the New York State Fairgrounds in Syracuse from April 24-26. BOCES 2 Career and Technical Education was represented by more than 80 students as competitors, delegates and event workers. Twenty-five BOCES 2 CTE students competed for 11 medals in the championship competitions and one student was voted a 2024-25 state officer. Board member Michael May attended the competition and spoke highly of the event and gave kudos to staff and students.

Congratulations to the 2024 Roberts Wesleyan University BELL program graduates who participated in the Spring Commencement ceremony on May 11, 2024. District Superintendent Antonacci attended their project presentations, which were very well done, with Exceptional Children Director Kerry Macko. Roberts Wesleyan president, Dr. Rupert A.



Hayles Jr., expressed an interest in expanding the partnership with Roberts Wesleyan to provide more opportunities for students.

14. Committee Reports

1. Labor Relations Committee - J. Abbott, K. Dillon - no report
2. Legislative Committee - K. Dillon - no report
3. Information Exchange - D. Laba - Superintendents Jo Anne Antonacci and Dan White presented; Topic - Superintendent Search Process.

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

16. Other Items - There were no other items

17. At 6:41 pm a motion was made by M. May to adjourn to executive session; seconded by H. Pyke; passed unanimously

Respectfully Submitted



Kelly Mutschler  
Clerk of the Board

**Members Present**

R. Charles Phillips  
Trina Lorentz  
Gerald Maar

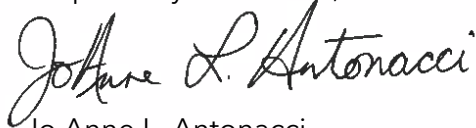
Michael May  
James Musshafen  
Heather Pyke

At 7:04 pm a motion was made by G. Maar, seconded by J. Musshafen to come out of Executive Session; passed unanimously.

18. Adjournment

At 7:04 pm a motion was made by H. Pyke to adjourn the meeting, seconded by T. Lorentz, 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 Reports
3. Internal Claims Adjustment Log (Cynthia Medley-Evanetski)
4. Annual Vehicle Inventory

# Monroe 2 - Orleans BOCES

## Treasurer's Report

Period Ending April 30, 2024

### BEGINNING CASH ON HAND

### RECEIPTS:

Interest Earned  
Charges for Services  
Non-Contract Services  
Collected for Other Funds  
State, Federal and Local Aid  
Transfers from Other Funds  
Miscellaneous Funds

### TOTAL RECEIPTS

### DISBURSEMENTS

Payroll and Benefits  
Warrants  
Transfers to Other Funds  
Miscellaneous Disbursements

### TOTAL DISBURSEMENTS

### ENDING CASH ON HAND:

GENERAL FUND	
	18,135,801.11
59,969.79	
9,223,318.41	
228,388.40	
-	
63,511.20	
200,000.00	
1,090,684.24	
10,865,872.04	10,865,872.04
3,422,050.35	
7,246,745.35	
-	
2,883.10	
10,671,678.80	(10,671,678.80)
	18,329,994.35
GENERAL FUND CHECKING	8,222,323.72
GENERAL FUND CLASS	5,376,250.91
PAYROLL CHECKING	136,395.86
DENTAL/FSA ACCOUNT CASH	86,668.89
GENERAL FUND CD	1,030,611.45
CASH- LIABILITY RESERVE	366,156.02
CASH- UNEMPLOYMENT RES	197,068.84
CASH- CTE RESERVE	106,375.01
CASH - INSURANCE RESERVE	306,942.48
TREASURY INVESTMENTS	2,501,201.17
	18,329,994.35

SPECIAL AID FUND	
	616,805.95
244.61	
-	
-	
-	
411,003.80	
-	
1,605.00	
412,853.41	412,853.41
575.00	
231,056.04	
200,000.00	
386.17	
432,017.21	(432,017.21)
	597,642.15
SPECIAL AID CHKG - CHASE	597,642.15
SPECIAL AID CHKG - M&T	-
	597,642.15

**BEGINNING CASH ON HAND****RECEIPTS:**

Interest Earned  
Component Contributions  
Transfers from Other funds  
Donations  
Miscellaneous Funds

**TOTAL RECEIPTS****DISBURSEMENTS**

Warrants  
Scholarships  
Transfers to Other Funds  
Miscellaneous Disbursements

**TOTAL DISBURSEMENTS****ENDING CASH ON HAND:****MISC SPECIAL REVENUE**

74,668.41

128.87

-

-

-

-

128.87

128.87

-

-

-

-

-

-

74,797.28

B4 SCIENCE

-

GIFT FUND SAVINGS

74,797.28

74,797.28

**CAPITAL FUND**

3,169,005.83

18,794.40

-

-

-

-

18,794.40

18,794.40

-

-

-

-

-

-

3,187,800.23

CAPITAL FUND CHECKING

583,573.39

CAPITAL FUND INVESTMENTS

2,604,226.84

3,187,800.23

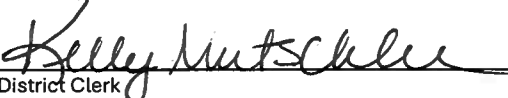
----- CUSTODIAL FUNDS -----					
	Rochester Area School Health Plan I	Rochester Area School Health Plan II	Rochester Area School Workers' Comp Plan	Wayne Finger Lakes Workers' Comp Plan	TOTAL CUSTODIAL
<b>BEGINNING CASH ON HAND</b>	16,202,871.54	135,189,607.27	39,156,954.17	364,854.15	190,914,287.13
<b>RECEIPTS:</b>					
Interest Earned	56,375.96	269,647.12	143,694.56	-	
Contributions	2,216,744.33	27,942,538.37	1,565,414.00	135,145.85	
Miscellaneous Funds	1,214.50	11,351.56	13,240.91	-	
<b>TOTAL RECEIPTS</b>	2,274,334.79	28,223,537.05	1,722,349.47	135,145.85	32,355,367.16
<b>DISBURSEMENTS</b>					
Claims	1,736,116.88	33,988,245.19	395,633.70	148,377.94	
Admin and Other Disbursements	96,751.92	750,910.62	114,656.26	-	
<b>TOTAL DISBURSEMENTS</b>	1,832,868.80	34,739,155.81	510,289.96	148,377.94	(37,230,692.51)
<b>ENDING CASH ON HAND:</b>	16,644,337.53	128,673,988.51	40,369,013.68	351,622.06	186,038,961.78
RASHP I CHECKING	5,182,783.32				5,182,783.32
RASHP I SAVINGS / INVESTMENTS	4,545,680.51				4,545,680.51
RASHP II CHECKING		12,286,153.64			12,286,153.64
RASHP II SAVINGS / INVESTMENTS		61,109,207.47			61,109,207.47
RASWC CHECKING			5,653,904.41		5,653,904.41
RASWC SAVINGS / INVESTMENTS			18,731,745.11		18,731,745.11
WFL WC CHECKING				351,622.06	351,622.06
TREASURY INVESTMENTS	6,915,873.70	55,278,627.40	15,983,364.16		78,177,865.26
<b>TOTAL CASH</b>	16,644,337.53	128,673,988.51	40,369,013.68	351,622.06	186,038,961.78

Collateral Analysis	M&T Bank	Five Star Bank	Chase Bank
Bank Totals	26,319,385.30	79,939,227.21	9,233,644.92
<i>Collateral:</i>			
FDIC	500,000.00	250,000.00	250,000.00
Additional FDIC through CD Option	-	64,286,323.07	-
Collateral held by Bank	-	-	10,864,082.30
Collateral held by Third Party	18,946,248.82	16,142,364.45	-
	19,446,248.82	80,678,687.52	11,114,082.30
Over / (Under) Collateralized	(6,873,136.48)	739,460.31	1,880,437.38


Treasurer's Notes:

\* Note that M&T appears undercollateralized, but that is due to a \$7.46M deposit in transit on 4/30 collateralized on May 1st.

This is to certify that I have received these balances:

  
 District Clerk

  
 Assistant Superintendent for Finance and Operations

  
 Treasurer

6/7/2024  
 Date

5/21/24  
 Date

5/15/24  
 Date

MONROE 2 - ORLEANS BOCES

Revenue Status Report As Of: 05/31/2024

Fiscal Year: 2024

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
0 Administration			12,321,411.00	42,146.10	12,363,557.10	12,211,309.86	597,250.93	460,303.69
1 Career Education			11,321,341.00	183,474.60	11,504,815.60	11,322,127.77	0.00	6,905.26
2 Special Education			33,462,373.41	3,284,839.65	36,747,213.06	35,870,402.96	1,017,959.27	187,961.61
3 Itinerent Services			8,909,962.17	-138,017.40	8,771,944.77	8,576,466.09	260,125.49	64,746.81
4 General Instruction			3,923,125.59	3,433,028.83	7,356,154.42	6,515,168.33	881,988.71	63,333.54
5 Instruction Support			19,762,383.68	9,274,580.85	29,036,964.53	26,971,625.24	1,392,950.23	108,383.26
6 Other Services			14,005,275.82	3,850,519.51	17,855,795.33	18,334,225.72	19,647.85	812,948.97
Total GENERAL FUND			103,705,872.67	19,930,572.14	123,636,444.81	119,801,325.97	4,169,922.48	1,704,583.14

\* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.  
These are estimates to balance the budget



## MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 05/31/2024

Fiscal Year: 2024

### 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		1,272,363.00	0.00	1,272,363.00	1,174,029.21	97,824.69	509.10
200 EQUIPMENT		15,650.00	25,603.90	41,253.90	33,639.73	649.00	6,965.17
300 SUPPLIES		16,450.00	9,340.60	25,790.60	18,005.65	6,325.65	1,459.30
400 CONTRACTUAL		429,623.00	223,256.28	652,879.28	501,399.54	138,054.11	13,425.63
470 Rental of Facilities		2,487,597.00	26,846.10	2,514,443.10	2,102,683.67	141,685.81	270,073.62
700 INTEREST ON REVENUE NOTES		4,000.00	0.00	4,000.00	0.00	0.00	4,000.00
800 EMPLOYEE BENEFITS		644,854.00	-13,472.00	631,382.00	530,619.22	48,905.47	51,857.31
899 Oth Post Retirement Benft		6,102,956.00	-207,885.00	5,895,071.00	4,217,435.42	813,483.60	864,151.98
910 TRANSFER TO CAPITAL FUND		1,000,000.00	0.00	1,000,000.00	1,000,000.00	0.00	0.00
950 TRANSFER FROM O & M		72,806.00	0.00	72,806.00	72,806.00	0.00	0.00
960 TRANSFER CHARGE		275,112.00	5,484.22	280,596.22	280,596.22	0.00	0.00
970 TR CREDs FR SERVICE PROGR		0.00	-27,027.00	-27,027.00	-27,027.00	0.00	0.00
<b>Subtotal of 0 Administration</b>		<b>12,321,411.00</b>	<b>42,147.10</b>	<b>12,363,558.10</b>	<b>9,904,187.66</b>	<b>1,246,928.33</b>	<b>1,212,442.11</b>
<b>1 Career Education</b>							
100 SALARIES		5,199,515.00	-161,563.43	5,037,951.57	4,096,355.94	841,204.25	100,391.38
200 EQUIPMENT		182,075.00	181,420.69	363,495.69	348,953.19	489.11	14,053.39
300 SUPPLIES		522,500.00	191,679.13	714,179.13	596,616.38	72,576.50	44,986.25
400 CONTRACTUAL		463,250.00	502,933.48	966,183.48	734,501.20	188,525.67	43,156.61
490 SCH DIST AND OTHER BOCES		12,075.00	-68.38	12,006.62	12,006.62	0.00	0.00
800 EMPLOYEE BENEFITS		2,718,960.00	-487,205.30	2,231,754.70	1,794,531.25	301,550.53	135,672.92
950 TRANSFER FROM O & M		1,563,009.00	0.00	1,563,009.00	1,563,009.00	0.00	0.00
960 TRANSFER CHARGE		660,457.00	-39,533.29	620,923.71	620,923.71	0.00	0.00
970 TR CREDs FR SERVICE PROGR		0.00	-9,555.72	-9,555.72	-9,585.72	0.00	30.00
990 TRANS CREDs FR OTHER FUND		-500.00	0.00	-500.00	-500.00	0.00	0.00
<b>Subtotal of 1 Career Education</b>		<b>11,321,341.00</b>	<b>178,107.18</b>	<b>11,499,448.18</b>	<b>9,756,811.57</b>	<b>1,404,346.06</b>	<b>338,290.55</b>
<b>2 Special Education</b>							
100 SALARIES		6,100,421.00	552,789.99	6,653,210.99	5,074,859.11	1,121,885.48	456,466.40
200 EQUIPMENT		39,199.00	288,115.11	327,314.11	85,002.16	198,779.83	43,532.12
300 SUPPLIES		47,113.00	201,247.65	248,360.65	53,891.53	174,548.33	19,920.79
400 CONTRACTUAL		830,232.00	117,381.82	947,613.82	330,636.37	398,099.93	218,877.52
490 SCH DIST AND OTHER BOCES		5,305,044.41	1,187,435.14	6,492,479.55	6,489,833.13	1,767.20	879.22
800 EMPLOYEE BENEFITS		3,699,887.00	525,001.07	4,224,888.07	3,066,274.77	502,444.86	656,168.44
950 TRANSFER FROM O & M		444,536.00	0.00	444,536.00	444,536.00	0.00	0.00
960 TRANSFER CHARGE		16,995,941.00	408,497.98	17,404,438.98	17,091,318.98	0.00	313,120.00
970 TR CREDs FR SERVICE PROGR		0.00	-42,323.40	-42,323.40	-42,323.40	0.00	0.00
<b>Subtotal of 2 Special Education</b>		<b>33,462,373.41</b>	<b>3,238,145.36</b>	<b>36,700,518.77</b>	<b>32,594,028.65</b>	<b>2,397,525.63</b>	<b>1,708,964.49</b>
<b>3 Itinerent Services</b>							
100 SALARIES		12,223,522.00	-974,330.87	11,249,191.13	8,327,338.91	1,813,759.46	1,108,092.76
200 EQUIPMENT		97,046.00	24,204.00	121,250.00	76,955.76	40,568.60	3,725.64

## MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 05/31/2024

Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
300 SUPPLIES		51,249.00	29,177.85	80,426.85	25,952.06	6,385.65	48,089.14
400 CONTRACTUAL		604,121.00	148,337.44	752,458.44	295,159.61	163,349.77	293,949.06
490 SCH DIST AND OTHER BOCES		130,503.17	-7,084.55	123,418.62	19,832.12	0.00	103,586.50
800 EMPLOYEE BENEFITS		6,685,862.00	-57,161.09	6,628,700.91	4,274,919.88	757,330.98	1,596,450.05
950 TRANSFER FROM O & M		4,789.00	0.00	4,789.00	4,789.00	0.00	0.00
960 TRANSFER CHARGE		1,416,855.00	73,374.96	1,490,229.96	1,490,229.96	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-12,303,985.00	493,189.48	-11,810,795.52	-11,810,795.52	0.00	0.00
<b>Subtotal of 3 Itinerent Services</b>		<b>8,909,962.17</b>	<b>-270,292.78</b>	<b>8,639,669.39</b>	<b>2,704,381.78</b>	<b>2,781,394.46</b>	<b>3,153,893.15</b>
<b>4 General Instruction</b>							
100 SALARIES		2,016,483.00	66,037.11	2,082,520.11	1,755,538.23	173,790.77	153,191.11
200 EQUIPMENT		5,400.00	16,856.19	22,256.19	4,376.40	11,200.00	6,679.79
300 SUPPLIES		17,528.00	53,916.94	71,444.94	16,407.47	9,304.62	45,732.85
400 CONTRACTUAL		562,373.00	2,526,685.84	3,089,058.84	2,228,749.57	701,882.30	158,426.97
490 SCH DIST AND OTHER BOCES		242,652.59	759,748.04	1,002,400.63	930,493.13	112.80	71,794.70
800 EMPLOYEE BENEFITS		731,912.00	6,967.79	738,879.79	559,504.32	71,633.51	107,741.96
950 TRANSFER FROM O & M		185,693.00	0.00	185,693.00	185,693.00	0.00	0.00
960 TRANSFER CHARGE		214,294.00	29,372.60	243,666.60	243,666.60	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-50,250.00	0.00	-50,250.00	-50,250.00	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-2,960.00	0.00	-2,960.00	-2,960.00	0.00	0.00
<b>Subtotal of 4 General Instruction</b>		<b>3,923,125.59</b>	<b>3,459,584.51</b>	<b>7,382,710.10</b>	<b>5,871,218.72</b>	<b>967,924.00</b>	<b>543,567.38</b>
<b>5 Instruction Support</b>							
100 SALARIES		6,135,511.00	200,050.09	6,335,561.09	5,232,948.23	757,342.54	345,270.32
200 EQUIPMENT		4,703,236.00	3,317,634.51	8,020,870.51	4,102,500.33	2,181,269.01	1,737,101.17
300 SUPPLIES		894,870.00	450,986.19	1,345,856.19	1,075,998.14	128,216.14	141,641.91
400 CONTRACTUAL		5,620,281.00	4,769,416.88	10,389,697.88	7,631,962.05	1,309,620.52	1,448,115.31
490 SCH DIST AND OTHER BOCES		623,219.68	598,726.45	1,221,946.13	1,122,475.53	0.00	99,470.60
800 EMPLOYEE BENEFITS		2,966,357.00	116,151.75	3,082,508.75	2,372,310.04	362,748.18	347,450.53
950 TRANSFER FROM O & M		826,867.00	2,500.00	829,367.00	829,367.00	0.00	0.00
960 TRANSFER CHARGE		1,147,287.00	-76,764.31	1,070,522.69	1,070,552.69	0.00	-30.00
970 TR CREDTS FR SERVICE PROGR		-3,086,596.00	-256,888.12	-3,343,484.12	-3,343,484.12	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-68,649.00	-1,672.56	-70,321.56	-70,321.56	0.00	0.00
<b>Subtotal of 5 Instruction Support</b>		<b>19,762,383.68</b>	<b>9,120,140.88</b>	<b>28,882,524.56</b>	<b>20,024,308.33</b>	<b>4,739,196.39</b>	<b>4,119,019.84</b>
<b>6 Other Services</b>							
100 SALARIES		2,600,762.00	-22,492.46	2,578,269.54	2,308,629.76	191,643.21	77,996.57
200 EQUIPMENT		501,684.00	-65,690.35	435,993.65	273,592.56	38,907.51	123,493.58
300 SUPPLIES		34,107.00	40,060.23	74,167.23	20,091.18	13,014.41	41,061.64
400 CONTRACTUAL		3,859,688.00	663,129.14	4,522,817.14	3,478,783.18	775,622.03	268,411.93
490 SCH DIST AND OTHER BOCES		7,657,101.82	3,194,287.99	10,851,389.81	10,805,643.71	0.00	45,746.10
800 EMPLOYEE BENEFITS		1,144,493.00	-15,449.40	1,129,043.60	982,798.70	116,855.41	29,389.49
950 TRANSFER FROM O & M		130,421.00	0.00	130,421.00	130,421.00	0.00	0.00

## MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 05/31/2024

Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
960 TRANSFER CHARGE		130,425.00	2,278.71	132,703.71	132,703.71	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-1,972,247.00	-7,963.10	-1,980,210.10	-1,980,210.10	0.00	0.00
990 TRANS CREDTS FR OTHER FUND		-81,159.00	0.00	-81,159.00	-81,159.00	0.00	0.00
<b>Subtotal of 6 Other Services</b>		<b>14,005,275.82</b>	<b>3,788,160.76</b>	<b>17,793,436.58</b>	<b>16,071,294.70</b>	<b>1,136,042.57</b>	<b>586,099.31</b>
<b>7 Undefined</b>							
100 SALARIES		3,716,914.00	184,056.13	3,900,970.13	3,550,156.17	346,056.54	4,757.42
200 EQUIPMENT		50,375.00	213,388.03	263,763.03	29,253.62	236,183.45	-1,674.04
300 SUPPLIES		230,875.00	24,362.11	255,237.11	204,096.17	37,725.88	13,415.06
400 CONTRACTUAL		2,036,863.00	229,651.62	2,266,514.62	1,910,365.15	327,300.93	28,848.54
800 EMPLOYEE BENEFITS		1,781,754.00	-96,814.88	1,684,939.12	1,363,724.77	176,953.96	144,260.39
950 TRANSFER FROM O & M		600,828.00	-2,500.00	598,328.00	598,328.00	0.00	0.00
960 TRANSFER CHARGE		1,575,456.00	9,995.99	1,585,451.99	1,585,451.99	0.00	0.00
970 TR CREDTS FR SERVICE PROGR		-8,831,698.00	-562,139.00	-9,393,837.00	-9,080,717.00	0.00	-313,120.00
990 TRANS CREDTS FR OTHER FUND		-1,161,367.00	0.00	-1,161,367.00	-1,161,367.00	0.00	0.00
<b>Subtotal of 7 Undefined</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,000,708.13</b>	<b>1,124,220.76</b>	<b>-123,512.63</b>
<b>Total GENERAL FUND</b>		<b>103,705,872.67</b>	<b>19,555,993.01</b>	<b>123,261,865.68</b>	<b>95,925,523.28</b>	<b>15,797,578.20</b>	<b>11,538,764.20</b>

<b>Vehicle Inventory - Policy 4520</b>				
<b>2023/24 School Year</b>				
<b>Year</b>	<b>Dept</b>	<b>Make</b>	<b>Class</b>	<b>Cost</b>
2020	Admin	GMC	SUV	\$43,441
2000	B4S	Chevy	Van	\$23,000
2011	B4S	Dodge	Van	\$22,445
2018	CaTS	Ford	Van	\$28,879
2021	CaTS	Ford	Van	\$24,144
2019	CTE	Ford	Van	\$30,903
2020	CTE	Ford	Van	\$32,627
2022	CTE	Ford	Van	\$34,927
2023	CTE	Ford	Pickup Truck	\$74,380
2004	O&M	Chevy	Van	\$20,038
2008	O&M	Chevy	Van	\$18,008
2010	O&M	Ford	Pickup Truck	\$25,000
2010	O&M	Chevy	Van	\$16,618
2011	O&M	Chevy	Van	\$19,075
2011	O&M	Ford	Van	\$20,096
2013	O&M	Ford	Van	\$20,267
2016	O&M	Ford	Pickup Truck	\$28,924
2019	O&M	Ford	Pickup Truck	\$40,510
2022	O&M	RAM	Pickup Truck	\$40,205
2008	O&M	Chevy	Van	\$18,008
2015	Security	GMC	SUV	\$37,918
2023	Security	Ford	SUV	\$52,454
2024	Security	Ford	SUV	\$30,391
2011	Special Ed	Dodge	Van	\$22,445
2011	Special Ed	Ford	Van	\$20,258
2013	Special Ed	Dodge	Van	\$22,958
2014	Special Ed	Dodge	Van	\$20,974
2015	Special Ed	Dodge	Van	\$20,955
2016	Special Ed	Dodge	Van	\$23,322
2019	Special Ed	Ford	Van	\$25,906
2022	Special Ed	Ford	Van	\$34,927
2022	Special Ed	Ford	Van	\$34,927
			<b>32</b>	<b>\$928,931</b>

7. Audit Committee

1. Resolution to Accept the May 15, 2024 Audit Committee Meeting Minutes
2. Resolution to Accept Test Report for the Year Ending June 30, 2024
3. Resolution to Accept Test Report Corrective Action Plan for Year Ending June 30, 2024
4. Resolution to Approve 2024-25 Audit Committee Members



Monroe 2–Orleans  
Board of Cooperative Educational Services

Jo Anne L. Antonacci, District Superintendent

## Finance Office

**Steve Roland**  
Assistant Superintendent  
for Finance and Operations  
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### Audit Committee Meeting

**May 15, 2024**

Members Present: Mike May, Chuck Phillips

Others Present: Jo Anne Antonacci, Steve Roland, Mary Young

#### I. Test Report

Mary Young from Lumsden & McCormick (L&M) reviewed the results from their 2024 Test Report re Health Insurance contributions. Below are the two areas that were targeted:

- Are retirees being charged the correct amount for health insurance and are they paying on time
  - o 25 samples; no findings
  - o Checked the SSDI website for mortality
- Are employees being charged properly for health insurance according to collective bargaining contracts and employee handbooks
  - o 25 samples; one occurrence of an employee being undercharged (amount has been deducted from their paycheck)
  - o Action Plan - In addition to someone in Human Resources reviewing contribution calculations, the Internal Claims Auditor will also review periodically

Mary reported that L&M will perform an updated Risk Assessment in November or December. Some suggestions for Testing in the Spring include Credit Cards, Cash Receipts or ExtraClass.

Steve will prepare a Corrective Action Plan which will be brought to the Board.

Cc: Board



# MONROE 2 – ORLEANS BOCES

## RESULTS OF TESTING

### FOR THE YEAR ENDING JUNE 30, 2024



CERTIFIED PUBLIC ACCOUNTANTS

Cyclorama Building | 369 Franklin Street | Buffalo, NY 14202

p: 716.856.3300 | f: 716.856.2524 | [www.LumsdenCPA.com](http://www.LumsdenCPA.com)

## RISK AREA: PAYROLL – RETIREE HEALTH INSURANCE

### RISK ASSESSMENT: HIGH

<b>OBJECTIVE:</b>	<ul style="list-style-type: none"><li>• To determine whether retirees with continuing health insurance coverage are remitting timely payments to BOCES for their portion of health insurance premiums as stipulated in their respective collective bargaining agreements</li></ul>
<b>TESTING PERFORMED:</b>	<ul style="list-style-type: none"><li>• Selected a sample of 25 retirees from BOCES' billing spreadsheet of retirees' payments due (billing spreadsheet) which is exported from WinCap</li><li>• Compared the billing spreadsheet to the April 2024 health insurance invoices to ensure agreement of the plan types and premiums for those employees selected</li><li>• Recalculated each retiree's portion of health insurance as stipulated in their respective collective bargaining agreements</li><li>• Compared amount due to the amount paid on each retiree's Statement of Account</li><li>• Obtained social security numbers of retirees and verified each retiree's existence per the Social Security Death Index (SSDI) website <a href="http://ssdi.rootsweb.ancestry.com">http://ssdi.rootsweb.ancestry.com</a></li></ul>
<b>RESULTS:</b>	<ul style="list-style-type: none"><li>• Details of amounts owed by retirees for health insurance are kept in WinCap</li><li>• All insurance plans and premiums on the billing spreadsheet agreed to the applicable April health insurance invoices</li><li>• All retirees tested were charged the proper amount for health insurance coverage</li><li>• All amounts collected from the retirees tested agreed to the amounts due and were received timely</li><li>• No matches were found on the SSDI website, which indicates premiums are not erroneously being paid for deceased retirees</li></ul>
<b>RECOMMENDATIONS:</b>	<ul style="list-style-type: none"><li>• No recommendations at this time</li></ul>



<b>RISK AREA: PAYROLL – EMPLOYEE HEALTH INSURANCE</b>	
<b>RISK ASSESSMENT: HIGH</b>	
<b>OBJECTIVE:</b>	<ul style="list-style-type: none"> <li>To determine whether BOCES is properly withholding employees' portions of health insurance premiums according to their respective collective bargaining agreements</li> </ul>
<b>TESTING PERFORMED:</b>	<ul style="list-style-type: none"> <li>Selected a sample of 25 active employees from BOCES' schedule of health insurance premiums owed</li> <li>Compared health insurance information, including plan and premium amount, between the BOCES' schedule and the April 2024 health insurance invoices</li> <li>Recalculated each employee's portion of health insurance premiums and compared amounts to the applicable April payroll deduction report</li> </ul>
<b>RESULTS:</b>	<ul style="list-style-type: none"> <li>Of the 25 employees selected for testing: <ul style="list-style-type: none"> <li>24 employees had the correct amount withheld from their paychecks for their share of health insurance premiums</li> <li>One employee's withholding for her share of health insurance premiums was incorrect and she owes BOCES \$101; BOCES has contacted the employee and the amount will be deducted from her next paycheck</li> </ul> </li> </ul>
<b>RECOMMENDATION:</b>	<ul style="list-style-type: none"> <li>Changes in health insurance calculations should be reviewed by someone not already involved in calculating the employees' portion of premiums</li> </ul>



**Finance  
Office**

**Steve Roland**  
*Assistant Superintendent  
for Finance and Operations*


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*Monroe 2–Orleans  
Board of Cooperative Educational Services*  
**Jo Anne L. Antonacci, District Superintendent**

Tel: (585) 352-2410  
Fax: (585) 352-2442

June 7, 2024

To: Board  
Jo Anne Antonacci

From: Steve Roland 

Re: Test Report – Corrective Action Plan

Below is the Corrective Action Plan for the Testing Report (Year Ending 6/30/24) prepared by our Internal Auditor, Lumsden & McCormick, that we reviewed at the May Audit Committee meeting.

**Recommendations**

1. Changes in health insurance calculation should be reviewed by someone not already involved in calculating the employees' portion of premiums

Corrective Action – Health insurance calculations will be reviewed by another member of Human Resources and periodically by the Internal Claims Auditor.

The above change will be made by August 1, 2024. Please let me know if you have questions or concerns.

8. Board Presentations

1. CTE Capital Project Review – LaBella Associates

# MONROE 2 ORLEANS BOCES CTE RENOVATIONS PROJECT UPDATE

**6.12.2024**





A major component of the project includes mock-up workstations for hands on learning and building, for plumbing and electrical concepts in select lab locations.

# WORK BASED LEARNING

## Project Schedule:

- Currently we are in process completing the Construction Documents and NYSED submission documents for this project.
- NYSED Submission: **07.25.2024**
- NYSED Review Que: Currently 26-28 weeks.
- Anticipated Approval: February 15, 2025
- Bidding: March 2025
- Construction: Summer 2025



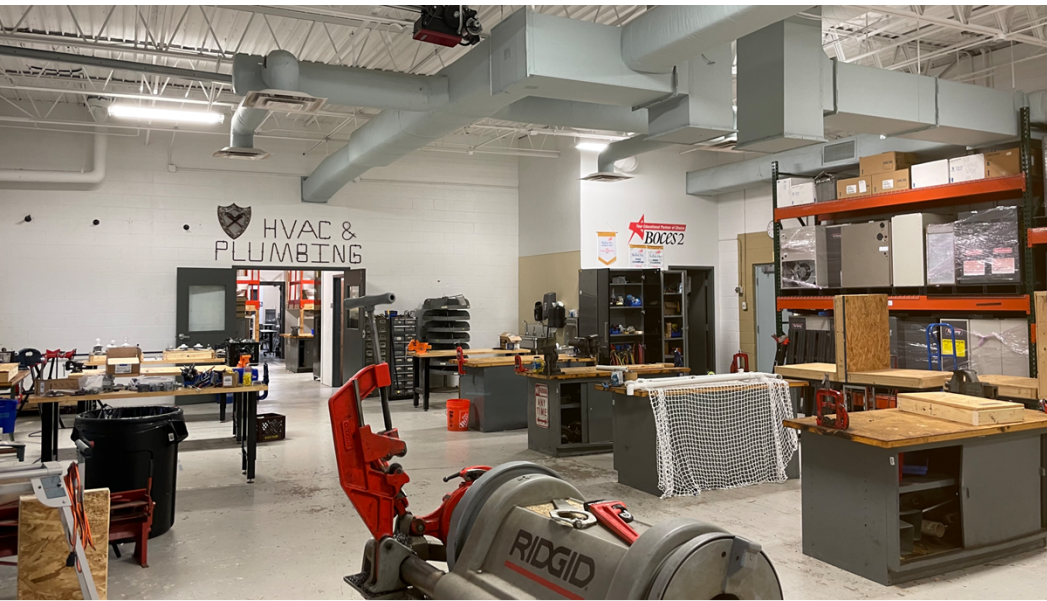


## NEW DUST COLLECTION SYSTEMS

In a few of the wood shops the code required dust collection systems are +15 years old. Part of the scope of work includes 3 new dust collection systems in 3 different shops.







## NORTH BUILDING HVAC LABS

This renovation (left) includes things like new workstations and tables with power and gas where required, additional storage racks, and some new finishes.



## NORTH BUILDING HVAC LABS

Some of the renovations also include work platforms like the photo on the right to facilitate hands on learning.





## CRIMINAL JUSTICE LAB RENOVATION

This renovation includes creating a few specialized classrooms in their current space to accommodate some virtual reality programs they have been using, along with a room to separate their crime scene mock-ups,

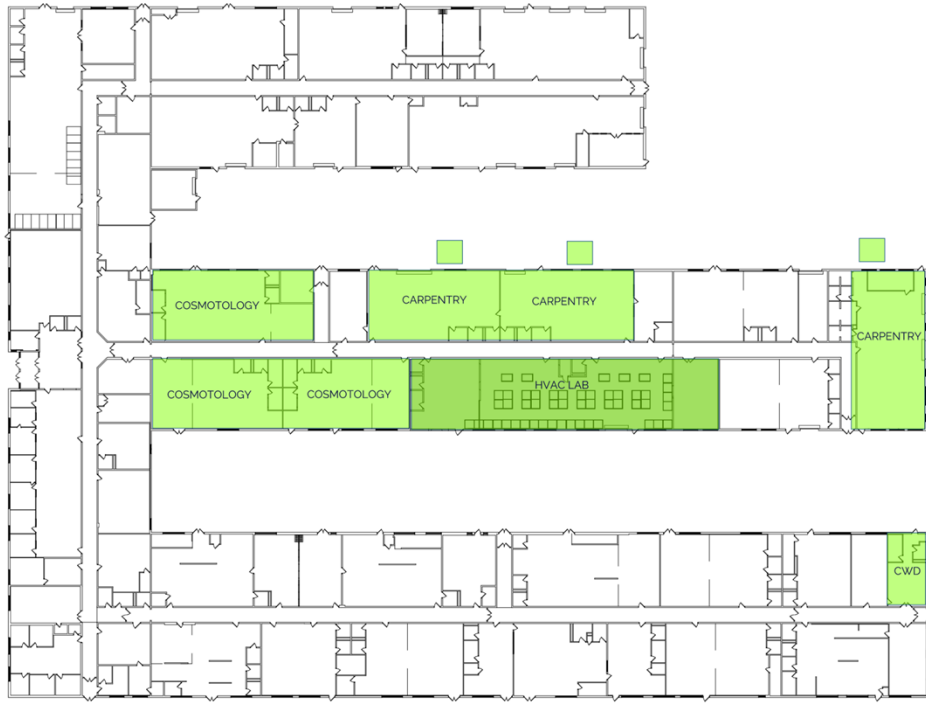


## SOUTH BUILDING HVAC LAB

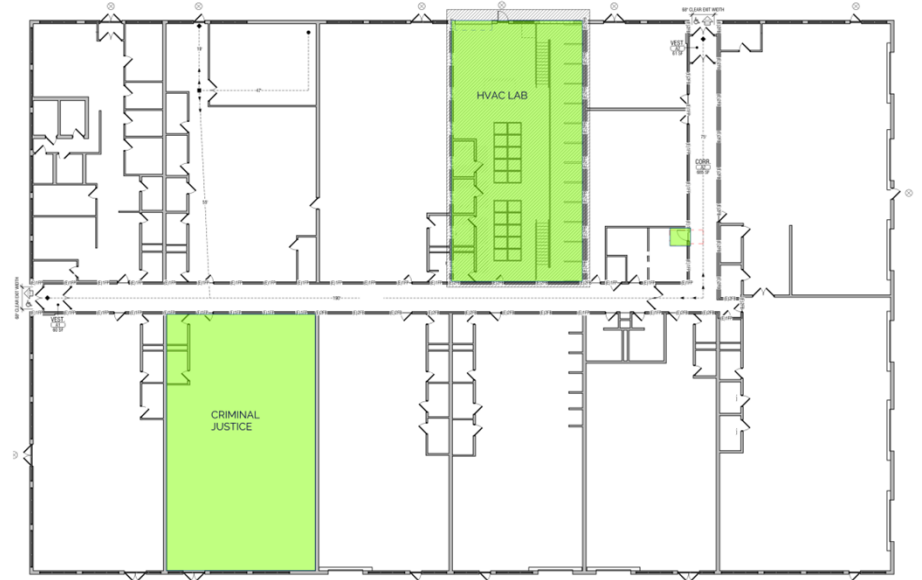
Renovation to the HVAC Lab spaces in the South Building also include Mock-up workspaces for work-based learning.







## NORTH BUILDING WORK AREAS



## SOUTH BUILDING WORK AREAS

### SCOPE OVERVIEW

- Lab Renovations for Curriculum enhancements.
- Cosmetology Ventilation Improvements (Nails)
- New Dust Collection Systems
- Miscellaneous Door Improvements
- Criminal Justice Program Enhancements
- CWD Office Renovation
- RTU replacements in conjunction with dust collectors.

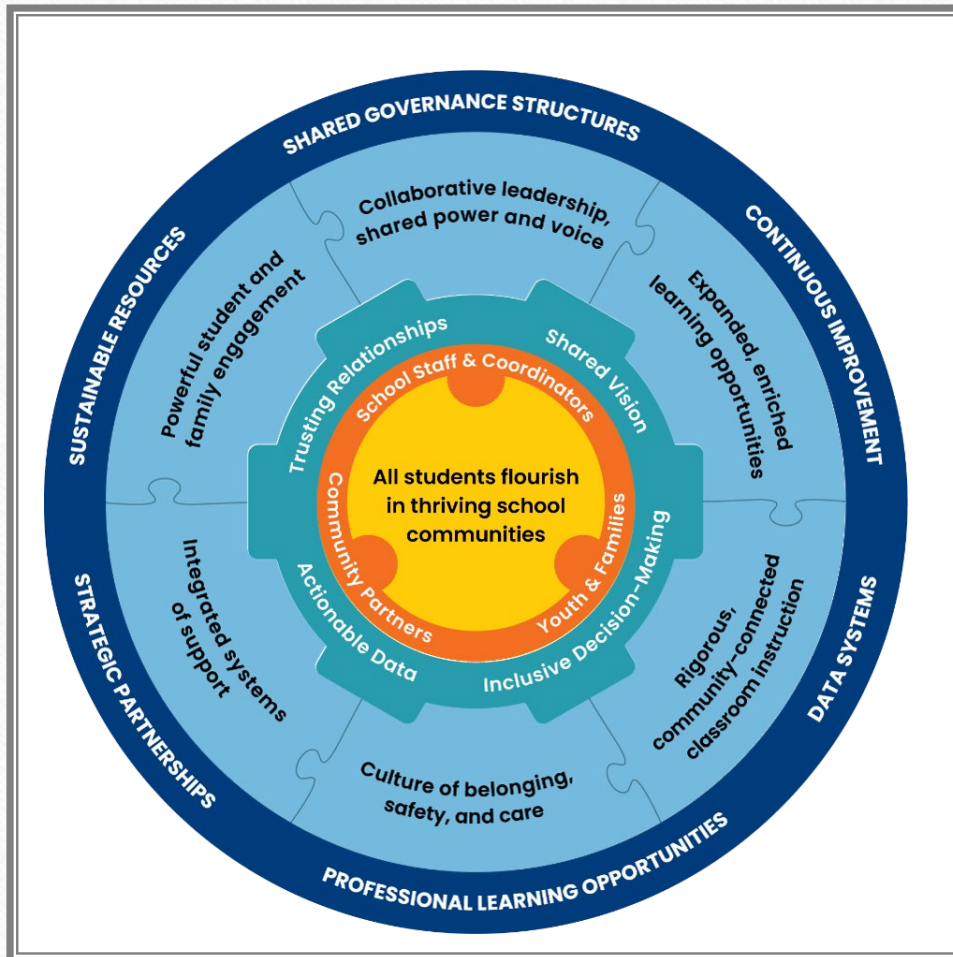
QUESTIONS  
OR  
COMMENTS?

THANK YOU!



8. Board Presentations

2. Community Schools – Assistant Superintendent Tom Schulte





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## Community Schools: A cooperative approach for transformative school improvement



# What is a Community School?



School that implements a strategy for organizing the resources, and voices, of the school and community around student success



# Core Features of a Community School



“Both a place and a set of partnerships”

Graphics and concept from Institute for Educational Leadership-- [www.communityschools.org](http://www.communityschools.org)

## Core Features

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School as community hub

Beyond academics-social and civic role

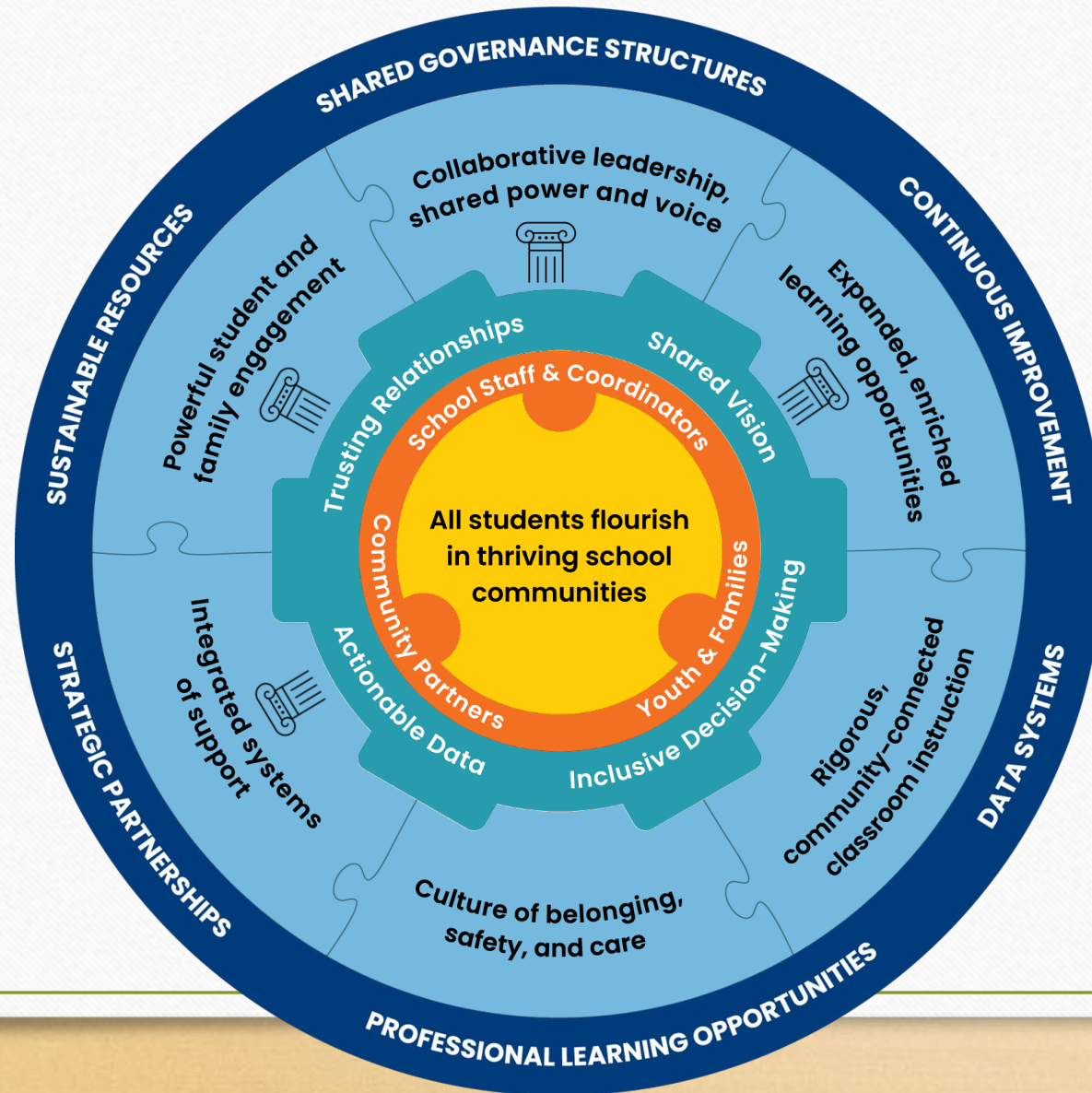
Holistic approach to youth development

Schools dialogue with stakeholders and form community

Opportunity to form and deepen relationships, develop agency and skills, and experience wellness



# Essentials for Community School Transformation



## LEGEND

- Why we do this work
- Who drives this work
- Enabling conditions
- Key practices
- Supportive infrastructure



# Greece CSD

Completing 7<sup>th</sup> year of community schools

For 24-25, will have 13 of 18 schools using the strategy

Meet monthly with Director of CS for planning and support

Assisted in submitting grants to NYS for after-school programming and mental health organizational services and Federal government in health and human services

Co-presented their model at National Community Schools Conference last month

# Gates and East Irondequoit CSD

Both in year 1 of the strategy

EI piloted at the MS

- Expanding to Elementary schools for 24-25

Gates piloting at Armstrong Elementary

Guided needs and assets assessments

- Assisted them in submitting grants to NYS for after-school programming and Federal government in health and human services



# Hilton CSD

- Joining for 24-25 and piloting at Village Elementary School

# Community Schools Coalition of Monroe County

- Cross-sector steering team started in November of 2023
  - Includes Greece CSD, United Way, Delphi Rise, Bivona, Gates-Chili CSD, East Irondequoit CSD, Rochester CSD, Common Ground Health, Children's Institute, Monroe County Public Health, and Center for Youth
  - Full-Scale Launch in October of 2024
  - Objectives
    - Leverage the Community Schools strategy to support all students and families to flourish in thriving communities
    - Coordinate services for equity, effectiveness, and efficiency
    - Share vital information and resources through cross-sector networks
    - Use qualitative and quantitative data to identify strengths and needs in our communities
    - Advocate at local, regional, state, and federal level for supports and resources critical to our children and families
    - Increase understanding of, and commitment to, the Community Schools strategy across Monroe County Districts

## 9. Old Business

10. New Business

1. Resolution to Approve 2024-25 Fair Share Lease Template

FAIRSHARE CLASSROOM LEASE FOR SPACE  
TEMPLATE

THIS AGREEMENT OF LEASE made this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the (Name of District), a municipal corporation with offices at (location), hereinafter referred to as the “Landlord,” and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, MONROE-ORLEANS COUNTIES, hereinafter referred to as “Tenant”;

WITNESSETH:

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

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

1. ASSIGNMENT

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

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

## 2. BREACH OF ONE PROVISION

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

## 3. CHANGES, ALTERATIONS

The Tenant shall take good care of the space at its own cost and expense, make any and all interior cosmetic repairs to the space resulting from its occupancy and/or use, normal wear and tear excepted. 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 agrees to give ten (10) days' notice to Tenant with regard to any contemplated structural changes or modifications of the space.

The Landlord is responsible for making all structural, HVAC, exterior, plumbing, and the like changes and/or repairs. During construction, renovation or the performance of maintenance functions, the Landlord will provide space if needed and security for all Tenant's materials, supplies, and equipment. 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.

## 4. COMPLIANCE WITH LAWS

The Landlord covenants that the leased premises are in compliance with all federal, state and local laws and 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. 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.

#### 5. CONFIDENTIALITY

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

#### 6. CONFLICT OF INTEREST

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

#### 7. CONSTRUCTION/AMENDMENTS

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

#### 8. CONTACT PERSON

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

#### 9. COPIES OF THE LEASE

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

#### 10. DANGEROUS CONDITION

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. A dangerous or defective condition includes damage or injury resulting from snow and ice buildup, and/or melting on sidewalks, and parking lots utilized by Tenant. If the space cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the premises are unusable on the unusable portion of the space. Landlord is responsible to incur costs to repair any and all damaged portions of the building whether 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 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 with providing no less than 72 hours' notice, 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.

### 13. 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.

### 14. EXCLUSIVITY

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

### 15. 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.

### 16. 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.

## 17. HEALTH AND SAFETY

The Landlord will establish and maintain appropriate standards of health and safety inside and outside of the premises 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.

## 18. INDEMNIFICATION

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

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

## 19. 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.

## 20. 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.

BOCES students, if on the premises, are covered by BOCES insurance policy in the event of an injury on the premises.

## 21. 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.

## 22. 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.

## 23. LANDLORD OBLIGATIONS

The Landlord further agrees to provide the following:

- (a) Provide Tenant with outside keys and interior keys as applicable. In the event of loss of keys, the Tenant agrees to inform the Landlord immediately. The Tenant also agrees to pay the cost of replacement of individual keys. If in the judgment of the Landlord and competent police authority the building ought to be re-keyed due to the Tenant's negligence or inadvertence, the Tenant agrees to pay the cost of re-keying for the affected areas of the facility. (The cost of re-keying is not to exceed \$500.00.).
- (b) Snow and ice removal of the parking lots and all exterior areas of the building not limited to roof and sidewalks.
- (c) Trash removal and small or bulk items removed associated with the premises.
- (d) Provide all non-structural common area maintenance costs.
- (e) Maintain fire alarm system and cost associated with such.
- (f) Pay for all heat, water, sewer, electric and all other utilities except telephone.
- (g) Provide adequate parking facilities for Tenant personnel, students and parents near leased space.
- (h) Custodial and janitorial services; landscaping.
- (i) Maintain present fire extinguishers and smoke detectors.
- (j) Comply with and provide legally required safety drills and fire drills.
- (k) Allow Tenant to peaceably and quietly enjoy the premises.

- (l) Pay all county, state, local property and other taxes associated with the real and personal property.
- (m) Provide at no charge Internet access and/or Wi-Fi access.
- (n) Maintain maintenance and mowing of grounds, grasses and flower beds.
- (o) Potable water at the appropriate lead levels.

#### 24. LOGO

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

#### 25. NON-DISCRIMINATION

BOCES does not discriminate on the basis of age, sex, race, color, national origin, disability, creed, marital status, veteran status, sexual orientation, prior criminal offense, domestic violence victim status, or genetic status in its services, employment, programs or activities and provides equal access to the 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.

#### 26. 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.

#### 27. 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.

#### 28. 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.



## 29. 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.

## 30. RENTAL

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

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

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

### 31. SALE OF BUILDING

If the building is placed up for sale or the building is sold during the term of the lease, Tenant will be given a right of first refusal. If Tenant declines to exercise its option to purchase the premises, the Landlord agrees to require the new Landlord to assume all of the terms and conditions of this lease with Tenant for the duration of the lease.

### 32. SPACE

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

### 33. SUBCONTRACTING

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

### 34. TERM

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

### 35. TERMINATION

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

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

### 36. USAGE

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

### 37. USAGE CHANGES

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

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

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

BOARD OF COOPERATIVE EDUCATIONAL SERVICES (Tenant)

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

\_\_\_\_\_ DATE

(LANDLORD)

BY \_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS

\_\_\_\_\_ DATE

10. New Business

2. Resolution to Approve 2024-25 Preschool Classroom Lease Template

PRESCHOOL CLASSROOM LEASE FOR SPACE  
TEMPLATE

THIS AGREEMENT OF LEASE made this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the (Name of District), a municipal corporation with offices at (location), hereinafter referred to as the “Landlord,” and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, MONROE-ORLEANS COUNTIES, hereinafter referred to as “Tenant”;

WITNESSETH:

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

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

1. ASSIGNMENT

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

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

## 2. BREACH OF ONE PROVISION

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

## 3. CHANGES, ALTERATIONS

The Tenant shall take good care of the space at its own cost and expense, make any and all interior cosmetic repairs to the space resulting from its occupancy and/or use, normal wear and tear excepted. 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 agrees to give ten (10) days' notice to Tenant with regard to any contemplated structural changes or modifications of the space.

The Landlord is responsible for making all structural, HVAC, exterior, plumbing, and the like changes and/or repairs. During construction, renovation or the performance of maintenance functions, the Landlord will provide space if needed and security for all Tenant's materials, supplies, and equipment. 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.

## 4. COMPLIANCE WITH LAWS

The Landlord covenants that the leased premises are in compliance with all federal, state and local laws and 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. 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.

#### 5. CONFIDENTIALITY

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

#### 6. CONFLICT OF INTEREST

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

#### 7. CONSTRUCTION/AMENDMENTS

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

#### 8. CONTACT PERSON

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#### 9. COPIES OF THE LEASE

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#### 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 to repair any and all damaged portions of the building whether 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 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 with providing no less than 72 hours' notice, 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.

### 13. 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.

### 14. EXCLUSIVITY

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

### 15. 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.

### 16. 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.

#### 17. HEALTH AND SAFETY

The Landlord will establish and maintain appropriate standards of health and safety inside and outside of the premises 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.

#### 18. INDEMNIFICATION

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

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

#### 19. 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.

## 20. 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.

BOCES students, if on the premises, are covered by BOCES insurance policy in the event of an injury on the premises.

## 21. 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.

## 22. 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.

## 23. LANDLORD OBLIGATIONS

The Landlord further agrees to provide the following:

- (a) Provide Tenant with outside keys and interior keys as applicable. In the event of loss of keys, the Tenant agrees to inform the Landlord immediately. The Tenant also agrees to pay the cost of replacement of individual keys. If in the judgment of the Landlord and competent police authority the building ought to be re-keyed due to the Tenant's negligence or inadvertence, the Tenant agrees to pay the cost of re-keying for the affected areas of the facility. (The cost of re-keying is not to exceed \$500.00.).
- (b) Snow and ice removal of the parking lots and all exterior areas of the building not limited to roof and sidewalks.
- (c) Trash removal and small or bulk items removed associated with the premises.
- (d) Provide all non-structural common area maintenance costs.
- (e) Maintain fire alarm system and cost associated with such.
- (f) Pay for all heat, water, sewer, electric and all other utilities except telephone.
- (g) Provide adequate parking facilities for Tenant personnel, students and parents near leased space.
- (h) Custodial and janitorial services; landscaping.
- (i) Maintain present fire extinguishers and smoke detectors.
- (j) Comply with and provide legally required safety drills and fire drills.
- (k) Allow Tenant to peaceably and quietly enjoy the premises.

- (l) Pay all county, state, local property and other taxes associated with the real and personal property.
- (m) Provide at no charge Internet access and/or Wi-Fi access.
- (n) Maintain maintenance and mowing of grounds, grasses and flower beds.
- (o) Potable water at the appropriate lead levels.

#### 24. LOGO

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

#### 25. NON-DISCRIMINATION

BOCES does not discriminate on the basis of age, sex, race, color, national origin, disability, creed, marital status, veteran status, sexual orientation, prior criminal offense, domestic violence victim status, or genetic status in its services, employment, programs or activities and provides equal access to the 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.

#### 26. 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.

#### 27. 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.

#### 28. 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.

### 29. 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.

### 30. RENTAL

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

### 31. SALE OF BUILDING

If the building is placed up for sale or the building is sold during the term of the lease, Tenant will be given a right of first refusal. If Tenant declines to exercise its option to purchase the premises, the Landlord agrees to require the new Landlord to assume all of the terms and conditions of this lease with Tenant for the duration of the lease.

### 32. SPACE

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

### 33. SUBCONTRACTING

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

### 34. TERM

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

### 35. TERMINATION

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

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

### 36. USAGE

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

### 37. USAGE CHANGES

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

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



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

BOARD OF COOPERATIVE EDUCATIONAL SERVICES (Tenant)

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

(LANDLORD)

BY \_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS  
\_\_\_\_\_  
DATE

10. New Business

3. Resolution to Authorize Funding the Career Technical Education Equipment Reserve Fund up to \$150,000



*Monroe 2–Orleans  
Board of Cooperative Educational Services*

**Jo Anne L. Antonacci, District Superintendent**

**Finance  
Office**

**Steve Roland**  
*Assistant Superintendent  
for Finance and Operations*

Tel: (585) 352-2412

Fax: (585) 352-2756

Email:  
[sroland@monroe2boces.org](mailto:sroland@monroe2boces.org)

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

Resolved, upon the recommendation of the District Superintendent, that the Monroe 2 - Orleans BOCES Board authorizes additional contributions to the previously established Career and Technical Education (CTE) Equipment Reserve Fund up to the amount of \$150,000 from 2023/24 school year expenditures.

10. New Business

4. Resolution to Authorize Funding the Teachers' Retirement Contribution Reserve Sub-Fund up to \$100,000



*Monroe 2–Orleans  
Board of Cooperative Educational Services*

**Jo Anne L. Antonacci, District Superintendent**

**Finance  
Office**

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

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

Resolved, upon the recommendation of the District Superintendent, that the Monroe 2 - Orleans BOCES Board authorizes contributions to the previously established Teachers' Retirement Contribution Reserve Sub-Fund up to the amount of \$100,000 from 2023/24 school year expenditures.

10. New Business

5. Resolution to Authorize Funding the Retirement Contribution Reserve Fund up to \$1,300,000



*Monroe 2–Orleans  
Board of Cooperative Educational Services*

**Jo Anne L. Antonacci, District Superintendent**

**Finance  
Office**

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

**Retirement Contribution Reserve Fund – Authorization to Fund**

Resolved, upon the recommendation of the District Superintendent, that the Monroe 2 - Orleans BOCES Board authorizes additional contributions to the previously established Retirement Contribution Reserve Fund up to the amount of \$1,300,000 from 2023/24 school year expenditures.

10. New Business

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





*Monroe 2-Orleans  
Board of Cooperative Educational Services*

**Jo Anne L. Antoneccl, District Superintendent**

**Finance  
Office**

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

**Insurance Reserve Fund – Authorization to Fund**

Resolved, upon the recommendation of the District Superintendent, that the Monroe 2 - Orleans BOCES Board authorizes additional contributions to the previously established Insurance Reserve Fund up to the amount of \$300,000 from 2023/24 school year expenditures.

10. New Business

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



*Monroe 2-Orleans  
Board of Cooperative Educational Services*

**Jo Anne L. Antonacci, District Superintendent**

**Finance  
Office**

**Steve Roland**  
*Assistant Superintendent  
for Finance and Operations*

Tel: (585) 352-2412

Fax: (585) 352-2756

Email:

[sroland@monroe2boces.org](mailto:sroland@monroe2boces.org)

**Liability Reserve Fund – Authorization to Fund**

Resolved, upon the recommendation of the District Superintendent, that the Monroe 2 - Orleans BOCES Board authorizes additional contributions to the previously established Liability Reserve Fund up to the amount of \$100,000 from 2023/24 school year expenditures.

10. New Business

8. Resolution to Accept Donation from Struck Floors



## GIFTS AND DONATIONS

### Donor Information:

Company or Individual Name: Struck Floors

If Company, Contact Person: Jenn Eberhart

Address: 299 Gillett Rd, Spencerport, NY 14559

Phone Number: 585-352-0450

E-Mail: struckfloors1@aol.com

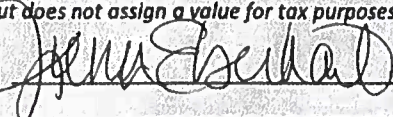
Description of Item(s) to be donated; if additional space is need, please add additional page and check here: ☐  
2 Corian vanity tops with sinks, one 51" x 22" and the other is 43" x 22".

Is Item(s) in Working Condition: yes

If not, please explain:

When can BOCES 2 Staff view the item: M-F 9 am- 3:30 pm

*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: 5/9/24

### To Be Completed By BOCES 2 Staff:

Staff Member Name: Pete Sharpe

Dept: CTE

Phone Ext: 

Name of Staff Member to be notified upon Board Approval: Jill Slavny/Theresa Cortez Supervisor Name and Review: \_\_\_\_\_

### Proposed Use of Donated Item:

Collaborative project between carpentry and HVAC for plumbing and cabinet building.

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

This is material we will not have to purchase.

Board Date: 5/12/24

  
Cabinet Administrator Signature

5/10/2024

Date

  
District Superintendent

5/29/2024

Date

Board Action: Accept ☐

Board Action: Reject ☐

Revised: 2/2017





10 1/2" x 17 1/2"

51 x 22 COSYAN  
41 3/8 B/S





11. Personnel and Staffing

1. Resolution to Approve Personnel and Staffing Agenda



11. Personnel and Staffing

2. Resolution to Certify Lead Evaluator of Teachers

## **RESOLUTION TO CERTIFY LEAD EVALUATOR OF TEACHERS**

WHEREAS, the BOCES Board has been provided evidence that the following individuals have completed training which meets the requirements of 8 NYCRR 30-2.10 and the Monroe 2-Orleans BOCES 2023-2024 State-approved Annual Professional Performance Review Plan for certification as a Lead Evaluator of teachers, therefore

BE IT RESOLVED, that, upon recommendation of the District Superintendent, the following individuals be certified as a Lead Evaluator of teachers:

Maria Katsetos

Kerry Macko

Suzanne Maxim

Sarah Warner

11. Personnel and Staffing

3. Resolution to Certify Lead Evaluator of Principals

## **RESOLUTION TO CERTIFY LEAD EVALUATOR OF PRINCIPALS**

WHEREAS, the BOCES Board has been provided evidence that the following individual has completed training which meets the requirements of 8 NYCRR 30-2.10 and the Monroe 2-Orleans BOCES 2023-2024 State-approved Annual Professional Performance Review Plan for certification as a Lead Evaluator of principals, therefore

BE IT RESOLVED, that, upon recommendation of the District Superintendent, the following individual be certified as a Lead Evaluator of principals:

Kerry Macko

12. Bids/Lease Purchases

1. Resolution to Accept Cooperative Natural Gas Bid
2. Resolution to Accept Capital Project Bid

June 5, 2024

Mr. Steve Roland  
Assistant Superintendent for Finance and  
Administration Monroe 2 Orleans BOCES  
3599 Big Ridge Road  
Spencerport,  
New York 14559

**RE: Letter of Recommendation to Award  
ESC Building Project – Security Improvements  
Project Number 2240286**

Mr. Roland,

On June 4<sup>th</sup>, 2024, at 2:00pm bids for the project noted above were opened and read aloud. Having reviewed the bid proposal with the apparent low bidder, (Kircher Construction) we are confident they understand the intent of the construction documents and believe that they can complete the work in accordance with the documents. We recommend to Monroe 2 Orleans BOCES, that the project be awarded to the contractor in the following amount.

Contractor: Kircher Construction, 3090 Mt. Morris Geneseo Rd., Mt. Morris, NY 14510

Base Bid (Including Allowance): **\$199,000.00**  
Total Award: **\$199,000**

Respectfully submitted,

**LaBella Associates**



Jacob A. Mountain  
Project Manager, Architect

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

**BID RECOMMENDATION**

**COOPERATIVE NATURAL GAS**

Bid #RFB-2091-24 was opened on April 18, 2024, at 2:00 p.m. My recommendation for the award of this contract is as follows:

UGI Energy Services, LLC	SC-5 Accounts
1000 N. River Street, Ste 201	<u>Basis/DT</u>
Rochester, NY 14612	\$0.3280

Bids obtained: 19      Bids returned: 6


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**Analysis for Cooperative Natural Gas Bid**

UGI Energy Services, Inc. has been recommended the award for the basis, or profit, including transportation charges to the local distribution company, RG&E, and for gas supply. The gas supply cost will be market priced.

Funds to be provided from the 2024-25 Operations and Maintenance budget.

May 24 2024  
Date

  
\_\_\_\_\_  
Director of Procurement

13. Executive Officer's Reports

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



14. Committee Reports

1. Labor Relations Committee – no meeting
2. Legislative Committee – no meeting
3. Information Exchange – no meeting

15. Upcoming Meetings/Calendar Events

June 10	7:00 pm	Special Education Moving On Ceremony
June 11	3:30 pm	Retiree Reception (ESC, PDC)
June 12	6:00 pm	Board Meeting (ESC, Board Room)
June 13	6:00 pm	CTE Recognition Ceremony (SUNY Brockport, Special Events Recreation Center)
June 14	6:30 pm	Westside Academy Senior Celebration (ESC, PDC)
June 18	12:30 pm	Project Search Celebration (ESC, PDC)
June 19		Juneteenth Holiday – BOCES Closed
June 24	1:00 pm	Center Based Graduation (ESC, PDC 1&2)
July 4		Holiday – BOCES Closed
July 22	Noon	BOCES Reorganizational Meeting followed by Audit Committee Meeting

## 16. Other Items

17. Executive Session to discuss collective negotiations and the employment history of a particular person(s)

## 18. Adjournment