



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 18, 2025, 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 the employment history of a particular person.

BOARD MEMBERS

Dennis Laba, President
R. Charles Phillips, Vice President
John Abbott
Christa Bowling
Kathleen Dillon

Trina Lorentz
Gerald Maar
Michael May
James Musshafen

AGENDA

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Agenda Item(s) Modifications
4. Approval of Minutes: May 14, 2025, 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 Log (Vicki Amoroso)
 4. Annual Vehicle Inventory
7. Board Presentations
 1. Department for Exceptional Children Director Kerry Macko: Transition Program Overview
 2. LaBella Associates- Kevin Rademacher: RTP Facility
8. Audit Committee
2024-25 Audit Committee Membership Discussion
9. Old Business
10. New Business
 1. Resolution to Approve 2025-26 Fair Share Lease Template
 2. Resolution to Approve 2025-26 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 \$50,000
5. Resolution to Authorize Funding the Retirement Contribution Reserve Fund up to \$1,500,000
6. Resolution to Authorize Funding the Insurance Reserve Fund up to \$400,000
7. Resolution to Authorize Funding the Liability Reserve Fund up to \$200,000
8. Resolution to Approve Spencerport Village Plaza, LLC First Amendment to Lease Agreement
9. Resolution to Accept a Donation from Ramar Steele

11. Personnel and Staffing
 1. Resolution to Approve Personnel and Staffing Agenda
 2. Resolution to Approve Individual Agreements

12. Bids/Lease Purchases
 1. Resolution to Accept Erie 1 BOCES FY 2025-2026 Instructional Technology State-Wide Licensing Agreements

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

14. Committee Reports
 1. District Operations Committee
 2. Legislative Committee
 3. Information Exchange

15. Upcoming Meetings/Calendar Events

June 18	12:30 pm	Project SEARCH Celebration	ESC, PDC
	5:00 pm	Audit Committee Meeting	ESC PDC
	6:00 pm	Board Meeting	ESC PDC
June 19		Juneteenth Holiday - BOCES Closed	
June 24	1:00 pm	Westview Graduation	ESC, PDC
June 26	6:00 pm	CWD HSE Graduation and ESOL Recognition Ceremony	ESC, PDC
July 4		4 th of July Holiday - BOCES Closed	
July 9	5:00	Audit Committee Meeting	ESC Board Room
	6:00 pm	Reorg/Regular Board Meeting	ESC Board Room

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 14, 2025, 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 14, 2025, at 6:00 p.m. at the Richard E. Ten Haken Educational Services Center, 3599 Big Ridge Road, Spencerport, New York 14559

Members Present

Dennis Laba, President

R. Charles Phillips, Vice-President

Kathy Dillon

Trina Lorentz

Gerald Maar

Michael May

James Musshafen

Absent: John Abbott, Christa Bowling

Staff Present

Karen Brown

Ian Hildreth

Marijo Pearson

Linda Rice

Steve Roland

Thomas Schulte

Jill Slavny

Lynda VanCoske

Guests: Lisa Bayer, Amy Piatek, Francesca Surace, Danielle Sleper, Mackenzie Hoven, Paul Yockel, Krystal Eichas, Toni Gagnier, Karrie Schaubert, Michele Juzwiak, Chris Gold, Kaylen O'Brien, Megan Knopp, Christine Pisaturo-Pursel, Amy Glass, Emma Glass, Katie Carmina

1. The meeting was called to order by President Laba at 6:00 pm.
2. Pledge of Allegiance
3. Agenda Modification - there were no agenda modifications
4. Approval of Minutes
Resolved: To Approve the Minutes of the April 23, 2025, Regular Meeting
Moved by G. Maar, seconded by J. Musshafen; passed unanimously
5. Public Interaction
6. Financial Reports
 1. Resolved: To Accept the Treasurer's Report as presented
Moved by K. Dillon, seconded by G. Maar; passed unanimously
 2. Resolved: To Accept the Win Cap Reports as presented
Moved by M. May, seconded by K. Dillon; passed unanimously
7. Board Presentation – BOCES 4 Science Director Steve Montemarano and Lisa Zezner provided a program and budget update to the board.
8. Old Business – There was no old business
9. New Business
 1. Resolved: To Waive the Second Reading and Approve Various Annual Policies

Moved by M. May, seconded by K. Dillon; passed unanimously; Lynda VanCoske then left the meeting.

2. Resolved: To Adopt 2025-2026 Proposed Adopted Budget
Moved by G. Maar, seconded by M. May; passed unanimously
3. Resolved: To Approve Chili Paul Complex, LLC Lease Extension
Moved by M. May, seconded by J. Musshafen; passed unanimously
4. Resolved: To Approve 2025-2026 Chemical Hygiene Plan
Moved by G. Maar, seconded by K. Dillon; passed unanimously
5. Resolved: To Accept Donation of Various Tools and Instruments by Mr. Robert Ranaletta
Moved by M. May, seconded by T. Lorentz; passed unanimously

10. Personnel and Staffing

1. Resolved: To Approve the Personnel and Staffing Agenda as presented
Moved by G. Maar, seconded by T. Lorentz; passed unanimously

11. Bids/Lease Purchases

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

1. Capital Project Bids

General Trades Contract #01

Kircher Construction

3090 Mt. Morris Geneseo Rd. Mount Morris NY 14510

Total Base Bid: \$1,219,000

Total Proposed Contract Amount: \$1,219,000

Mechanical Contract #02

Pipitone Enterprises, LLC 25 East Buffalo Street

PO BOX 354

Churchville NY 14428

Total Base Bid: \$1,265,000

Total Proposed Contract Amount: \$1,265,000

Electrical Contract #03

Erie Electric

56 Locust Hill Drive Rochester, NY 14618

Total Base Bid: \$ 583,000

Total Proposed Contract Amount: \$ 583,000

Plumbing Contract #104

Thurston Dudek 291 David Parkway

Ontario NY 14519

Total Base Bid: \$ 147,800

Total Proposed Contract Amount: \$ 147,800

Total Proposed Contracts Awarded: \$3,214,800

2. COOPERATIVE PEST CONTROL SERVICES
Bid #RFB-2125-25

Optimum Pest Pros LLC. \$12,000.00

3. COOPERATIVE SCHOOL LUNCH PAPER AND PLASTIC SUPPLIES
Bid# RFB-2108-25

Imperial Bag Paper Co. LLC \$256.42
 (Regional Distributors)

4. WHEREAS, It is the plan of a number of BOCES districts in New York, to consent to jointly enter into an agreement for the 2025-2026 fiscal year for Air Tutors, BookNook Inc., Brainfuse Inc., Connections Education LLC dba Pearson Virtual Schools, Desire2 Learn, Edmentum, eDoctrina, Educere, Florida Virtual School, Focal Point, Focus Care, Fuel Education, Fullmind Education, Imagine Learning, Instructure, Kaltura, MGRM Pinnacle, My VR Spot, Panapto, Paper Education America, PowerSchool, Remind 101 Inc., Right Reason, Spider Learning, Tutor Me Education, Varsity Tutors for Schools, and,

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.

Items 11.1-11.4 were moved together by J. Musshafen; seconded by K. Dillon; passed unanimously

12. Executive Officer's Report

District Superintendent Tom Putnam was not in attendance and the board was provided updates in a memo on May 9, 2025. Those updates included:

- BOCES 2 hosted the Regional ACT Work Ready Communities Educator Summit in our PD Center on April 24th.
- April 25 – Dr. Putnam met with our Related Services Department Chairs.
- Jon Koeng and Dr. Putnam attended the ACT Community Champions Event to celebrate

businesses that partner with school districts and BOCES. (May 2)

- Attended the amazing Spring Dinner Dance hosted by Exceptional Children on May 2nd.
- On May 7th Dr. Putnam met with our teacher union reps from across BOCES 2
- On May 6 and 7 we hosted focus groups for members of Exceptional Children and CTE to gain insight into our potential construction project at RTP. These meetings were led by designers from LaBella, our architecture firm.
- BOCES 2 hosted the annual Outstanding Senior Recognition Dinner here in our PD center. This event celebrates an outstanding senior from every high school within Monroe 1, Monroe 2, and the RCSD. Students attended with 2 family members and celebrated with their district's superintendent.
- On May 8th BOCES 2 staff members attended the GVASCD Award Banquet where incredible people were honored ... including our very own John Abbott.

13. Committee Reports

1. District Operations Committee – John Abbott, Kathleen Dillon
2. Legislative Committee – Kathleen Dillon, Dennis Laba
3. Information Exchange Committee – Jim Musshafen, Trina Lorentz

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

15. Other Items –

At 6:39 pm, K. Dillon made a motion to adjourn the meeting to executive session to discuss bargaining unit contract negotiations; seconded by G. Maar passed unanimously

Respectfully Submitted



Kelly Mutschler
Clerk of the Board

16. Executive Session

Members Present

Dennis Laba, President
R. Charles Phillips, Vice- President
Kathleen Dillon
Christa Bowling

Trina Lorentz
Gerald Maar
Michael May
James Musshafen

Others present: Karen Brown, Steve Roland

At 7:02pm, a motion was made by K. Dillon, seconded by M. May to come out of Executive Session; passed unanimously.

Be it so hereby resolved that:

1. The Board approves a salary increase of 4.5% for the Classified Staff for the period of July 1, 2025 – June 30, 2026;

2. The Board approves the following changes to Classified Staff health insurance:
Staff hired prior to July 1, 2010:
Effective January 1, 2026: Blue Point 2 Value with a staff contribution rate of 13%
Staff hired July 1, 2010 or after:
Effective January 1, 2026: Blue Point 2 Value with a staff contribution rate of 19%;
3. The Board approves a salary increase of 3.0% for those tutors who worked between 200 and 549 hours during the 2024-2025 school year.

Moved by C. Phillips; seconded by G. Maar; motion carried 6 – 1.

17. Adjournment

At 7:03 pm, a motion was made by K. Dillon, to adjourn the meeting, seconded by C. Phillips; passed unanimously.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Steve Roland', is written over a horizontal line.

Steve Roland, Assistant Superintendent for Finance and Operation., 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 Log (Vicki Amoroso)
4. Annual Vehicle Inventory

Monroe 2 - Orleans BOCES

Treasurer's Report

Period Ending April 30, 2025

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

23,214,026.55

62,001.06
12,870,997.49
114,380.39
-
1,792.80
489,241.76
94,779.99

13,633,193.49

13,633,193.49

3,564,838.15
7,203,093.68
-
1,906.15

10,769,837.98

(10,769,837.98)

26,077,382.06

GENERAL FUND CHECKING	10,130,480.30
GENERAL FUND CLASS	10,266,088.59
PAYROLL CHECKING	151,016.89
DENTAL/FSA ACCOUNT CASH	164,426.33
GENERAL FUND CD	1,010,320.13
CASH- LIABILITY RESERVE	539,966.86
CASH- UNEMPLOYMENT RES	223,995.29
CASH- CTE RESERVE	69,387.69
CASH - INSURANCE RESERVE	332,272.72
TREASURY INVESTMENTS	3,189,427.26
	26,077,382.06

SPECIAL AID FUND

1,077,625.73

147.53
-
-
-
434,683.32
-
57,500.00

492,330.85

492,330.85

1,225.00
112,548.07
489,241.76
161.53

603,176.36

(603,176.36)

966,780.22

SPECIAL AID CHKG - CHASE	966,780.22
SPECIAL AID CHKG - M&T	-

966,780.22

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**

220,423.28

360.87

-

-

-

-

360.87

360.87

-

-

-

-

-

-

220,784.15

B4 SCIENCE

144,109.10

GIFT FUND SAVINGS

76,675.05

220,784.15

CAPITAL FUND

4,399,951.23

8,322.53

-

-

-

-

8,322.53

8,322.53

-

-

-

-

-

-

4,408,273.76

CAPITAL FUND CHECKING

645,446.27

CAPITAL FUND INVESTMENTS

3,762,827.49

4,408,273.76

----- CUSTODIAL FUNDS -----					
	Rochester Area School Health Plan I	Rochester Area School Health Plan II	Rochester Area School Workers' Comp Plan	Wayne Finger Lakes Workers' Comp Plan	TOTAL CUSTODIAL
BEGINNING CASH ON HAND	18,222,731.08	135,702,861.11	43,457,183.84	313,496.73	197,696,272.76
RECEIPTS:					
Interest Earned	30,532.34	699,206.16	64,033.53	-	
Contributions	1,548,084.00	22,236,449.92	1,203,860.50	186,503.27	
Miscellaneous Funds	766,202.31	-	29,175.25	31,966.68	
TOTAL RECEIPTS	2,344,818.65	22,935,656.08	1,297,069.28	218,469.95	26,796,013.96
DISBURSEMENTS					
Claims	1,623,166.76	28,172,356.31	482,258.34	247,209.49	
Admin and Other Disbursements	93,435.85	774,124.54	89,175.49	-	
TOTAL DISBURSEMENTS	1,716,602.61	28,946,480.85	571,433.83	247,209.49	(31,481,726.78)
ENDING CASH ON HAND:	18,850,947.12	129,692,036.34	44,182,819.29	284,757.19	193,010,559.94
RASHP I CHECKING	4,371,945.11				4,371,945.11
RASHP I SAVINGS / INVESTMENTS	7,083,136.43				7,083,136.43
RASHP II CHECKING		7,465,481.29			7,465,481.29
RASHP II SAVINGS / INVESTMENTS		71,558,146.32			71,558,146.32
RASWC CHECKING			3,496,352.99		3,496,352.99
RASWC SAVINGS / INVESTMENTS			24,010,126.32		24,010,126.32
WFL WC CHECKING				284,757.19	284,757.19
TREASURY INVESTMENTS	7,395,865.58	50,668,408.73	16,676,339.98		74,740,614.29
TOTAL CASH	18,850,947.12	129,692,036.34	44,182,819.29	284,757.19	193,010,559.94

Collateral Analysis	M&T Bank	Five Star Bank	Chase Bank
Bank Totals	17,990,004.57	79,799,458.37	12,963,525.01
<i>Collateral:</i>			
FDIC	500,000.00	250,000.00	250,000.00
Additional FDIC through CD Option	-	63,001,400.89	-
Collateral held by Bank	-	-	13,172,815.05
Collateral held by Third Party	17,941,220.38	16,943,933.83	-
	18,441,220.38	80,195,334.72	13,422,815.05
Over / (Under) Collateralized	451,215.81	395,876.35	459,290.04

Treasurer's Notes:

This is to certify that I have received these balances:

Kelly Mutscher
District Clerk

6/6/2025
Date

St. J. P. R.
Assistant Superintendent for Finance and Operations

5/15/25
Date

Jon Y. Falbot
Treasurer

5/14/25
Date

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 05/31/2025

Fiscal Year: 2025**Fund: A GENERAL FUND**

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
0 Administration							
100 SALARIES		1,387,279.00	91,400.00	1,478,679.00	1,348,692.90	106,161.56	23,824.54
200 EQUIPMENT		17,550.00	30,909.15	48,459.15	28,306.35	14,359.80	5,793.00
300 SUPPLIES		16,000.00	3,734.60	19,734.60	10,631.99	7,538.48	1,564.13
400 CONTRACTUAL		437,725.00	289,809.30	727,534.30	467,385.06	215,965.20	44,184.04
470 Rental of Facilities		2,511,205.00	0.00	2,511,205.00	2,020,121.07	167,027.11	324,056.82
490 SCH DIST AND OTHER BOCES		0.00	0.00	0.00	109.39	0.00	-109.39
700 INTEREST ON REVENUE NOTES		4,000.00	0.00	4,000.00	0.00	0.00	4,000.00
800 EMPLOYEE BENEFITS		727,275.00	-47,617.90	679,657.10	597,505.64	86,468.60	-4,317.14
899 Oth Post Retirement Benft		5,879,846.00	-231,725.00	5,648,121.00	3,537,279.44	0.00	2,110,841.56
910 TRANSFER TO CAPITAL FUND		1,042,000.00	0.00	1,042,000.00	1,042,000.00	0.00	0.00
950 TRANSFER FROM O & M		77,143.00	0.00	77,143.00	77,143.00	0.00	0.00
960 TRANSFER CHARGE		286,994.00	10,673.88	297,667.88	297,667.88	0.00	0.00
Subtotal of 0 Administration		12,387,017.00	147,184.03	12,534,201.03	9,426,842.72	597,520.75	2,509,837.56
1 Career Education							
100 SALARIES		5,727,955.00	-91,597.67	5,636,357.33	4,612,063.12	964,756.96	59,537.25
200 EQUIPMENT		185,000.00	35,081.28	220,081.28	162,976.46	26,643.44	30,461.38
300 SUPPLIES		537,000.00	240,608.19	777,608.19	677,906.41	66,156.05	33,545.73
400 CONTRACTUAL		480,750.00	336,859.24	817,609.24	633,697.20	159,605.02	24,307.02
800 EMPLOYEE BENEFITS		2,896,908.00	-351,493.44	2,545,414.56	2,037,667.23	450,357.81	57,389.52
950 TRANSFER FROM O & M		1,619,762.00	0.00	1,619,762.00	1,619,762.00	0.00	0.00
960 TRANSFER CHARGE		813,648.00	-27,868.45	785,779.55	785,779.55	0.00	0.00
970 TR CREDs FR SERVICE PROGR		0.00	-4,200.66	-4,200.66	-4,200.66	0.00	0.00
990 TRANS CREDs FR OTHER FUND		-1,000.00	-1,875.00	-2,875.00	-2,875.00	0.00	0.00
Subtotal of 1 Career Education		12,260,023.00	135,513.49	12,395,536.49	10,522,776.31	1,667,519.28	205,240.90
2 Special Education							
100 SALARIES		7,056,901.00	26,563.00	7,083,464.00	4,975,888.10	1,067,439.02	1,040,136.88
200 EQUIPMENT		103,409.00	134,722.67	238,131.67	144,778.47	62,257.38	31,095.82
300 SUPPLIES		75,676.00	76,094.03	151,770.03	105,584.02	21,387.14	24,798.87
400 CONTRACTUAL		918,272.00	-32,372.40	885,899.60	466,431.97	172,911.03	246,556.60
490 SCH DIST AND OTHER BOCES		6,176,266.11	3,083,602.37	9,259,868.48	7,975,680.29	0.00	1,284,188.19
800 EMPLOYEE BENEFITS		4,200,719.00	-13,469.00	4,187,250.00	3,848,477.33	81,659.06	257,113.61
950 TRANSFER FROM O & M		621,693.00	0.00	621,693.00	621,693.00	0.00	0.00
960 TRANSFER CHARGE		18,955,785.00	61,711.12	19,017,496.12	19,017,496.12	0.00	0.00
970 TR CREDs FR SERVICE PROGR		0.00	-62,851.50	-62,851.50	-62,851.50	0.00	0.00
Subtotal of 2 Special Education		38,108,721.11	3,274,000.29	41,382,721.40	37,093,177.80	1,405,653.63	2,883,889.97
3 Itinerent Services							
100 SALARIES		12,087,501.00	-458,373.90	11,629,127.10	8,180,697.72	1,820,371.65	1,628,057.73
200 EQUIPMENT		97,483.00	1,261.00	98,744.00	67,877.28	529.15	30,337.57
300 SUPPLIES		60,905.00	-607.00	60,298.00	35,789.92	8,337.05	16,171.03

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 05/31/2025

Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
400 CONTRACTUAL		1,947,533.10	-780,897.16	1,166,635.94	697,540.37	181,200.66	287,894.91
490 SCH DIST AND OTHER BOCES		117,683.41	73,830.41	191,513.82	79,411.67	0.00	112,102.15
800 EMPLOYEE BENEFITS		6,662,013.00	63,303.52	6,725,316.52	5,772,755.83	153,682.78	798,877.91
950 TRANSFER FROM O & M		5,131.00	0.00	5,131.00	5,131.00	0.00	0.00
960 TRANSFER CHARGE		1,841,165.00	4,112.57	1,845,277.57	1,845,277.57	0.00	0.00
970 TR CREDITS FR SERVICE PROGR		-13,604,606.00	62,134.00	-13,542,472.00	-13,542,472.00	0.00	0.00
Subtotal of 3 Itinerent Services		9,214,808.51	-1,035,236.56	8,179,571.95	3,142,009.36	2,164,121.29	2,873,441.30
4 General Instruction							
100 SALARIES		2,083,021.00	111,860.33	2,194,881.33	1,965,713.63	157,410.71	71,756.99
200 EQUIPMENT		5,500.00	30,759.04	36,259.04	3,604.97	17,607.40	15,046.67
300 SUPPLIES		15,463.00	8,188.67	23,651.67	8,016.63	7,897.36	7,737.68
400 CONTRACTUAL		3,381,794.13	-276,488.91	3,105,305.22	2,071,721.74	696,412.70	337,170.78
490 SCH DIST AND OTHER BOCES		406,373.88	1,138,846.24	1,545,220.12	1,253,996.36	0.00	291,223.76
800 EMPLOYEE BENEFITS		799,690.00	-19,366.57	780,323.43	627,232.71	84,560.33	68,530.39
950 TRANSFER FROM O & M		172,834.00	0.00	172,834.00	172,834.00	0.00	0.00
960 TRANSFER CHARGE		232,418.00	5,279.52	237,697.52	237,697.52	0.00	0.00
970 TR CREDITS FR SERVICE PROGR		-51,930.00	0.00	-51,930.00	-51,930.00	0.00	0.00
990 TRANS CREDITS FR OTHER FUND		-3,020.00	0.00	-3,020.00	-3,020.00	0.00	0.00
Subtotal of 4 General Instruction		7,042,144.01	999,078.32	8,041,222.33	6,285,867.56	963,888.50	791,466.27
5 Instruction Support							
100 SALARIES		6,685,608.00	60,417.60	6,746,025.60	5,481,856.44	791,832.00	472,337.16
200 EQUIPMENT		5,764,269.00	4,741,257.48	10,505,526.48	4,882,152.61	4,937,444.17	685,929.70
300 SUPPLIES		1,092,101.00	388,751.97	1,480,852.97	1,171,767.14	195,242.62	113,843.21
400 CONTRACTUAL		9,923,953.00	1,125,171.22	11,049,124.22	7,863,508.30	1,213,697.23	1,971,918.69
490 SCH DIST AND OTHER BOCES		1,160,114.79	240,777.07	1,400,891.86	1,195,722.49	0.00	205,169.37
800 EMPLOYEE BENEFITS		3,307,756.00	-12,204.05	3,295,551.95	2,732,279.08	367,956.40	195,316.47
950 TRANSFER FROM O & M		927,153.00	-3,877.00	923,276.00	923,276.00	0.00	0.00
960 TRANSFER CHARGE		1,200,907.00	18,758.20	1,219,665.20	1,219,665.20	0.00	0.00
970 TR CREDITS FR SERVICE PROGR		-3,100,986.00	-67,958.07	-3,168,944.07	-3,168,944.07	0.00	0.00
990 TRANS CREDITS FR OTHER FUND		-60,243.00	13,423.94	-46,819.06	-46,819.06	0.00	0.00
Subtotal of 5 Instruction Support		26,900,632.79	6,504,518.36	33,405,151.15	22,254,464.13	7,506,172.42	3,644,514.60
6 Other Services							
100 SALARIES		2,700,846.00	-80,790.00	2,620,056.00	2,396,444.82	206,126.03	17,485.15
200 EQUIPMENT		490,809.00	615,303.72	1,106,112.72	376,261.69	645,075.93	84,775.10
300 SUPPLIES		37,305.00	8,341.66	45,646.66	19,958.36	4,516.83	21,171.47
400 CONTRACTUAL		4,066,506.00	457,210.10	4,523,716.10	3,243,872.36	764,136.26	515,707.48
490 SCH DIST AND OTHER BOCES		4,848,795.35	8,486,609.84	13,335,405.19	12,260,691.30	0.00	1,074,713.89
800 EMPLOYEE BENEFITS		1,209,480.00	-46,871.92	1,162,608.08	1,012,848.55	162,964.64	-13,205.11
950 TRANSFER FROM O & M		138,874.00	0.00	138,874.00	138,874.00	0.00	0.00
960 TRANSFER CHARGE		137,086.00	4,998.38	142,084.38	142,084.38	0.00	0.00

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 05/31/2025

Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
970 TR CRED\$ FR SERVICE PROGR		-2,094,768.00	-53,679.45	-2,148,447.45	-2,148,447.45	0.00	0.00
990 TRANS CRED\$ FR OTHER FUND		-85,766.00	23,432.97	-62,333.03	-61,933.03	0.00	-400.00
Subtotal of 6 Other Services		11,449,167.35	9,414,555.30	20,863,722.65	17,380,654.98	1,782,819.69	1,700,247.98
7 Undefined							
100 SALARIES		4,519,788.00	-161,959.58	4,357,828.42	3,973,995.19	366,656.04	17,177.19
200 EQUIPMENT		70,573.00	181,819.62	252,392.62	151,082.61	3,912.67	97,397.34
300 SUPPLIES		250,268.00	7,496.92	257,764.92	216,950.57	30,755.03	10,059.32
400 CONTRACTUAL		2,175,769.00	246,142.83	2,421,911.83	1,800,164.41	484,348.62	137,398.80
800 EMPLOYEE BENEFITS		2,293,140.00	-322,390.25	1,970,749.75	-1,367,833.57	1,797,018.48	1,541,564.84
950 TRANSFER FROM O & M		722,419.00	0.00	722,419.00	722,419.00	0.00	0.00
960 TRANSFER CHARGE		1,657,616.00	48,890.46	1,706,506.46	1,706,506.46	0.00	0.00
970 TR CRED\$ FR SERVICE PROGR		-10,558,338.00	3,877.00	-10,554,461.00	-10,554,461.00	0.00	0.00
990 TRANS CRED\$ FR OTHER FUND		-1,131,235.00	-3,877.00	-1,135,112.00	-1,135,112.00	0.00	0.00
Subtotal of 7 Undefined		0.00	0.00	0.00	-4,486,288.33	2,682,690.84	1,803,597.49
Total GENERAL FUND		117,362,513.77	19,439,613.23	136,802,127.00	101,619,504.53	18,770,386.40	16,412,236.07

MONROE 2 - ORLEANS BOCES

Revenue Status Report As Of: 05/31/2025

Fiscal Year: 2025

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
0 Administration			12,387,017.00	147,184.03	12,534,201.03	12,286,021.34	628,914.35	527,918.69
1 Career Education			12,260,023.00	143,654.72	12,403,677.72	12,329,654.71	0.00	3,978.98
2 Special Education			38,040,106.11	3,831,280.60	41,871,386.71	38,554,639.13	3,270,201.97	267,558.78
3 Itinerent Services			9,283,423.51	-465,539.06	8,817,884.45	7,841,843.89	1,075,270.34	99,429.78
4 General Instruction			7,042,144.01	908,521.09	7,950,665.10	7,784,341.41	213,451.24	47,127.55
5 Instruction Support			26,900,632.79	6,720,321.32	33,620,954.11	30,546,644.67	1,424,980.69	133,665.71
6 Other Services			11,449,167.35	9,473,499.72	20,922,667.07	21,394,947.68	95,777.47	671,389.99
Total GENERAL FUND			117,362,513.77	20,758,922.42	138,121,436.19	130,738,092.83	6,708,596.06	1,751,069.48

* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

These are estimates to balance the budget

Vehicle Inventory - Policy 4520				
2024/25 School Year				
Year	Dept	Make	Class	Cost
2020	Admin	GMC	SUV	\$43,441
2011	B4S	Dodge	Van	\$22,445
2025	B4S	Ford	Van	\$67,750
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
2018	CWD	Blue Bird	Bus	\$5,000
2018	CWD	Blue Bird	Bus	\$5,000
2004	O&M	Chevy	Van	\$20,038
2010	O&M	Chevy	Van	\$16,618
2010	O&M	Ford	Pickup Truck	\$25,000
2011	O&M	Chevy	Van	\$19,075
2011	O&M	Ford	Van	\$20,096
2011	O&M	Ford	Van	\$20,258
2011	O&M	Dodge	Van	\$22,445
2013	O&M	Ford	Van	\$20,267
2015	O&M	Dodge	Van	\$20,955
2016	O&M	Ford	Pickup Truck	\$28,924
2019	O&M	Ford	Pickup Truck	\$40,510
2022	O&M	Ram	Pickup Truck	\$40,205
2025	O&M	Ford	Pickup Truck	\$63,116
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
2013	Special Ed	Dodge	Van	\$22,958
2014	Special Ed	Dodge	Van	\$20,974
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
2023	Special Ed	Ford	Van	\$38,817
2023	Special Ed	Ford	Van	\$46,035
2024	Special Ed	Chrysler	Van	\$45,207
			37	\$1,158,847

7. Board Presentations –
 1. Department for Exceptional Children
Director Kerry Macko: Transition Program Overview
 2. LaBella Associates, Kevin Rademacher: RTP Facility
(Presentation slides will be brought in at the meeting)

TRANSITION PROGRAMMING

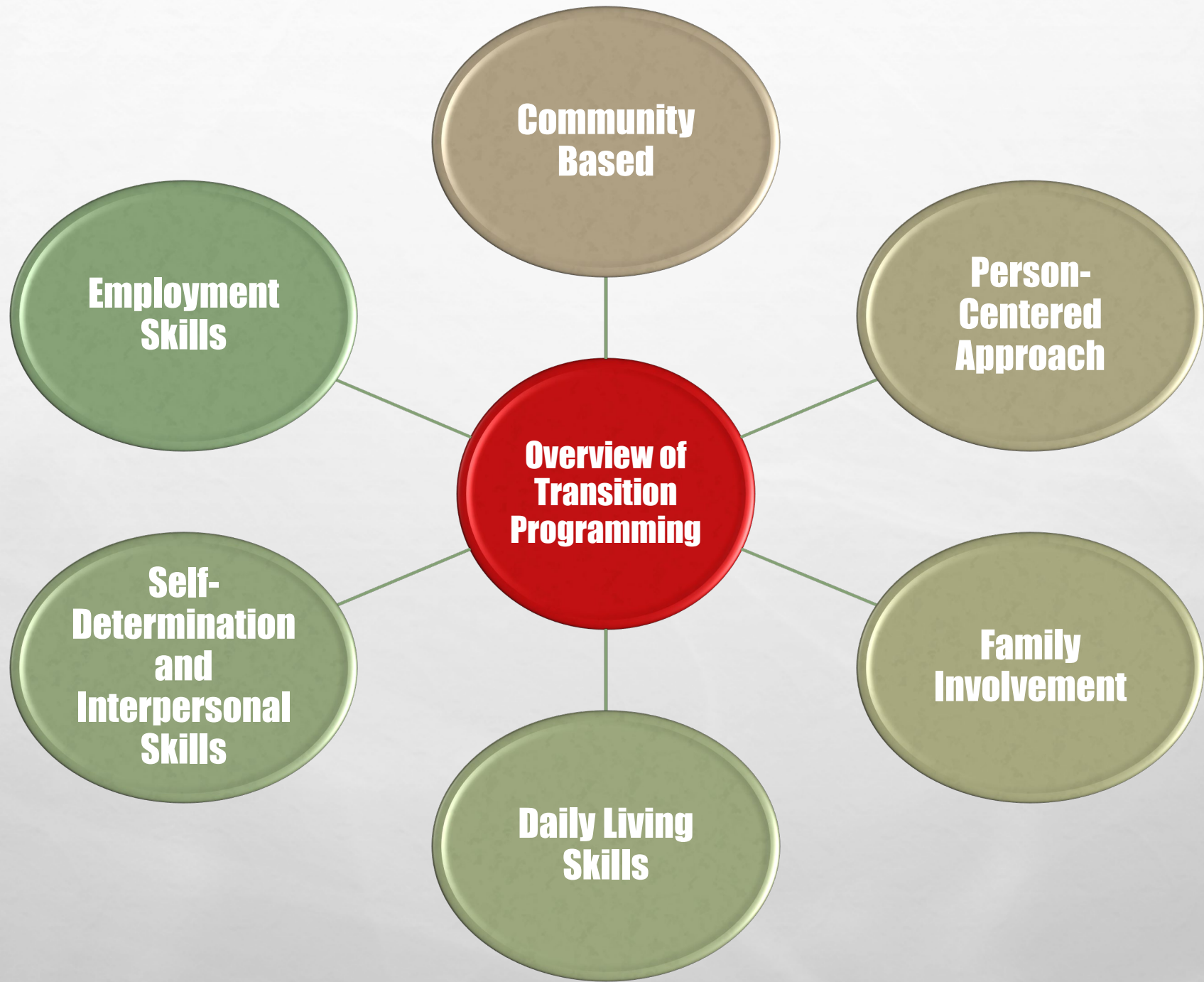
DEPARTMENT FOR EXCEPTIONAL CHILDREN
MONROE 2-ORLEANS BOCES

Kerry Macko, Director
Maria Katsetos, Supervisor
David Liesegang, Supervisor



MISSION STATEMENT

THE TRANSITION PROGRAM IS FOR STUDENTS WITH DISABILITIES, GENERALLY AGED 18-22, WHO HAVE NOT YET EARNED THEIR EXITING CREDENTIAL OR DIPLOMA. IT PROVIDES COMMUNITY-BASED LEARNING EXPERIENCES USING A PERSON-CENTERED APPROACH, SO THAT EACH STUDENT MAY MAXIMIZE THEIR INDIVIDUAL POTENTIAL. THIS PROGRAM UTILIZES COMMUNITY RESOURCES, DESIGNED TO HELP STUDENTS DEVELOP FUNCTIONAL LIFE AND WORK SKILLS AND PROMOTE A HEALTHY LIFESTYLE. OUR GOAL IS TO HELP ALL OF OUR STUDENTS BE, TO THE FULLEST EXTENT POSSIBLE, SELF-ADVOCATING, INDEPENDENT, SELF-DETERMINING AND CONTRIBUTING MEMBERS OF SOCIETY.



COMPONENTS OF TRANSITION

Foundational Skills for Life

Civil Responsibilities

Responsible Decision-Making

Self-Management

Self-Awareness & Self-Advocacy

Relationship Skills & Social Awareness



Literacy Skills for Life

Writing

Reading

Digital Literacy

Speaking and Listening



LITERACY

Math Skills for Life

Money

Time

Measurement

TRANSITION PROGRAMS AT BOCES 2

**Village
Plaza 1**

**Village
Plaza 2**

Paul Road

**Roberts
Wesleyan**

**BELL
Program**

**Project
Search**



COMMUNITY EXPERIENCES



CAREER READINESS PROGRAMS

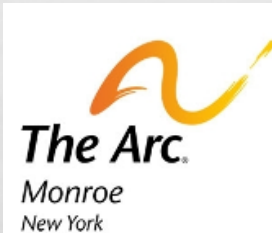
**Community and
Career Readiness
(CCR)**

**Community and
Transition Readiness
(CTR)**

**Work-Based
Learning
(WBL)**



PARTNERSHIPS





THANK YOU!



8. Audit Committee
2024-25 Audit Committee Membership Discussion

9. Old Business

10. New Business

1. Resolution to Approve 2025-26 Fair Share Lease Template

2025-26 FAIRSHARE CLASSROOM LEASE FOR SPACE
TEMPLATE

THIS AGREEMENT OF LEASE made this ____ day of _____, 2025 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. Any interest herein may not be assigned by either party to a third 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 Tenant.

2. BREACH OF ONE PROVISION

In the event any term or condition of this Lease should be breached by either 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, electrical, 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 any and all legal liability. No records shall be disclosed, re-disclosed, or be 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.

13. 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.

14. 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.

15. EXCLUSIVITY

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

The relationship between the parties is not permanent; and Provider is not economically dependent on BOCES for work.

21. 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.

22. 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.

23. 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.

24. 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.

25. LOGO

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

26. NON-DISCRIMINATION

BOCES does not discriminate on the basis of age, sex, race, religion, color, national origin, disability, creed, marital status, veteran status, military status, sexual orientation, prior criminal offense, domestic violence victim status, gender identity, gender expression, or genetic status in its services, employment, programs or activities and provides equal access to Scouting 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, go to <https://ocrcas.ed.gov/contact-ocr> for the address and phone number of the office that serves your area, or call 1-800-421-3481. Please note that those wishing to file a complaint may also do so through the Department of Education's Office for Civil Rights at <http://www.ed.gov/laws-and-policy/civil-rights-laws/file-complaint>. 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 employment policy 1440 and student policy 6460 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, 585-349-2420.

27. NON-FUNDING

It is agreed that the BOCES may terminate this agreement and/or reduce the amount paid under this agreement without incurring any penalty and/or future rent payment, with a 30 calendar day written notice in the event that enrollment increases or declines, non-funding by school districts and/or other funding sources (grants), or similar occurrences which cause the continuation of the program to be ceased, paused, abbreviated, impractical, or requests for services change resulting in an increase or decrease of enrollment.

28. NOTICE/SERVICE OF PROCESS

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

29. PART Z CHEMICALS

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

30. PEACEFUL USE

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

31. RENTAL

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

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

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

additional rooms to fulfill the Landlord' obligation, the rooms identified in Schedule A will satisfy the Landlord's fair share allocation for the (year) school year. In addition, during the (year) school year, the Landlord will be providing more than its required number of rooms in some grade levels.

32. SALE OF BUILDING

If the building is placed up for sale or the building is sold during the term of the lease, 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.

33. SPACE

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

34. SUBCONTRACTING

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

35. TERM

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

36. TERMINATION

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

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

37. USAGE

The Tenant is free to use the space 365 days 24 hours per day, even if the Landlord's facility would otherwise be closed.

38. USAGE CHANGES

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

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

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

BOARD OF COOPERATIVE EDUCATIONAL SERVICES (Tenant)

BY _____
Thomas K. Putnam, Ed.D.
District Superintendent
Date

(LANDLORD)

BY _____
Superintendent of Schools
Date

10. New Business

2. Resolution to Approve 2025-26 Preschool Classroom Lease Template

2025-26 PRESCHOOL CLASSROOM LEASE FOR SPACE
TEMPLATE

THIS AGREEMENT OF LEASE made this ____ day of _____, 2025 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. Any interest herein may not be assigned by either party to a third 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 Tenant.

2. BREACH OF ONE PROVISION

In the event any term or condition of this Lease should be breached by either 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, electrical, 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 any and all legal liability. No records shall be disclosed, re-disclosed, or be 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.

13. 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.

14. 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.

15. EXCLUSIVITY

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

The relationship between the parties is not permanent; and Provider is not economically dependent on BOCES for work.

21. 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.

22. 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.

23. 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.

24. 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.

25. LOGO

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

26. NON-DISCRIMINATION

BOCES does not discriminate on the basis of age, sex, race, religion, color, national origin, disability, creed, marital status, veteran status, military status, sexual orientation, prior criminal offense, domestic violence victim status, gender identity, gender expression, or genetic status in its services, employment, programs or activities and provides equal access to Scouting 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, go to <https://ocrcas.ed.gov/contact-ocr> for the address and phone number of the office that serves your area, or call 1-800-421-3481. Please note that those wishing to file a complaint may also do so through the Department of Education's Office for Civil Rights at <http://www.ed.gov/laws-and-policy/civil-rights-laws/file-complaint>. 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 employment policy 1440 and student policy 6460 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, 585-349-2420.

27. NON-FUNDING

It is agreed that the BOCES may terminate this agreement and/or reduce the amount paid under this agreement without incurring any penalty and/or future rent payment, with a 30 calendar day written notice in the event that enrollment increases or declines, non-funding by school districts and/or other funding sources (grants), or similar occurrences which cause the continuation of the program to be ceased, paused, abbreviated, impractical, or requests for services change resulting in an increase or decrease of enrollment.

28. NOTICE/SERVICE OF PROCESS

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

29. PART Z CHEMICALS

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

30. PEACEFUL USE

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

31. RENTAL

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

32. SALE OF BUILDING

If the building is placed up for sale or the building is sold during the term of the lease, 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.

33. SPACE

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

34. SUBCONTRACTING

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

35. TERM

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

36. TERMINATION

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

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

37. USAGE

The Tenant is free to use the space 365 days 24 hours per day, even if the Landlord's facility would otherwise be closed.

38. USAGE CHANGES

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

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

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

BOARD OF COOPERATIVE EDUCATIONAL SERVICES (Tenant)

BY _____
Thomas K. Putnam, Ed.D.
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



**Finance
Office**

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

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

Resolved, upon the recommendation of the District Superintendent, that the Monroe 2 - Orleans BOCES Board authorizes additional contributions to the previously established Career and Technical Education (CTE) Equipment Reserve Fund up to the amount of \$150,000 from 2024/25 school year expenditures.

10. New Business

4. Resolution to Authorize Funding the Teachers' Retirement Contribution Reserve Sub-Fund up to \$50,000



**Finance
Office**

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

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

Resolved, upon the recommendation of the District Superintendent, that the Monroe 2 - Orleans BOCES Board authorizes contributions to the previously established Teachers' Retirement Contribution Reserve Sub-Fund up to the amount of \$50,000 from 2024/25 school year expenditures.

10. New Business

5. Resolution to Authorize Funding the Retirement Contribution Reserve Fund up to \$1,500,000



**Finance
Office**

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

Retirement Contribution Reserve Fund – Authorization to Fund

Resolved, upon the recommendation of the District Superintendent, that the Monroe 2 - Orleans BOCES Board authorizes additional contributions to the previously established Retirement Contribution Reserve Fund up to the amount of \$1,500,000 from 2024/25 school year expenditures.

10. New Business

6. Resolution to Authorize Funding the Insurance Reserve Fund up to \$400,000



**Finance
Office**

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

Insurance Reserve Fund – Authorization to Fund

Resolved, upon the recommendation of the District Superintendent, that the Monroe 2 - Orleans BOCES Board authorizes additional contributions to the previously established Insurance Reserve Fund up to the amount of \$400,000 from 2024/25 school year expenditures.

10. New Business

7. Resolution to Authorize Funding the Liability Reserve Fund up to \$200,000



Monroe 2–Orleans
Board of Cooperative Educational Services
Thomas K. Putnam, Ed.D., District Superintendent

**Finance
Office**

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

Liability Reserve Fund – Authorization to Fund

Resolved, upon the recommendation of the District Superintendent, that the Monroe 2 - Orleans BOCES Board authorizes additional contributions to the previously established Liability Reserve Fund up to the amount of \$200,000 from 2024/25 school year expenditures.

10. New Business

8. Resolution to Approve Spencerport Village Plaza LLC First Amendment to Lease Agreement

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO SHOPPING CENTER LEASE AGREEMENT ("Amendment") is made as of this 30th of May 2025 between **SPENCERPORT VILLAGE PLAZA, LLC**, a Massachusetts Limited Liability Company, successor in interest to Spencerport Investors, LLC ("Landlord") and the **BOARD OF COOPERATIVE EDUCATIONAL SERVICES, MONROE-ORLEANS COUNTIES** with offices at 3599 Big Ridge Rd. Spencerport NY 14559 ("Tenant"), for the premises known as 16, 18 and 20 Slayton Ave. Spencerport NY 14559.

RECITALS

This Amendment is attached to and forms a part of that certain LEASE AGREEMENT by and between Landlord and the Tenant dated May 14, 2015, for the premises located at 16, 18 and 20 Slayton Ave. Spencerport NY 14559, comprised of approximately 4,876 rentable square feet (the "Leased Premises"), and,

I. The Landlord and Tenant desire to amend the Lease terms set forth in the Lease as stated herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth in this Amendment, and good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant agree as follows:

1. Ratification of Lease . Except as otherwise provided herein, the Lease, and all terms, provisions and conditions set forth therein are hereby ratified and confirmed by the Landlord and Tenant and shall remain in full force and effect. In the event of any conflict or discrepancy between this Amendment and the Lease, the terms and the conditions of this Amendment shall control and supersede the terms and conditions of the Lease.
2. Defined Terms . All initially capitalized words used herein shall have the same defined meaning as in the Lease unless defined otherwise herein.
3. Condition of Premises . Tenant hereby accepts the premises in the current "as-is" condition.
4. Extension of Lease Term : The Lease Term will now expire on June 30, 2028.
5. Annual Rental Rate :
 - a. The annual rental rate for the premises shall continue to be \$83,400.00 through June 30, 2028.

Except as modified and amended by this Agreement, all other terms, covenants, and conditions of the Lease and subsequent amendments are hereby ratified and confirmed and shall continue to be and remain in full force and effect throughout the remainder of the term thereof.

THIS AMENDMENT BECOMES EFFECTIVE ONLY UPON EXECUTION AND DELIVERY THEREOF BY LANDLORD TO TENANT. IF A CORPORATION EXECUTES THIS LEASE AS A TENANT, TENANT SHALL PROMPTLY FURNISH TO LANDLORD CERTIFIED CORPORATE RESOLUTIONS ATTESTING TO THE AUTHORITY OF THE OFFICERS TO EXECUTE THE LEASE ON BEHALF OF THE CORPORATION.

IT IS UNDERSTOOD THAT THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES HERETO AFFECTING THE LEASE OR THIS AMENDMENT AND THIS AMENDMENT SUPERSEDES AND CANCELS ANY AND ALL PREVIOUS NEGOTIATIONS, ARRANGEMENTS, BROCHURES, AGREEMENTS AND UNDERSTANDINGS, IF ANY, BETWEEN THE PARTIES HERETO OR DISPLAYED BY LANDLORD TO TENANT WITH RESPECT TO THE SUBJECT MATTER THEREOF, AND NONE SHALL BE USED TO INTERPRET OR CONSTRUE THIS AGREEMENT.

**TENANT: BOARD OF COOPERATIVE EDUCATIONAL SERVICES,
MONROE-ORLEANS COUNTIES**

LANDLORD: SPENCERPORT VILLAGE PLAZA LLC

Signature

Avi Metchik, Authorized Agent

Printed Name and Title:

10. New Business

9. Resolution to Accept Donation from Ramar Steele

GIFTS AND DONATIONS

Donor Information:

Company or Individual Name: Ramar Steel If Company, Contact Person: Marinina Gay

Address: 432 Portland Avenue Rochester NY 14605

Phone Number: 232-7777 E-Mail: ~~Ramar~~ Mar@RamarSteel.com

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

Steel, various thicknesses, nothing galvanized or otherwise
Hazardous.

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

When can BOCES 2 Staff view the item: seen 5/15/25

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

Signature of Donor: Marinina Gay Date: 5/15/25

To Be Completed By BOCES 2 Staff:

Staff Member Name: Jonathan Stanley Dept: CWP welding instructor Phone Ext: 2227
CTE B&G ~~2777~~

Name of staff member to be notified upon Board approval: Jon Stanley

Supervisor name and review: Shawna Gareau-Kurtz

Proposed use of donated item:
practice pipe welding, out of position, and various other methods. To be
used as test plate & practice stock.

How will the item reduce costs or benefit the program:

Steel is expensive & these drops are very usable to us

Board Date: 6/18/25
[Signature]
Cabinet Administrator Signature

5/14/25
Date

[Signature]
District Superintendent

5/24/25
Date

Board Action: Accept ☐

Board Action: Reject ☐





11. Personnel and Staffing

1. Resolution to Approve Personnel and Staffing Agenda

11. Personnel and Staffing

2. Resolution to Approve Individual Agreements

Be it so hereby resolved that the Board approves the Agreements between the District Superintendent and the following individuals for the period of July 1, 2025 – June 30, 2026:

Kelly Mutschler

Travis Sleight

Jennifer Talbot

12. Bids/Lease Purchases

BOARD RESOLUTION

WHEREAS, It is the plan of a number of BOCES districts in New York, to consent to jointly enter into an agreement for the 2025 – 2026 fiscal year, for 3DUX Design, 3P Learning, 7 Mindsets Academy, A+ Educators (dba Woz ED Education), Abre.io, Accelerate Learning, Age of Learning, Inc, Aha Moments, Inc., American Reading, Amplify Education, Inc., Apple (Opt-in), Aperture Education, B.E. Publishing, Beable Education, BenchmarkEducation, BlocksCAD, Blocksj, Boddle Learning Inc., Boom Learning, Brain Pop, Branching Minds, Breakout EDU, Brisk Labs Corp., Canva US, Inc., Carahsoft, Carnegie Learning, CEED, Inc., Cengage Learning, Inc., CentralReach, LLC, CharmTech Labs, LLC, Classwork.com dba Work on Learning, Inc. 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, Deeloh Technologies, Inc. (DBA Extempore), Defined Learning, Delta Math, Digital Respons-Ability, Discovery Education, Drone Sports Inc., DroneBlocks LLC, EBSCO, EdforTech Corp., EdforTech Alliance, EdTechLive dba LessonLoop, Edmentum, eDoctrina (Harris Solutions), EdPuzzle, Education Advanced, Educational Vistas, EduPlanet, eDynamic Holdings, LP, Electronic Gaming Federation, Elemetari LLC, EliteGamingLive, Encyclopedia Britannica, Inc., Ereflect Inc, eSpark Learning Inc., EverFi, ExploreLearning, Family Zone dba Linewize, Faria (Rubicon West, Inc.), Forward Education, Frontline Technologies Group, Genially, Grammar Flip, LLC, Great Minds PBC, Harris Computer Corp., HEC Software dba Reading Horizons, Hello World CS, High School Esports League Inc., Hiperware Labs, Hive Class, Inc., HMH Houghton Mifflin Harcourt Publishing Company, imagiLabs AB, Imagine Learning LLC, Immersed Games, Impero, Infobase Holdings, Instructional Empowerment Inc. dba Marzano Evaluation Center, Instructure, Intelitek Inc., iSafe, iStation (Imagination Station), IXL Learning, Just Right Reader, Kahoot! ASA, Khan Academy, Kialo GmbH, Kiddom, Kinems, Kira Learning, Koalluh, Inc. dba LitLab.ai, Kognity, US, Inc., Learn By Doing, Learnics, Learning A-Z, Learning Ally, Learning Explorer, Learning Innovation Catalyst Inc. (LINC), Learning Without Tears, Learning.com, 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, Magic School, Inc., MakeMusic Inc., Makers Empire, Mango Languages, Mathspace Inc., McGraw Hill, Merlyn Mind Inc., Mind Education, MMI-CPR School Tech Repair, LLC dba K-12 Tech, Moby Max, MooZoom Education, Inc., Mosa Mack Science, Inc., Mr. Elmer, MusicFirst, Neuron Fuel dba Tynker, Newsela, NextWave Stem, No RedInk, Noiz Ivy, Inc. dba OYOclass.com, Notable dba Kami, NWEA, Passport for Good, Pearson, Performance Learning Systems dba PLS 3rd Learning, Platform Athletics, LLC, Play Vs Inc., PowerSchool Holdings, LLC dba PowerSchool Group LLC, 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., SchoolAI, SchoolBinder DBA TeachBoost, SchoolLinks, Scoir, Securly Inc., SeeSaw Learning, SkillStruck Inc., SkyOP, Small Factory Innovations, Smart Science Education, Springbay Studio Ltd., STEM SIMS, Suntex, Tech4Learning, TechRow, Tequipment, The Language Express, Thimble.io, Think Group Holdings, Inc. dba Frenalytics, Think Tech Solutions, TinkRworks,

Inc., Tools For Schools, Unruly Studios Inc., UpSavvy, Vivi, LLC, Wakelet, Wallwisher, Inc. dba Padlet, Waterford, WeVideo, WhyMaker, William H. Sadlier, Inc., Work on Learning (dba TeacherMade), World Book, Inc., World Wide Scholastic eSports Foundation (NASEF), XAP Corporation, Xello, XSel Labs, YouScience, LLC, zSpace Inc. and,

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

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

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

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

CERTIFICATION

It is hereby certified that the above motion was approved by the Monroe 2-Orleans BOCES Board at its meeting, duly noticed, held on June 18, 2025.

Dated _____, 2025

Board Clerk

13. Executive Officer's Reports

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

14. Committee Reports

1. District Operations Committee
2. Legislative Committee
3. Information Exchange

15. Upcoming Meetings/Calendar Events

June 18	12:30 pm	Project SEARCH Celebration	ESC, PDC
	5:00 pm	Audit Committee Meeting	ESC PDC
	6:00 pm	Board Meeting	ESC PDC
June 19		Juneteenth Holiday – BOCES Closed	
June 24	1:00 pm	Westview Graduation	ESC, PDC
June 26	6:00 pm	CWD HSE Graduation and ESOL Recognition Ceremony	ESC, PDC
July 4		4th of July Holiday – BOCES Closed	
July 9	5:00	Audit Committee Meeting	ESC Board Room
	6:00 pm	Reorg/Regular Board Meeting	ESC Board Room

16. Other Items
17. Executive Session to discuss collective negotiations and the employment history of a particular person(s)
18. Adjournment