

FINANCE

Upon the recommendation of the Superintendent, and on the motion of _____, seconded by _____, it is resolved that the following finance actions are hereby taken:

A. General Fund Establishments and Adjustments

1. Budget Establishments for 2024-2025:

Item #	CoSer#	Title	Establishment
	NONE		\$

2. Budget Increases for 2024-2025:

Item #	CoSer #	Title	Increase	From	To
230-25	511.002	COMP SVC-CAI/LAN	\$ 38,848	\$ 1,138,221	\$ 1,177,069
231-25	512.000	SCH CURR-BASE	\$ 12,500	\$ 4,761,094	\$ 4,773,594
232-25	537.000	COMPUTER SVC, INSTR W/ERIE 1 BOCES	\$ 34,244	\$ 2,207,286	\$ 2,241,530
233-25	550.591	MODEL SCHOOLS W/ERIE 1 BOCES	\$ 14,366	\$ 2,065,724	\$ 2,080,090
234-25	555.591	SCH CURR-W/GEN VALLEY BOCES	\$ 300	\$ 80,623	\$ 80,923
235-25	562.493	CSC- BASE	\$ 25,000	\$ 161,689	\$ 186,689
236-25	605.000	COMPUTER SERVICE: MGMT W/ERIE 1 BOC	\$ 194,308	\$ 19,572,366	\$ 19,766,674
237-25	629.591	COMP. SVC.- S.WESTCHESTER BOCES	\$ 25,578	\$ 2,781,790	\$ 2,807,368
238-25	669.697	COMPUTER SVC. MGMT. W/MONROE 1	\$ 52	\$ 57,040	\$ 57,092
239-25	670.494	NEGOTIATIONS W/ERIE 1 BOCES	\$ 2,534	\$ 16,615	\$ 19,149
240-25	674.591	COMP SVC-CAI/LAN	\$ 2,400	\$ 17,306	\$ 19,706

These increases will be supported as follows:

230-25	511.002	Addison: \$1,785, Alfred-Almond: \$546, Arkport: \$1,626, Bath: \$570, Bradford: \$103, Campbell-Savona: \$263, Canaseraga: \$395, Canisteo-Greenwood: \$1,504, Elmira: \$7,945, Elmira Heights: \$6,490, Hammondsport: \$2,636, Hornell: \$1,218, Horseheads: \$2,533, Jasper-Troupsburg: \$318, Odessa-Montour: \$1,168, Prattsburgh: \$186, Spencer-Van Etten: \$438, Watkins Glen: \$2,829, Waverly: \$4,891, Dundee: 198, Chemung County: \$105, Corning Community College: \$47, Chemung County Youth Bureau: \$750, Village of Horseheads: \$212, St. Mary Our Mother: \$92
231-25	512.002	Campbell-Savona: \$12,500
232-25	537.000	Addison: \$9,826, WFL BOCES: \$24,418 (North Rose-Wolcott: \$23,760 and Penn Yan: \$658)
233-25	550.591	Avoca: \$13,753, Canaseraga: \$3,412, Hammondsport: (\$2,799)
234-25	555.591	Campbell-Savona: \$150, Canaseraga: \$150
235-25	562.493	Arkport: \$25,000
236-25	605.000	Bath: \$7,600, Campbell-Savona: \$18,500, Corning: \$135,000, Waverly: \$23,000, Misc. Revenue: \$10,208
237-25	629.591	Avoca: \$566, Canaseraga: \$159, Hammondsport: \$19,311, Hornell: \$292, Jasper-Troupsburg: \$5,250
238-25	669.697	Elmira: \$52
239-25	670.494	Elmira: \$2,534
240-25	674.591	Addison: \$2,400

3. Budget Decreases for 2024-2025:

Item #	CoSer #	Title	Decrease	From	To
241-25	536.000	MODEL SCHOOLS-BASE	\$ (10,065)	\$ 79,460	\$ 69,395
242-25	683.693	CBO W/TST BOCES	\$ (1)	\$ 143,987	\$ 143,988

These decreases will be supported as follow:

241-25	536.000	Campbell-Savona: (\$12,500), Spencer-Van Etten: \$2,435
242-25	683.693	Spencer-Van Etten: (\$1)

4. Transfers over 10K within programs for 2024-2025:

<u>COSER</u> <u>NO.</u>	<u>PROGRAM</u>	<u>BUDGET CODE</u>	<u>TRANSFER IN</u>	<u>TRANSFER OUT</u>
605	COMPUTER SVCS MGMT	605-7710-160-R-99	12,784	
		605-7710-816-R-99	10,450	
		605-7710-160-I-99	8,305	
		605-7710-816-I-99	5,216	
		605-7710-160-B-99		36,755
	CENTRAL ADMIN.	001-1310-202-0-00	29,000	
		001-1250-150-0-00		14,059
		001-1010-440-0-01		14,941
		612-7017-202-0-09	25,000	
		612-7017-406-0-09		25,000
		612-7017-160-3-01		54,883
		612-7017-150-3-01	66,300	
		612-7017-816-3-09		5,000
		612-7017-829-3-09		3,363
		612-7017-400-3-09		3,054
		612-7017-160-5-01	20,700	
		612-7017-801-5-09	11,021	
		612-7017-816-5-09		31,721
		612-7017-801-6-09	13,000	
		612-7017-160-6-01		13,000
		TOTAL	201,776	201,776

B. Purchasing

1. Approval of Resolution, as attached, to participate with other BOCES, in an agreement negotiated by Erie 1 BOCES for software/licensing for the 2025-2026 fiscal year and including but not limited to: 3 DUX Design, 3P Learning, and 7 Mindsets Academy.

2. Approval of Resolution, as attached, for the Installment Purchase Agreement for Laptops, iPads, Headphones, Whiteboards, Charging Stations, Displays, and Stands in the amount of \$125,000 plus any additional fees. This IPA is for the Odessa-Montour Central School District for a five-year term.

C. Transferring Funds to Retirement Contribution Reserve Funds

1. Transfer up to \$154,380 from 631-ER to 827-00 ERS Reserve. The amount is comprised of 0.7% of ERS salaries in the 2024-2025 Fiscal Year.
2. Transfer up to \$611,046 from 631-TR to 827-01 TRS Reserve. The amount is comprised of 1.5% of TRS salaries in the 2024-2025 Fiscal Year.
3. Transfer up to \$108,916 from the CTE Budget to the CTE Equipment Reserve as approved by District Superintendents. This amount is the annual depreciation of CTE equipment.
4. Resolved, that pursuant to the General Municipal Law, Section 6-R, there shall be transferred from the Retirement Contribution Reserve Fund to the Due to ERS Account the sum of \$150,000 to be applied to the 1st quarter (4/1/2025 – 6/30/2025) of the 2025 Annual Invoice issued by the Employee Retirement System.

D. Approval of Premises Agreement

1. Approval of the premises agreement, as attached, effective July 1, 2025, through June 30, 2027, with Elmira College. The space for the New Visions Education and Human Services Program, will be located at Harris Hall, 1 Park Place, Elmira, NY 14901.

RESOLUTION OF BOARD OF EDUCATION

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 Greater Southern Tier (GST) 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 Greater Southern Tier (GST) BOCES Board of Education 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 Greater Southern Tier (GST) BOCES Board of Education agrees to assume its equitable share of the costs associated with Erie 1 BOCES negotiating the Agreements, and,

BE IT FURTHER RESOLVED, That the Greater Southern Tier (GST) BOCES Board of Education 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 Greater Southern Tier (GST) BOCES Board of Education at its meeting, duly noticed, held on June 3, 2025.

Dated _____, 2025

Board Clerk

**SCHUYLER STEUBEN CHEMUNG TIOGA ALLEGANY BOCES
d/b/a Greater Southern Tier BOCES**

**Board Resolutions
June 3, 2025**

WHEREAS, Schuyler Steuben Chemung Tioga Allegany Board of Cooperative Educational Services d/b/a Greater Southern Tier BOCES (“BOCES”) is a political subdivision of the State of New York (“State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, pursuant to applicable law, the governing board of BOCES (“Board”) is authorized to acquire, dispose of, and encumber personal property, including, without limitation, rights and interests in property, leases, and easements necessary to the functions or operations of BOCES; and

WHEREAS, the Board hereby finds and determines that the execution of one or more lease-purchase agreements (“Equipment Leases”) in the principal amount not exceeding the amount set forth below (“Principal Amount”) for the purpose of acquiring the property generally described below and to be described more specifically in the Equipment Leases (“Property”) for the school district identified below (“District”) is an appropriate function of BOCES; and

Description of Property:	Laptops, iPads, Headphones, Whiteboards, Charging Stations, Displays and Stands
Principal Amount:	\$125,000.00, plus any additional fees
District:	Odessa-Montour Central School District; and

WHEREAS, the Board has solicited bids or quotations from qualified, interested parties with respect to the financing of BOCES’ acquisition of the Property and has selected Banc of America Public Capital Corp (“Lessor”) to provide financing for the purchase of the Property via the Equipment Leases;

NOW THEREFORE, be it resolved by the Board as follows:

1. The Board hereby determines that it has critically evaluated the financing alternatives available to it and has prepared and approved an evaluation of such financing alternatives in accordance with 2 N.Y.C.R.R. § 39.2, and that entering into the Equipment Leases and financing the acquisition of the Property thereby is in the best interests of BOCES because the estimated costs of financing the acquisition of the Property thereby are less than the estimated costs of financing the acquisition of the Property via the issuance of indebtedness under the Local Finance Law (if the acquisition may be financed in such fashion). The evaluation of financing alternatives is attached hereto as Exhibit A and incorporated herein by reference and shall be available as a public record.

2. The Board hereby determines that its entry into the Equipment Leases will not cause the aggregate amount of outstanding indebtedness of BOCES to exceed the limit set forth in paragraph c of subdivision 6 of Section 109-b of the General Municipal Law.

3. BOCES is hereby authorized and directed to enter into the Equipment Leases, acquire the Property thereby, and otherwise perform all of its obligations thereunder; provided, however, that the aggregate amount of periodic payments, excluding interest, to be made pursuant to the Equipment Leases shall not exceed the Principal Amount. Any action taken on or before the date of these resolutions by or on behalf of BOCES in connection therewith is hereby ratified and confirmed.

4. Each of the District Superintendent and the Director of Finance, acting on behalf of BOCES, is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Board, which document shall be available for public inspection at the principal office of BOCES. Each of the District Superintendent and the Director of Finance, acting on behalf of BOCES, is hereby authorized to negotiate, enter into, execute, and deliver all such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) and take all such further actions as the District Superintendent or the Director of Finance, as applicable, deems necessary or appropriate to effectuate the consummation of the transactions contemplated by and the performance by BOCES of its obligations under the Equipment Leases. Without limiting the foregoing, each of the District Superintendent and the Director of Finance shall be authorized to take all such actions as may be necessary to ensure the qualification of the interest component of rent payments made under the Equipment Leases as excludable from gross income of the Lessor under Section 103 of the Internal Revenue Code of 1986.

5. The Lessee's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Lease and the Lessee's obligations under the Equipment Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

6. The Board hereby determines that the purpose of the acquisition of the Property is an object or purpose described in subdivision 32 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is five (5) years. Accordingly, the term of the Equipment Leases authorized by this resolution will not be in excess of five (5) years.

7. The Board hereby determines that the acquisition of the Property is a Type II action that will not have a significant effect on the environment and, therefore, no determination of significance, environmental impact statement, findings statement, or other similar action is required under the State Environmental Quality Review Act.

8. The Board hereby determines that the authorization to enter into the Equipment Leases is not subject to any mandatory or permissive referendum pursuant to the Local Finance Law or Section 109-b of the General Municipal Law.

9. These resolutions shall take effect immediately upon their adoption.

ADOPTED on this June 3, 2025

The undersigned Clerk of the Board hereby certifies and attests that (i) he or she has access to the official records of the Board of BOCES; (ii) the foregoing resolutions were duly adopted by sufficient vote of the members of the Board at a regular meeting of its members duly called, regularly convened, and attended throughout by the requisite quorum of the members thereof; (iii) such resolutions have not been amended or altered and are in full force and effect on the date stated

below; and (iv) such meeting of the Board relating to the authorization and delivery of the Equipment Lease was (a) held within the geographic boundaries of BOCES; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the Board; and (d) conducted in accordance with the charter of BOCES, if any, and the laws of the State of New York.

Signature of Clerk

Print Name: _____

Official Title: _____

Date: _____

AGREEMENT BETWEEN

ELMIRA COLLEGE AND GREATER SOUTHERN TIER BOCES

THIS AGREEMENT is made as of the last date of execution set forth below, by and between Elmira College, Elmira, NY, an educational institution organized pursuant to the laws of the State of New York, and Greater Southern Tier BOCES (hereinafter called "BOCES").

WHEREAS, the College desires to provide space for the New Visions Education and Human Services Program, located at Harris Hall, 1 Park Place, Elmira, NY and

WHEREAS, BOCES desires to accept the Premises from the College, and the College desires to provide the Premises to BOCES upon the terms and conditions set forth;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the College and BOCES as follows:

1. PREMISES: The College provides to BOCES and BOCES accepts from the College a classroom that sits up to 20 students both in the morning and in the afternoon. The Premises is agreed to for educational purposes and may be used only for general classroom space purposes. Use of the Premises, or any additional College space, not otherwise referred to herein, will be by mutual agreement and the written permission of the College.

2. TERM: The term of this Agreement shall commence on July 1st, 2025, and end on June 30th, 2027 with the option to renew for additional years. Either party may terminate the agreement upon six months written notice.

3. SCHEDULE: Students will be on the Greater Southern Tier BOCES Bush Campus on Tuesdays for college ACE English. If this schedule changes, the BOCES will communicate directly with Elmira College on the schedule change within 24 hours.

4. AUTHORIZED USE OF COLLEGE COMPUTING RESOURCES: Computing resources may be accessed and used only for the purposes authorized by the College. Computer users must agree to abide by and comply with all of the terms and conditions set forth in Elmira College's Acceptable Use Policy.

5. BOCES'S INDEMNITY OBLIGATION: BOCES covenants and agrees to defend, indemnify, and hold harmless the College, its Board of Trustees, its officers, its employees, its contractors, and its agents from and against any and all claims, demands, suits, liabilities, judgements, costs, and expenses (including reasonable attorneys' fees) (collectively, "Claims") arising out of, or on account of, BOCES occupancy, possession, or use of the Premises (including but not limited to any act or omission of BOCES; its officers, employees, contractors, and agents; or its students; or its visitors, guests, and invitees) except as to so much of the Claim that is the result of the negligence or the breach of this Agreement by College, or its employees, contractors, or agents.

6. RISK OF LOSS: All property of BOCES kept or stored on the Premises shall be so kept or stored at the risk of BOCES only, and BOCES shall hold the College harmless from any claims arising out of damage to the same, including subrogation claims by BOCES insurance carriers.

7. BOCES INSURANCE OBLIGATION: BOCES covenants and agrees to maintain in full force and effect during the term hereof, and for any period after the expiration of the agreement term during which

BOCES remains in possession of the Premises with or without College's permission, at BOCES own cost and expense, a policy or policies naming Elmira College as an additional insured.

8. **COLLEGE'S INDEMNITY OBLIGATION:** College covenants and agrees to defend, indemnify, and hold harmless BOCES, its Board of Education, its officers, its employees, its contractors, and its agents from and against any and all claims, demands, suits, liabilities, judgments, costs, and expenses (including reasonable attorneys' fees) (collectively, "Claims") arising out of, or on account of, College's obligations under this Agreement (including but not limited to any act or omission of College; or its officers, employees, contractors, and agents; or its students; or its visitors, guests, and invitees) except as to so much of the Claim that is the result of the negligence or the breach of this Agreement by BOCES, or its employees, contractors, or agents.

9. **DESTRUCTION OF PREMISES:** If the Premises are damaged by fire or other insured casualty, and such damage can be repaired within ninety (90) days of the date of such occurrence, this Agreement shall remain in full force and effect, and the College shall promptly repair such damage at its expense; and in that event, there shall be a proportionate abatement of the rent for so much of the Premises as may be unusable during the period of repair. If the Premises are damaged to such an extent that the damage cannot be repaired within ninety (90) days, this Agreement shall terminate at the option of BOCES upon written notice given within thirty (30) days' after BOCES is informed by College that such repairs will, or are expected to, take more than ninety (90) days. If this option is not exercised, then this Agreement shall continue in full force and effect. The College's obligation to repair or rebuild pursuant to this paragraph shall be limited to a basic building and to the extent of sufficient insurance proceeds. Except as herein provided, there shall be no obligation to repair or rebuild in the case of fire or other casualty.

10. BOCES COOPERATION: BOCES hereby agrees to abide by all laws applicable to the operation of Premises; cooperate with the College's custodial, maintenance, and related activities; and give immediate notice to the College in the case of fire, accident, or similar event on the Premises and in case of defects in the Premises or any fixtures or equipment therein. BOCES also agrees it is legally responsible for all that may occur relative to the use of Premises, including:

- a. BOCES certifies that it is fully responsible to ensure that the Premises are adequate to engage in desired activities safely;
- b. BOCES assumes full responsibility for the conduct of all persons involved in the use of the Premises by BOCES;
- c. BOCES will provide adequate supervision, by adults age 18 and above, trained in emergency procedures reasonably expected of the activities begin undertaken;
- d. BOCES assumes full responsibility for the cost of repair or replacement of property damaged or destroyed during the use of the Premises by BOCES;
- e. BOCES certifies that if the use of the Premises is a covered activity according to the College's Child Protection Policy, then a Covered Activity Permit must be completed and submitted along with the signed agreement.

11. ENTIRE AGREEMENT: This agreement sets forth all of the promises, agreements, conditions, and understandings between the parties hereto pertaining to the Premises and to such other matters as are referred to herein, and there are no promises, agreements, conditions, understandings, warranties, or representations of any kind, oral or written, expressed or implied, by either party to the other. This agreement may be revised, amended, or otherwise changed only in a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their authorized officers as follows:

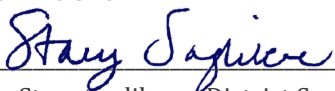
Elmira College



By: Patricia Ireland, Provost

Date *March 10, 2025*

GST BOCES



By: Stacy Saglibene, District Superintendent

3/11/25

Date