#### **Board of Education**

#### **Madrid-Waddington Central School**

#### Tuesday, January 17, 2023 High School Library 6:30 PM

- I. Call to Order
- II. Pledge of Allegiance
- III. Acceptance of Minutes for December 13, 2022 regular board meeting
- IV. Reports
  - 1. Treasurer's Report
    - Action Item: Acceptance of Report
  - 2. CSE Recommendations
    - Action Item: Acceptance of CSE Recommendations
  - 3. Student Liaison(s)
  - 4. High School
    - January Regents Exams
    - Student Workers
    - Citizen Advocates Mental Health Counseling
  - 5. Elementary School
    - Upcoming Events
- V. Public Comment (3 minute limit per person)
- VI. Superintendent's Report
  - 1. Capital Project Update
  - 2. SEI Contract for Capital Outlay
    - Action Item: Approve Contract
  - 3. BOCES Land Purchase
  - 4. Electric Fleet Assessment
- VII. Discussion of Old or New Business
  - 1. Legislative Advocacy Breakfast
  - 2. SLL BOCES 2023-2024 Calendar
    - Action Item: Approve 2023-2024 Calendar
  - 3. Copier Installment Purchases
    - Action Item: Approve Copier Installment Purchases
  - 4. Parent Square Utilization Discussion
  - 5. Policy 1720 Minutes 2nd Read
  - 6. Policy 5681 School Safety Plans 2nd Read
  - 7. Policy 6121 Sexual Harassment in the Workplace 2nd Read
  - 8. Policy 7350 Corporal Punishment/Emergency Interventions 2nd Read
  - 9. Policy 7522 Concussion & Management 2nd Read
  - 10. Policy 7530 Child Abuse & Maltreatment 2nd Read
  - 11. Policy 7540 Suicide 2nd Read
- VIII. Action Item
  - 1. Personnel
    - Action Item: Approve Personnel Recommendations

#### IX. Executive Session

(If necessary, For the purpose of discussion related to the medical, financial or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation).

X. Adjournment

#### **Upcoming Dates:**

Feb. 14 Next Board Meeting 6:30 PM

A Regular Meeting of the Board of Education of the Madrid-Waddington Central School was held on December 13, 2022. The Board of Education Vice-President, Bruce Durant, called the meeting to order at 6:30 PM.

ROLL CALL Present: Wyatt Boswell, Bruce Durant, Ryan Hayes, Katie Logan (in at 6:33 PM), Chris Pryce, Mike Ruddy, Robert Smith, Amber Sullivan

> Others: Eric Burke, Julie Abrantes, Nicole Weakfall, Patricia Bogart, Steve Adams (out at 6:47 PM), Caeleigh Burke, Molly Bogart, Matt Smith, Trevor Saucier, Faith Fieldson, Zoey Taylor, Dalton Wilson, Lucas Murphy

Excused: Charles Grant

Approval of **Minutes** 

NO. 2023-047 Motion by Boswell, seconded by Pryce, to approve the minutes of the November 15, 2022 regular board of education meeting.

Yeas: All Present

Nays: None

NO. 2023-048 Motion by Pryce, seconded by Sullivan, that the Board, upon the recommendation of Superintendent Burke, does hereby accept the following Treasurer's Report for the period ending November 30, 2022. Treasurer's Report

Yeas: All Present

Navs: None

NO. 2023-049 Motion by Smith, seconded by Pryce, that the Board, does hereby accept the recommendation of the Committee on Special Education, as listed on the attached sheet, and approves the authorization of **CSE** funds to implement the special education programs and services consistent with such recommendations.

Yeas: All Present

Nays: None

The following reports were given:

- Athletic Report written by Brenda McCall
- Student Liaison Caeleigh Burke and Molly Bogart
  - Athletic Update
  - Holiday Spirit Week
  - **Upcoming Events**
  - **Student Activities**
- Elementary Nicole Weakfall
  - Parent-Teacher Conferences
  - Holiday Activities
  - Data Discussion
- Superintendent's Report Eric Burke
  - Cafeteria Steve Adams
  - Telehealth Counseling

Discussion of Old or New Business

2023 Exemptions/Income Ceiling Changes

Sr. Citizen

NO. 2023-050 Motion by Pryce, seconded by Boswell, that the Board, upon the recommendation of Superintendent Burke, does hereby approve increasing the senior citizen exemption income ceiling to \$15,000.

Exemption \$15,000

Yeas: All Present

Nays: None

NO. 2023-051 Motion by Logan, seconded by Hayes, that the Board, upon the recommendation of Superintendent Burke,

Teacher of Deaf Serv.

does hereby approve the attached Teacher of Deaf contract services provided by Third Eye Interpreting, LLC

for the 2022-23 school year.

3<sup>rd</sup> Eye Interp.

2022-23 Yeas: All Present

Nays: None

1st Reading of the Following Policies:

- Policy 1720 Minutes
- Policy 5681 School Safety Plans
- Policy 6121 Sexual Harassment in the Workplace
- Policy 7350 Corporal Punishment / Emergency Interventions
- Policy 7522 Concussion Management
- Policy 7530 Child Abuse & Maltreatment
- Policy 7540 Suicide
- Policy 7618 Use of Time Out Rooms

NO. 2023-051 Motion by Boswell, seconded by Pryce, that the board, upon the recommendation of Superintendent Appointments Burke, does hereby approve the following personnel actions for the 2022-23 school year:

#### Appointments:

M Daley

1. Matthew Daley; LTS Elem. Principal, approx. 2/4/23 - 3/27/23, rate of \$50/hr.

M Barkley

2. Monica Barkley; Volunteer - November 30, 2022.

B Averill

3. Benjamin Averill; Sub Tch. & TA, eff. 12/14/22, rate of \$110/day

J Cheney

4. Judith Cheney; Sub Tch., eff. 12/14/22, rate of \$135/day

#### Resignations:

L Hicks

5. Lorraine Hicks; Tch. Aide, eff. 12/30/22

Yeas: All Present

Nays: None

No. 2023-052

Motion by Boswell, seconded by Pryce, to adjourn the regular meeting at 6:54 PM.

Adjournment

Yeas: All Present

Nays: None

District Clerk

Name of Reserve	Reserve Description	Ending Balance December 31, 2022	Intended Use of the Reserve in the 2022-2023 School Year
Restricted Fund Balance Unemployment Reserve	Established for payment of unemployment claims.	\$40,637.21	No activity – interest earnings only. At the current time, the district intends to use a portion of the reserve to offset claims paid in 2022-2023.
Restricted Fund Balance Reserve for Employee Benefits	Established to pay accrued benefits due employees upon termination of service for vacation, sick leave, personal leave, etc.	\$94,742.14	\$55,000 transfer from General Fund as well as deposit of interest earnings. At the current time, the district intends to use a portion of the reserve to offset benefits paid to retirees per contractual language in 2022-2023.
Restricted Fund Balance Reserve for Capital -Building	Established to pay the cost of any object or purpose for which bonds may be issued.	\$1,492,449.70	\$150,000 transfer from General Fund as well as interest earnings. At the current time, the district intends to use a portion of the reserve to offset future capital projects.
Restricted Fund Balance Reserve for Capital — Transportation or Equipment	Established to pay the cost of any object or purpose for which bonds may be issued.	\$811,095.47	\$150,000 transfer from General Fund as well as interest earnings. At the current time, the district intends to use a portion of the reserve to offset future equipment purchases.
Restricted Fund Balance Other	Portion of Assigned Fund Balance that is held in trust by other Agents	\$810,625	The district carried \$810,625 from 2021-2022 fiscal year.
Mandatory Reserve for Debt Service	To cover debt service payments on outstanding obligations after the sale of district capital assets.	\$704,211.29	\$500,000 transfer from General Fund as well as deposit of interest earnings. At this current time, the district intends to use a portion of the reserve as payment of the debt obligations due in 2022-2023.

### A/P Check Register Bank Account: CBSPECAID - COMMUNITY BANK SPECIAL AID FUND

Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recoded	Void	Date	Reason	Check Amount	Check Number
005430	12/09/2022	2 C	AMAZON.COM	0052		No	No			\$137.18	005430
005431	12/09/2022	2 C	NORWOOD PLUMBING, INC	0052		No	No			\$22,900.00	005431
005432	12/09/2022	2 C	WARDS NATURAL SCIENCE	0052		No	No			\$3,395.48	005432
005433	12/09/2022	2 C	WORTHINGTON DIRECT	0052		No	No			<b>\$6,571.76</b>	005433
005434	12/12/202	2 C	MWCS GENERAL FUND	0053		No	No			\$234,937.96	005434
005435	12/15/2022	2 C	AMAZON.COM	0055		No	No			\$678.00	005435
005436	12/15/202	2 C	WONDER WORKSHOP, INC	0055		No	No			\$995.00	005436
005437	12/26/202	2 C	ACTURE SOLUTIONS	0056		No	No			\$5,949.90	005437
005438	12/26/202	2 C	EDUCATE-ME.NET	0056		No	No			\$68,366.87	005438
Subtotal fe	or Bank Acc	ount:	CBSPECAID - COMMUNITY BANK SPE	CIAL AID F	UND				Grand Total Void Total Net	\$343,932.15 \$0.00 \$343,932.15	
									Grand Total Void Total Net	\$343,932.15 \$0.00 \$343,932.15	
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Bank Account: CBSPECAID
Check date is between 12/01/2022 and 12/31/2022
Sort by: Check Number
Printed by JULIE K. ABRANTES

	Check		Pay								Check	Check
191893   12/02/2022   C	Number				Warrant Fu	und I	Recoded	Void	Date	Reason	Amount	Number
		12/01/2022	С	MWCS PAYROLL ACCOUNT	0048		No	No			\$291,941.55	091592
		12/02/2022	C	ARQUIETT\JANICE	0049			No			•	091593
	091594			BACKUS/LONNIE	0049		No	No				091594
	091595	12/02/2022	С	BARNEYMARJORIE	0049		No	No			· •	091595
	091596			BOAK\GAYLE	0049		No	No			\$1,020.60	091596
121929022   C   BRUSOLEE   0049   No	091597	12/02/2022	С	BOYD\BONNIE	0049		No	No			\$1,020.60	091597
121002002   121002002   C   BUCKINGHAMMJEFFREY   0049	D91598	12/02/2022	С	BROWN\ MARY P.	0049		No	No			\$1,020.60	091598
12102/1022   C   BURKE RONALD   0049   No No No   12002/1022   C   CLARK LINIDA   0049   No No No   12002/1022   C   CLARK LINIDA   0049   No No No   12002/1022   C   CONNSCAROL   0049   No No No   12002/1022   C   CONNSCAROL   0049   No No No   12002/1022   C   CORNEAUTHOMAS   0049   No No No   12002/1022   C   COTE WORMAN   0049   No No No No   12002/1022   C   COTE WORMAN   0049   No No No   12002/1022   C   DAILEY WORLLIAM   0049   No No No   12002/1022   C   DELEELLOANNE   0049   No No No   12002/1022   C   DELISCARDUT   0049   No No No No   12002/1022   C   DELISCARDUT   0049   No No No   12002/1022   C   DELISCARDUT   0049   No No No	091599	12/02/2022	С	BRUSO\LEE	0049		No	No			\$1,620.00	091599
12/02/2022 C   C   C   C   C   C   C   C   C   C	091600	12/02/2022	С	BUCKINGHAMIJEFFREY	0049		No	No			\$1,020.60	091600
191803   12/02/2022 C   COONSCAROL   0049   No No No No No S2,041.20   091803   091804   12/02/2022 C   COTRENAUTHOMAS   0049   No	091601	12/02/2022	С	BURKE \RONALD	0049		No	No			\$2,041.20	091601
12/02/2022 C   CORNEAUNTHOMAS   O.49   No No No   \$2,041.20   O.91605	091602	12/02/2022	C	CLARK \LINDA	0049		No	No			\$1,020.60	091602
	091603	12/02/2022	С	COONS\CAROL	0049		No	No			\$2,041.20	091603
091608   12/02/2022   C   COUGHLINDONALD   0049   No   No   No   S1,020.60   091608   091607   12/02/2022   C   CRYDERIANDIANA L.   0049   No   No   No   S599.40   091608   091609   12/02/2022   C   CRYDERIANDIANA L.   0049   No   No   No   S599.40   091609   091609   12/02/2022   C   DAILEY WILLIAM   0049   No   No   No   S1,020.60   091609   091611   12/02/2022   C   DAILEY WILLIAM   0049   No   No   No   S1,020.60   091611   091612   12/02/2022   C   DAILEY WILLIAM   0049   No   No   No   S1,020.60   091611   091612   12/02/2022   C   DAILEY WILLIAM   0049   No   No   No   S1,020.60   091611   091612   12/02/2022   C   DAILEY WILLIAM   0049   No   No   No   S1,020.60   091612   091613   12/02/2022   C   DELEELJOANNE   0049   No   No   No   S1,020.60   091612   091614   12/02/2022   C   DELEELJOANNE   0049   No   No   No   S1,020.60   091613   091615   12/02/2022   C   DELEELJOANNE   0049   No   No   No   S1,020.60   091616   091615   12/02/2022   C   DINSONJEIRLEY   0049   No   No   No   S1,020.60   091616   091616   091616   12/02/2022   C   DINSONJEIRLEY   0049   No   No   No   S1,020.60   091618   091618   12/02/2022   C   DINSONJEIRLEY   0049   No   No   No   S1,020.60   091618   091619   12/02/2022   C   FINHERIANDA   0049   No   No   No   S1,020.60   091619   091620   12/02/2022   C   FISHERIMELINDA   0049   No   No   No   S1,020.60   091620   091621   091622   12/02/2022   C   FRANCIS PENNY   0049   No   No   No   S1,020.60   091622   091623   12/02/2022   C   FRANCIS PENNY   0049   No   No   No   No   S1,020.60   091622   091623   12/02/2022   C   FRANCIS PENNY   0049   No   No   No   No   S1,020.60   091624   091625   12/02/2022   C   HAGGARDIMARGARET   0049   No   No   No   No   S1,020.60   091626   091626   12/02/2022   C   HAGGARDIMARGARET   0049   No   No   No   No   S1,020.60   091626   091628   12/02/2022   C   HAGGARDIMARGARET   0049   No   No   No   No   S1,020.60   091626   091628   12/02/2022   C   HAGGARDIMARGARET   0049   No   No   No   No   No   S1,020.60   091626   091626   12/02/202	091604	12/02/2022	С	CORNEAU\THOMAS	0049		No	No			\$2,041.20	091604
091807   12/02/2022 C   CRUMPIBETTY   0049   No   No   No   \$599.40   091807	091605	12/02/2022	С	COTE \NORMAN	0049		No	No			\$1,020.60	091605
091608         12/02/2022         C         CRYDERMANIDIANA L.         0049         No         No         No         \$599.40         091608           091609         12/02/2022         C         CAIRLEYINORA         0049         No         No         No         \$599.40         091609           091611         12/02/2022         C         DAIVEYIBRIDGET         0049         No         No         No         \$599.40         091611           091612         12/02/2022         C         DAWLEYBRIDGET         0049         No         No         No         \$1,020.60         091612           091613         12/02/2022         C         DELISIONIJEAN         0049         No         No         No         \$340.20         091613           091614         12/02/2022         C         DELISIONIJEAN         0049         No         No         No         \$340.20         091614           091615         12/02/2022         C         DELISIONIJEAN         0049         No         No         No         \$340.20         0916161           091616         12/02/2022         C         DELISIONIJEAN         0049         No         No         No         No         \$40.20         091612 <td< td=""><td>091606</td><td>12/02/2022</td><td>С</td><td>COUGHLIN\DONALD</td><td>0049</td><td></td><td>No</td><td>No</td><td></td><td></td><td>\$1,020.60</td><td>091606</td></td<>	091606	12/02/2022	С	COUGHLIN\DONALD	0049		No	No			\$1,020.60	091606
091609   12/02/2022   C   CURLEYNORA   0049   No No No No S599.40   091609   091610   12/02/2022   C   DAILEY WILLIAM   0049   No No No   \$1,020.60   091610   091611   12/02/2022   C   DAILEY WILLIAM   0049   No No No   \$599.40   091611   091612   12/02/2022   C   DAWLEY/BETTY   0049   No No No   \$1,020.60   091612   091613   12/02/2022   C   DELEELIJOANNE   0049   No No No   \$3,40.20   091613   091614   12/02/2022   C   DELEELIJOANNE   0049   No No No   \$3,40.20   091613   091616   12/02/2022   C   DELEELIJOANNE   0049   No No No   \$3,40.20   091613   091616   12/02/2022   C   DELEELIJOANNE   0049   No No No   \$3,020.60   091615   091616   12/02/2022   C   DELEELIJOANNE   0049   No No No   \$3,40.20   091615   091616   12/02/2022   C   DELEELIJOANNE   0049   No No No   \$3,40.80   091616   091617   12/02/2022   C   DELEELIJOANDRA   0049   No No No   \$3,40.80   091616   091619   12/02/2022   C   ELLISICAROLYN   0049   No No No   \$3,40.80   091617   091618   12/02/2022   C   ELLISICAROLYN   0049   No No No   \$3,00.60   091619   091620   0916	091607	12/02/2022	С	CRUMP\BETTY	0049		No	No			\$1,020.60	091607
091610         12/02/2022         C         DAILEY WILLIAM         0049         No         No         No         91610         091611         12/02/2022         C         DAVEYNBRIDGET         0049         No         No         No         9599.40         091611         091611         091612         2002/2022         C         DAVELYBETTY         0049         No         No         No         91612         091613         12/02/2022         C         DELEELUOANNE         0049         No         No         No         91613         091614         12/02/2022         C         DENISONIJEAN         0049         No         No         No         91614         091615         12/02/2022         C         DENISONIJEAN         0049         No         No         No         No         No         No         No         91615         091616         12/02/2022         C         DENISONIJEAN         0049         No         No         No         No         91615         091617         091618         12/02/2022         C         DININEANSANDRA         0049         No         No         No         No         091616         091617         091618         091621         091622         091621         091622         091621         091622 <td>091608</td> <td>12/02/2022</td> <td>С</td> <td>CRYDERMAN\DIANA L.</td> <td>0049</td> <td></td> <td>No</td> <td>No</td> <td></td> <td></td> <td>\$599.40</td> <td>091608</td>	091608	12/02/2022	С	CRYDERMAN\DIANA L.	0049		No	No			\$599.40	091608
091610         12/02/2022         C         DAILEY WILLIAM         0049         No         No         No         91610         091611         12/02/2022         C         DAVEYNBRIDGET         0049         No         No         No         9599.40         091611         091611         091612         2020/2022         C         DAVELYBETTY         0049         No         No         No         No         91612         091613         12/02/2022         C         DELEGLUOANNE         0049         No         No         No         No         91613         091614         12/02/2022         C         DENISONIJEAN         0049         No         No         No         No         No         91615         12/02/2022         C         DENISONIJEAN         0049         No         No         No         No         No         No         No         91616         091615         091616         12/02/2022         C         DININEENSANDRA         0049         No         No         No         No         091616         091617         091618         12/02/2022         C         EINEGARIADEBRA         0049         No         No         No         No         091617         091618         091617         091618         091621 <t< td=""><td>091609</td><td>12/02/2022</td><td>С</td><td>CURLEYWORA</td><td>0049</td><td></td><td>No</td><td>No</td><td></td><td></td><td>\$599.40</td><td>091609</td></t<>	091609	12/02/2022	С	CURLEYWORA	0049		No	No			\$599.40	091609
091611         12/02/2022         C         DAVEY/BRIDGET         0049         No         No         No         91611           091612         12/02/2022         C         DAVILEY/BETTY         0049         No         No         No         \$1,020,000         091612           091613         12/02/2022         C         DELEEL/JOANNE         0049         No         No         No         \$340,20         091613           091614         12/02/2022         C         DELESI/JOANNE         0049         No         No         No         \$340,20         091613           091615         12/02/2022         C         DICKINSON/JERIAL         0049         No         No         No         \$1,020,60         091615           091616         12/02/2022         C         DINNEENISANDRA         0049         No         No         No         \$1,020,60         091615           091617         12/02/2022         C         ELISICAROLYN         0049         No         No         No         \$594,04         091617           091618         12/02/2022         C         FINEGAN/DEBRA         0049         No         No         No         \$594,04         091629           091620 <td< td=""><td>091610</td><td>12/02/2022</td><td>С</td><td>DAILEY \WILLIAM</td><td>0049</td><td></td><td>No</td><td>No</td><td></td><td></td><td>\$1,020.60</td><td>091610</td></td<>	091610	12/02/2022	С	DAILEY \WILLIAM	0049		No	No			\$1,020.60	091610
091613         12/02/2022         C         DELEELIJOANNE         0049         No         No         No         \$340.20         091613           091614         12/02/2022         C         DENISONUEAN         0049         No         No         No         \$2,041.20         091614           091615         12/02/2022         C         DICKINSONISHIRLEY         0049         No         No         No         \$1,020.60         091616           091617         12/02/2022         C         DINNEENSANDRA         0049         No         No         No         \$599.40         091617           091618         12/02/2022         C         FINNEGANDEBRA         0049         No         No         No         \$599.40         091617           091619         12/02/2022         C         FINSERMELINDA         0049         No         No         No         \$99619         991617           091621         12/02/2022         C         FINZEGRALDWICHELE         0049         No         No         No         \$99620         991621           091622         12/02/2022         C         FRANCIS VENNY         0049         No         No         No         \$91622           091623		12/02/2022	C	DAVEY\BRIDGET	0049		No	No				
091614         12/02/2022         C         DENISONJEAN         0049         No         No         No         \$2,041.20         091614           091615         12/02/2022         C         DICKINSON/SHIRLEY         0049         No         No         No         \$1,020.60         091615           091616         12/02/2022         C         DINNEENSANDRA         0049         No         No         No         \$1,428.60         091616           091617         12/02/2022         C         ELLIS/CAROLYN         0049         No         No         No         \$599.40         091617           091618         12/02/2022         C         FINEGANIDEBRA         0049         No         No         No         \$1,020.60         091618           091620         12/02/2022         C         FISHER/MELINDA         0049         No         No         No         \$1,020.60         091618           091621         12/02/2022         C         FISHER/MELINDA         0049         No         No         No         \$599.40         091620           091621         12/02/2022         C         FORDULINDA         0049         No         No         No         No         No         No         \$1,0	091612	12/02/2022	С	DAWLEY\BETTY	0049		No	No			\$1,020.60	091612
091614         12/02/2022         C         DENISONJEAN         0049         No         No         No         \$2,041.20         091614           091615         12/02/2022         C         DICKINSONISHIRLEY         0049         No         No         No         \$1,020.60         091615           091616         12/02/2022         C         DINNEENSANDRA         0049         No         No         No         \$1,428.60         091616           091617         12/02/2022         C         ELLIS/CAROLYN         0049         No         No         No         \$599.40         091617           091618         12/02/2022         C         FINEGANIDEBRA         0049         No         No         No         \$2,041.20         091618           091620         12/02/2022         C         FISHERIMELINDA         0049         No         No         No         \$1,020.60         091618           091621         12/02/2022         C         FITZGERALDWICHELE         0049         No         No         No         \$599.40         091620           091621         12/02/2022         C         FORDULINDA         0049         No         No         No         No         No         No         \$	091613	12/02/2022	С	DELEELYOANNE	0049		No	No				091613
091615         12/02/2022         C         DICKINSONISHIRLEY         0049         No         No         No         91615           091616         12/02/2022         C         DINNEEN/SANDRA         0049         No         No         No         91616           091617         12/02/2022         C         ELLIS/CAROLYN         0049         No         No         No         91617           091618         12/02/2022         C         FISHER/MELINDA         0049         No         No         No         91618           091620         12/02/2022         C         FITZGERALD/MICHELE         0049         No         No         No         91620           091621         12/02/2022         C         FORD/LINDA         0049         No         No         No         91620           091621         12/02/2022         C         FORD/LINDA         0049         No         No         No         91621           091622         12/02/2022         C         FORD/LINDA         0049         No         No         No         91622           091623         12/02/2022         C         FRANCIS INFERNY         0049         No         No         No         No         91623 </td <td></td> <td></td> <td></td> <td>DENISONJEAN</td> <td>0049</td> <td></td> <td>No</td> <td>No</td> <td></td> <td></td> <td></td> <td></td>				DENISONJEAN	0049		No	No				
091616         12/02/2022         C         DINNEENSANDRA         0049         No         No         No         \$1,428.60         091616           091617         12/02/2022         C         ELLIS\CAROLYN         0049         No         No         No         \$599.40         091617           091618         12/02/2022         C         FINNEGANDEBRA         0049         No         No         No         \$2,041.20         091618           091629         12/02/2022         C         FISHER\WELINDA         0049         No         No         No         \$1,020.60         091620           091620         12/02/2022         C         FISHER\WELINDA         0049         No         No         No         91620           091621         12/02/2022         C         FORD\LINDA         0049         No         No         No         991620           091622         12/02/2022         C         FRANCIS \PENNY         0049         No         No         No         991622           091623         12/02/2022         C         GRASSOLINDA         0049         No         No         No         991623           091624         12/02/2022         C         GRIFFIN\ELIZABETH <t< td=""><td></td><td>12/02/2022</td><td>С</td><td>DICKINSON\SHIRLEY</td><td>0049</td><td></td><td>No</td><td>No</td><td></td><td></td><td></td><td>091615</td></t<>		12/02/2022	С	DICKINSON\SHIRLEY	0049		No	No				091615
091617         12/02/2022         C         ELLISYCAROLYN         0049         No         No         No         \$599.40         091617           091618         12/02/2022         C         FINNEGAN\DEBRA         0049         No         No         No         \$2,041.20         091618           091619         12/02/2022         C         FISHERWELINDA         0049         No         No         No         91619           091620         12/02/2022         C         FITZGERALDWIICHELE         0049         No         No         No         91620           091621         12/02/2022         C         FORD\LINDA         0049         No         No         No         91620           091621         12/02/2022         C         FRANCIS \PENNY         0049         No         No         No         91622           091623         12/02/2022         C         GRASSO\LINDA         0049         No         No         No         91623           091624         12/02/2022         C         GRIFFINIELIZABETH         0049         No         No         No         91624           091625         12/02/2022         C         HENRYYCATHERINE         0049         No         No		12/02/2022	С	DINNEEN\SANDRA	0049		No	No			· · · · · · · · · · · · · · · · · · ·	
091618         12/02/2022         C         FINNEGAN\DEBRA         0049         No         No         No         \$2,041.20         091618           091619         12/02/2022         C         FISHER\MELINDA         0049         No         No         No         91619           091620         12/02/2022         C         FITZGERALD\MICHELE         0049         No         No         No         91620           091621         12/02/2022         C         FORD\LINDA         0049         No         No         No         91621           091622         12/02/2022         C         FRANCIS \PENNY         0049         No         No         No         91622           091623         12/02/2022         C         GRASSO\LINDA         0049         No         No         No         91623           091624         12/02/2022         C         GRASSO\LINDA         0049         No         No         No         91623           091625         12/02/2022         C         HAGGARD\MARGARET         0049         No         No         No         91626           091626         12/02/2022         C         HENRY\CATHERINE         0049         No         No         No		12/02/2022	С	ELLIS\CAROLYN	0049		No	No			\$599.40	
091619       12/02/2022 C       FISHER/MELINDA       0049       No       No       No       091619         091620       12/02/2022 C       FITZGERALD/MICHELE       0049       No       No       No       091620         091621       12/02/2022 C       FORD/LINDA       0049       No       No       No       091621         091622       12/02/2022 C       FRANCIS /PENNY       0049       No       No       No       91622         091623       12/02/2022 C       GRASSO/LINDA       0049       No       No       No       91623         091624       12/02/2022 C       GRIFFIN/ELIZABETH       0049       No       No       No       91624         091625       12/02/2022 C       HAGGARD/MARGARET       0049       No       No       No       91625         091626       12/02/2022 C       HENRY/CATHERINE       0049       No       No       No       91626         091627       12/02/2022 C       HILDRETH/SANDRA       0049       No       No       No       91627         091629       12/02/2022 C       HOSMER/ROBIN       0049       No       No       No       91629         091630       12/02/2022 C       HUBBARD/KATHLEEN <td></td> <td></td> <td></td> <td>FINNEGAN\DEBRA</td> <td>0049</td> <td></td> <td>No</td> <td>No</td> <td></td> <td></td> <td></td> <td></td>				FINNEGAN\DEBRA	0049		No	No				
091620         12/02/2022         C         FITZGERALDWICHELE         0049         No         No         No         91620           091621         12/02/2022         C         FORD\LINDA         0049         No         No         No         91621           091622         12/02/2022         C         FRANCIS \PENNY         0049         No         No         No         91622           091623         12/02/2022         C         GRASSO\LINDA         0049         No         No         No         91623           091624         12/02/2022         C         GRIFFIN\ELIZABETH         0049         No         No         No         91624           091625         12/02/2022         C         HAGGARD\MARGARET         0049         No         No         No         91625           091626         12/02/2022         C         HENRY\CATHERINE         0049         No         No         No         91626           091628         12/02/2022         C         HICKS\SHARON         0049         No         No         No         91627           091629         12/02/2022         C         HILDRETH\SANDRA         0049         No         No         No         91629		12/02/2022	С	FISHER\MELINDA	0049		No	No				
091621         12/02/2022         C         FORD\LINDA         0049         No         No         No         91621           091622         12/02/2022         C         FRANCIS \PENNY         0049         No         No         No         91622           091623         12/02/2022         C         GRASSO\LINDA         0049         No         No         No         91623           091624         12/02/2022         C         GRIFFINNELIZABETH         0049         No         No         No         91624           091625         12/02/2022         C         HAGGARDWARGARET         0049         No         No         No         91625           091626         12/02/2022         C         HENRY\CATHERINE         0049         No         No         No         91626           091627         12/02/2022         C         HICKS\SHARON         0049         No         No         No         91627           091628         12/02/2022         C         HILDRETH\SANDRA         0049         No         No         No         91629           091630         12/02/2022         C         HUBBARD\KATHLEEN         0049         No         No         No         \$599.40         <				FITZGERALD\MICHELE	0049						•	
091622         12/02/2022         C         FRANCIS VPENNY         0049         No         No         No         91622           091623         12/02/2022         C         GRASSO\LINDA         0049         No         No         No         91623           091624         12/02/2022         C         GRIFFIN\ELIZABETH         0049         No         No         No         91624           091625         12/02/2022         C         HAGGARDWARGARET         0049         No         No         No         91625           091626         12/02/2022         C         HENRY\CATHERINE         0049         No         No         No         91626           091627         12/02/2022         C         HICKS\SHARON         0049         No         No         No         91627           091628         12/02/2022         C         HILDRETH\SANDRA         0049         No         No         No         91629           091630         12/02/2022         C         HOSMER\ROBIN         0049         No         No         No         991629           091630         12/02/2022         C         HUBBARD\KATHLEEN         0049         No         No         No         No <td< td=""><td></td><td></td><td></td><td>FORD\LINDA</td><td></td><td></td><td>No</td><td>No</td><td></td><td></td><td>\$599.40</td><td>091621</td></td<>				FORD\LINDA			No	No			\$599.40	091621
091623         12/02/2022         C         GRASSO\LINDA         0049         No         No         No         91623           091624         12/02/2022         C         GRIFFIN\ELIZABETH         0049         No         No         No         91624           091625         12/02/2022         C         HAGGARD\WARGARET         0049         No         No         No         91625           091626         12/02/2022         C         HENRY\CATHERINE         0049         No         No         No         91626           091627         12/02/2022         C         HICKS\SHARON         0049         No         No         No         91627           091628         12/02/2022         C         HILDRETH\SANDRA         0049         No         No         No         91628           091630         12/02/2022         C         HOSMER\ROBIN         0049         No         No         No         91629           091630         12/02/2022         C         HUBBARD\KATHLEEN         0049         No         No         No         91630				FRANCIS \PENNY	0049		No	No				
091624         12/02/2022         C         GRIFFIN\ELIZABETH         0049         No         No         No         91624           091625         12/02/2022         C         HAGGARD\MARGARET         0049         No         No         No         91625           091626         12/02/2022         C         HENRY\CATHERINE         0049         No         No         No         91626           091627         12/02/2022         C         HICKS\SHARON         0049         No         No         No         91627           091628         12/02/2022         C         HILDRETH\SANDRA         0049         No         No         No         91629           091630         12/02/2022         C         HOSMER\ROBIN         0049         No         No         No         91629           091630         12/02/2022         C         HUBBARD\KATHLEEN         0049         No         No         No         91630		12/02/2022	С	GRASSO\LINDA	0049		No	No				091623
091625         12/02/2022 C         HAGGARDWARGARET         0049         No         No         No         91625           091626         12/02/2022 C         HENRY\CATHERINE         0049         No         No         No         91626           091627         12/02/2022 C         HICKS\SHARON         0049         No         No         No         91627           091628         12/02/2022 C         HILDRETH\SANDRA         0049         No         No         No         91628           091630         12/02/2022 C         HOSMER\ROBIN         0049         No         No         No         91629           091630         12/02/2022 C         HUBBARDKATHLEEN         0049         No         No         No         91630				GRIFFIN\ELIZABETH	0049		No	No			· · · · · · · · · · · · · · · · · · ·	
091626         12/02/2022 C         HENRY\CATHERINE         0049         No         No         No         91626         91626         91627         91627         91627         91627         91628         91627         91628         91628         91628         91628         91629											• •	
091627         12/02/2022 C         HICKS\SHARON         0049         No         No         No         \$1,020.60         091627           091628         12/02/2022 C         HILDRETH\SANDRA         0049         No         No         No         \$1,020.60         091628           091629         12/02/2022 C         HOSMER\ROBIN         0049         No         No         No         \$599.40         091629           091630         12/02/2022 C         HUBBARDKATHLEEN         0049         No         No         No         \$2,041.20         091630												
091628         12/02/2022 C         HILDRETH\SANDRA         0049         No         No         No         \$1,020.60         091628           091629         12/02/2022 C         HOSMER\ROBIN         0049         No         No         No         \$599.40         091629           091630         12/02/2022 C         HUBBARD\KATHLEEN         0049         No         No         No         \$2,041.20         091630											· · · · · · · · · · · · · · · · · · ·	
091629         12/02/2022 C         HOSMER\ROBIN         0049         No         No         No         \$599.40         091629           091630         12/02/2022 C         HUBBARD\KATHLEEN         0049         No         No         No         \$2,041.20         091630												
091630 12/02/2022 C HUBBARD\KATHLEEN 0049 No No S2,041.20 091630												
	091631			JAQUITH\LAURI	0049		No	No			\$599.40	091631

Check	Check	Pay								Check	Check
Number	Date	Type	Remit To	Warrant	Fund	Recoded	Void	Date	Reason	Amount	Number
091632	12/02/2022		JONES\PAUL S.	0049		No	No			\$599.40	091632
091633	12/02/2022	2 C	KIMBLE\GEORGE	0049		No	No			\$1,020.60	091633
091634	12/02/2022	2 C	KING\DONALD	0049		No	No ··			\$1,020.60	091634
091635	12/02/2022	2 C	KOWALCHUK WRISTINA	0049		No	No			\$510.30	091635
091636	12/02/2022	2 C	LAMERE\LARRY	0049		No	No			\$1,020.60	091636
091637	12/02/2022	2 C	LATIMER\SUSAN	0049		No	No			\$1,020.60	091637
091638	12/02/2022	2 C	MACAULAYJOSEPH	0049		No	No			\$1,020.60	091638
091639	12/02/2022	2 C	MANCHESTERWARY	0049		No	No			\$1,620.00	091639
091640	12/02/2022	2 C	MARQUART\SUSAN	0049		No	No			\$1,198.80	091640
091641	12/02/2022	2 C	MARTIN, SHIRLEY	0049		No	No			\$1,020.60	091641
091642	12/02/2022	2 C	MCGRATH\LORETTA	0049		No	No			\$1,620.00	091642
091643	12/02/2022	2 C	MCINTOSH\MARION	0049		No	No			\$1,049.40	091643
091644	12/02/2022	2 C	MIDDLEMISS\GARY	0049		No	No			\$999.00	091644
091645	12/02/2022	2 C	MIDDLEMISS\RICKY	0049		No	No			\$599.40	091645
091646	12/02/2022	2 C	MILLER\DONNA	0049		No	No			\$2,041.20	091646
091647	12/02/2022	2 C	MOULTON\CLAUDIA	0049		No	No			\$1,020.60	091647
091648	12/02/2022	2 C	MOULTON\SANDRA	0049		No	No			\$2,041.20	091648
091649	12/02/2022	2 C	ONEYHALBERT	0049		No	No			\$850.50	091649
091650	12/02/2022	2 C	ONEYMARCIA	0049		No	No			\$1,020.60	091650
091651	12/02/2022		PARMETER\LAURA	0049		No	No			\$599.40	091651
091652	12/02/2022	2 C	PINOVER\RICHARD	0049		No	No			\$1,020.60	091652
091653	12/02/2022	2 C	PRESSEYMOLLY	0049		No	No			\$1,428.60	091653
091654	12/02/2022	2 C	PRYCE\PAUL	0049		No	No			\$1,198.80	091654
091655	12/02/2022		RAINES\DIANE	0049		No	No			\$1,020.60	091655
091656	12/02/2022		ROCKERWENNETTIE	0049		No	No			\$2,041.20	091656
091657	12/02/2022	2 C	ROOKEYJULIA	0049		No	No			\$1,020.60	091657
091658	12/02/2022	2 C	ROSEICARL	0049		No	No			\$599.40	091658
091659	12/02/2022	2 C	ROSEWICHELLE	0049		No	No			\$599.40	091659
091660	12/02/2022	2 C	RUDDY/ANN	0049		No	No			\$170.10	091660
091661	12/02/2022	2 C	RUDDYJOSEPH	0049		No	No			\$3,265.80	091661
091662	12/02/2022	2 C	RUTHERFORD\DANIEL	0049		No	No			\$599.40	091662
091663	12/02/2022	2 C	RUTHERFORDWOWARD	0049		No	No			\$2,041.20	091663
091664	12/02/2022	2 C	SALTON/HELEN	0049		No	No			\$1,020.60	091664
091665	12/02/2022	2 C	SANTAMONT\BARBARA	0049		No	No			\$1,620.00	091665
091666	12/02/2022	2 C	SEGUIN\GERALD	0049		No	No			\$1,620.00	091666
091667	12/02/2022	2 C	SHELLY\DENISE	0049		No	No			\$2,041.20	091667
091668	12/02/2022	2 C	SHOENWELEN A.	0049		No	No			\$1,020.60	091668
091669	12/02/2022		SMALLWOODWARY	0049		No	No			\$1,620.00	091669
091670	12/02/2022	2 C	SMITHJOHN	0049		No	No			\$599.40	091670
091671	12/02/2022	2 C	SPEARS\PATRICIA	0049		No	No			\$1,020.60	091671

Check	Check	Pay	B4 T-	304	<b>-</b>	<b>5</b> d-d	17-1-1	<b>D</b> -4-	<b>D</b>	Check	Check
Number	Date 12/02/2022		Remit To STEBBINS\NANCY		runa	Recoded	Void	Date	Reason	\$1,020,60	Number 091672
091672 091673	12/02/2022		STEBBINS/ROBERT	0049 0049		No No	No No			\$1,020.60 \$1,020.60	091673
091673	12/02/2022		STEINBERG\SANDRA	0049		No	No			\$1,020.60 \$1,020.60	091674
091675	12/02/2022	-	STOCKWELL\LAURINDA	0049		No	No			\$1,428.60	091675
091675	12/02/2022		STRAIGHT\KENDALL	0049		No	No			\$1,428.00 \$2,041.20	091676
091677	12/02/2022		STREETERUEAN	0049		No	No			\$2,041.20 \$1,020.60	091677
091677	12/02/2022		THOMPSONELLEN	0049		No	No			\$1,020.00 \$599.40	091678
091678	12/02/2022		THOMPSONSHARLENE	0049		No	No			\$1,020.60	091679
091679	12/02/2022	-	TISCHLERIGERHARD	0049		No	No			\$1,020.80 \$599.40	091680
										\$399.40 \$1,020.60	091681
091681	12/02/2022 12/02/2022		VANPATTEN VPATRICIA	0049		No	No			\$1,020.60 \$1,020.60	091682
091682			WHITE\RANDOLPH	0049		No	No			\$1,020.60 \$1,020.60	091683
091683	12/02/2022		WIMMER\INGRID	0049		No	No				
091684	12/02/2022		WISNER\SHIRLEY	0049		No	No			\$599.40	091684
091685	12/02/2022		WOODWARD\CAROL	0049		No	No			\$1,020.60	091685
091700	12/01/2022	_	BIG SPOON KITCHEN	0051		No	No			\$312.00	091700
091701	12/01/2022		BIMBO FOODS	0051		No	No			\$240.52	091701
091702	12/01/2022		GLAZIER PACKING COINC.	0051		No	No			\$619.16	091702
091703	12/01/202		NYSASCD	0051		No	No			\$200.00	091703
091704	12/01/2022		RENZI BROTHERS INC	0051		No	No			\$10,891.43	091704
091705	12/09/2022		ALLTECH INTEGRATIONS, INC.	0052		No	No			\$6,277.50	091705
091706	12/09/2022		AMAZON.COM	0052		No	No			\$877.98	091706
091707	12/09/2022		AUGUSTE\NICODEME	0052		No	No			\$143.50	091707
091708	12/09/2022	-	BENEFACTOR FUNDING CORP.	0052		No	No			\$37.80	091708
091709	12/09/2022		BOUCHEY\BRIAN	0052		No	No			\$128.50	091709
091710	12/09/2022		BURKE WICHELLE	0052		No	No			\$1,013.00	091710
091711	12/09/2022		CAUFIELD WATTHEW	0052		No	No			\$159.00	091711
091712	12/09/2022		ELLIOTTWORGAN	0052		No	No			\$128.50	091712
091713	12/09/2022	2 C	FARRELL\PATRICK	0052		No	No			\$269.17	091713
091714	12/09/202	2 C	GILLEE'S AUTO TRUCK & MARINE	0052		No	No			\$3,779.82	091714
091715	12/09/202	2 C	GRAINGER	0052		No	No			\$380.58	091715
091716	12/09/202	2 C	HANSONALBERT	0052		No	No			\$75.00	091716
091717	12/09/202	2 C	HOME DEPOT	0052		No	No			<b>\$571.15</b>	091717
091718	12/09/202	2 C	IAABO Board 47	0052		No	No			\$100.00	091718
091719	12/09/202	2 C	KELLER\ZACHARY	0052		No	No			\$90.00	091719
091720	12/09/202	2 C	Knowlton\Tim	0052		No	No			\$145.67	091720
091721	12/09/202	2 C	LAMB\BRENDAN	0052		No	No			\$110.67	091721
091722	12/09/202	2 C	LONG-PARK TIRE, INC	0052		No	No			\$1,713.60	091722
091723	12/09/202	2 C	LOWE'S WAREHOUSE	0052		No	No			\$2,706.96	091723
091724	12/09/202	2 C	MX FUELS	0052		No	No			\$2,628.73	091724
091725	12/09/202	2 C	MYERSUAMES	0052		No	No			\$143.50	091725

Check	Check	Pay								Check	Check
Number			Remit To	Warrant Fu	und	Recoded	Void	Date	Reason	Amount	Number
091726	12/09/2022		NNYSGBOA	0052		No	No			\$50.00	091726
091727	12/09/2022	2 C	NY BUS SALES	0052		No	No			\$1,599.98	091727
091728	12/09/2022	2 C	NYSCATE	0052		No	····No			\$1,200.00	091728
091729	12/09/2022	2 C	PORTER\KATE	0052		No	No			\$90.00	091729
091730	12/09/2022	2 C	QUILL CORPORATION	0052		No	No			\$134.79	091730
091731	12/09/2022	2 C	Rockhill\Joe	0052		No	No			\$135.67	091731
091732	12/09/2022	2 C	Showers\Christopher M.	0052		No	No			\$284.67	091732
091733	12/09/2022	2 C	SLIC NETWORK SOLUTIONS	0052		No	No			\$137.50	091733
091734	12/09/2022	2 C	ST LAWRENCE-LEWIS BOCES	0052		No	No			\$309,541.33	091734
091735	12/09/2022	2 C	STERLING\NICK	0052		No	No			\$110.67	091735
091736	12/09/2022	2 C	SWINYER\EVON M.	0052		No	No			\$79.99	091736
091737	12/09/2022	2 C	The Law Firm of Frank W. Miller, PLLC	0052		No	No			\$517.50	091737
091738	12/09/2022	2 C	TREE HOUSE, INC	0052		No	No			\$395.40	091738
091739	12/09/2022	2 C	VICTORY PROMOTIONS, INC.	0052		No	No			\$1,061.75	091739
091740	12/09/2022	2 C	WADDINGTON HARDWARE BUILDING SUPPLY	0052		No	No			\$462.74	091740
091741	12/09/2022	2 C	WALBRIDGE\KEVIN	0052		No	No			\$128.50	091741
091742	12/12/2022	2 C	MWCS PAYROLL ACCOUNT	0054		No	No			\$340,058.33	091742
091743	12/15/2022	2 C	BLICK ART MATERIALS	0055		No	No			\$289.01	091743
091744	12/15/2022	2 C	EXCELLUS HEALTH PLAN - GROUP	0055		No	No			\$251,575.00	091744
091745	12/15/2022	2 C	FARRELL\PATRICK	0055		No	No			\$106.00	091745
091746	12/15/2022	2 C	FASTENAL	0055		No	No			\$3.66	091746
091747	12/15/2022	2 C	FOLLETT CONTENT SOLUTIONS, INC	0055		No	No			\$700.98	091747
091748	12/15/2022	2 C	LAMB\BRENDAN	0055		No	No			\$91.00	091748
091749	12/15/2022	2 C	LaQuier\Henry	0055		No	No			\$106.00	091749
091750	12/15/2022	2 C	NATIONAL GRID	0055		No	No			\$4,754.04	091750
091751	12/15/2022	2 C	NORWOOD-NORFOLK CENTRAL SCHOOL	0055		No	No			\$400.00	091751
091752	12/15/2022	2 C	NYSUT BENEFIT TRUST	0055		No	No			\$225.00	091752
091753	12/15/2022	2 C	QUILL CORPORATION	0055		No	No			\$118.60	091753
091754	12/15/2022	2 C	REDISHRED ACQUISITION, INC	0055		No	No			\$33.06	091754
091755	12/15/2022	2 C	REDMOND\BROOKE	0055		No	No			\$1,840.00	091755
091756	12/15/2022	2 C	SCHOOL SPECIALTY	0055		No	No			\$486.90	091756
091757	12/15/2022	S C	SLCMEA	0055		No	No			\$235.00	091757
091758	12/15/2022	2 C	Teachers Synergy LLC	0055		No	No			\$41.64	091758
091759	12/15/2022	2 C	Textbook Warehouse	0055		No	No			\$188.90	091759
091760	12/15/2022	2 C	THIRD EYE INTERPRETING, LLC	0055		No	No			\$241.50	091760
091761	12/15/2022	2 C	W.B. MASON CO, INC.	0055		No	No			\$6,713.60	091761
091762	12/26/2022	2 C	ALLTECH INTEGRATIONS, INC.	0056		No	No			\$50.00	091762
091763	12/26/2022	2 C	AMAZON.COM	0056		No	No			\$23.47	091763
091764	12/26/2022	2 C	GUARDIAN	0056		No	No			\$2,650.39	091764

# A/P Check Register Bank Account: CBGENFUND - COMMUNITY BANK GENERAL FUND

Check Number	Check Date	Pay Type	Remit To	Warrant	Fund	Recoded	Void	Date	Reason		Check Amount	Check Number
091765	12/26/202		JOHNSTONS WATER, LLC	0056		No	No		1100011		\$20.90	091765
091766	12/26/202	2 C	LAWTON ELECTRIC COMPANY	0056		No	No				\$102.00	091766
091767	12/26/202	2 C	MX FUELS	0056		No	No			•	\$2,689.63	091767
091768	12/26/202	2 C	PITNEY BOWES GLOBAL FINANCIAL SERVICES,	0056		No	No				\$154.68	091768
091769	12/26/202	2 Ç	QUILL CORPORATION	0056		No	No				\$32.99	091769
091770	12/26/202	2 C	SMEC	0056		No	No				\$6,715.00	091770
091771	12/26/202	2 C	SPRAGUE ENERGY SOLUTIONS, INC.	0056		No	No				\$4,003.34	091771
091772	12/26/202	2 C	ST LAWRENCE SUPPLY COMPANY	0056		No	No				\$904.50	091772
091773	12/26/202	2 C	TOLLS BY MAIL PAYMENT PROCESSING CENTER	0056		No	No				<b>\$3.51</b>	091773
091774	12/26/202	2 C	TRANE COMPANY	0056		No	No				\$3,183.89	091774
091775	12/26/202	2 C	VERIZON WIRELESS	0056		No	No				\$341.63	091775
091776	12/26/202	2 C	WADDINGTON HARDWARE BUILDING SUPPLY	0056		No	No				\$4.49	091776
091777	12/26/202	2 C	MWCS PAYROLL ACCOUNT	0057		No	No				\$291,582.15	091777
Subtotal	for Bank Ac	count:	CBGENFUND - COMMUNITY BANK GE	NERAL FUI	ND				Grand Void T Net		\$1,667,264.07 \$0.00 \$1,667,264.07	
									Grand Void To Net		\$1,667,264.07 \$0.00 \$1,667,264.07	

Selection Criteria

Bank Account: CBGENFUND
Check date is between 12/01/2022 and 12/31/2022
Sort by: Check Number
Printed by JULIE K. ABRANTES

Budget Status Report As Of: 12/31/2022

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance	
1010-400-00-0000	Board Education Other	6,000.00	1,300.00	7,300.00	7,204.80	0.00	95.20	
1010-400-00-1000	Prof Dev Other	5,500.00	-1,300.00	4,200.00	0.00	0.00	4,200.00	
1010-490-00-0000	BOCES Services	2,490.00	0.00	2,490.00	996.00	0.00	1,494.00	
1010-500-00-0000	Board Education Supplies	500.00	0.00	500.00	217.85	0.00	282.15	
1040-160-00-0000	District Clerk Salary	98,538.00	0.00	98,538.00	52,803.52	45,260.13	474.35	
1040-400-00-0000	District Clerk Other	1,750.00	0.00	1,750.00	0.00	0.00	1,750.00	
1040-400-00-1000	Prof Dev Other	250.00	0.00	250.00	0.00	0.00	250.00	
1040-500-00-0000	District Clerk Supplies	1,500.00	0.00	1,500.00	23.47	0.00	1,476.53	
1060-400-00-0000	District meetings other	900.00	0.00	900.00	0.00	0.00	900.00	
10 Board of Education - State F	Function Group Subtotal	117,428.00	0.00	117,428.00	61,245.64	45,260.13	10,922.23	
1240-150-00-0000	Superintendent Salary	100,182.00	0.00	100,182.00	51,148.72	43,851.28	5,182.00	
1240-160-00-0000	Superintendent Secretary	52,166.00	0.00	52,166.00	27,461.56	23,538.44	1,166.00	
1240-400-00-0000	Chief School Admin Other	8,480.00	0.00	8,480.00	4,704.57	0.00	3,775.43	
1240-400-00-1000	Prof Dev Other	2,000.00	0.00	2,000.00	1,387.27	584.40	28.33	
1240-500-00-0000	Chief School Admin Suppli	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	
12 Central Administration - Sta	te Function Group Subtotal	163,828.00	0.00	163,828.00	84,702.12	67,974.12	11,151.76	
1310-150-00-0000	Business Admin Instructio	49,343.00	0.00	49,343.00	25,582.06	21,917.94	1,843.00	
1310-160-00-0000	Business Admin Noninstruc	32,389.00	0.00	32,389.00	17,395.28	14,910.07	83.65	
1310-400-00-0000	Business Admin Other	30,212.00	0.00	30,212.00	11,276.51	0.00	18,935.49	
1310-490-00-0000	BOCES Services	86,247.00	0.00	86,247.00	11,628.19	0.00	74,618.81	
1310-500-00-0000	Business Admin Supplies	3,750.00	0.00	3,750.00	2,819.60	0.00	930.40	
1320-400-00-0000	Auditing Other Exp	21,000.00	0.00	21,000.00	0.00	0.00	21,000.00	
1325-160-00-0000	Treasurer Salary	15,000.00	0.00	15,000.00	8,076.88	6,923.12	0.00	
1325-400-00-0000	Treasurer Other	825.00	0.00	825.00	0.00	0.00	825.00	
1325-500-00-0000	Treasurer Supplies	100.00	0.00	100.00	0.00	0.00	100.00	
1330-160-00-0000	Tax Collector Salary	5,194.00	0.00	5,194.00	5,194.00	0.00	0.00	
1330-400-00-0000	Tax Collector Other	465.00	0.00	465.00	390.67	0.00	74.33	
1330-500-00-0000	Tax Collector Supplies	600.00	0.00	600.00	0.00	0.00	600.00	
1345-490-00-0000	Purchase BOCES Services	3,419.00	0.00	3,419.00	982.80	0.00	2,436.20	
1380-400-00-0000	Fiscal Agent Fees	7,500.00	0.00	7,500.00	0.00	0.00		
13 Finance - State Function Gre	oup Subtotal	256,044.00	0.00	256,044.00	83,345.99	43,751.13	128,946.88	
1420-400-00-0000	Legal Other Expense	15,000.00	0.00	15,000.00	5,585.25	0.00	9,414.75	
1430-490-00-0000	BOCES Services - PERS	22,636.00	0.00	22,636.00	8,706.00	0.00	13,930.00	
1460-490-00-0000	BOCES Services	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00	
14 Staff - State Function Group	Subtotal Subtotal	40,136.00	0.00	40,136.00	14,291.25	0.00	25,844.75	
1620-160-00-0000	Operation Salaries	223,487.00	-14,500.00	208,987.00	106,877.91	87,835.67	14,273.42	
1620-200-00-0000	Operation Equipment	10,000.00	-1,950.00	8,050.00	0.00	0.00	8,050.00	
1620-400-00-0000	Operation Other Expense	30,000.00	-16,500.00	13,500.00	5,837.64	0.00	7,662.36	

Budget Status Report As Of: 12/31/2022 Fiscal Year: 2023

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance	
1620-400-00-1000	Prof Dev Other	250.00	0.00	250.00	80.00	0.00	170.00	
1620-402-00-0000	Natural Gas	105,000.00	0.00	105,000.00	25,510.55	0.00	79,489.45	
1620-407-00-0000	Electricity	168,000.00	0.00	168,000.00	65,071.91	0.00	102,928.09	
1620-408-00-0000	Telephone	15,000.00	0.00	15,000.00	2,771.89	0.00	12,228.11	
1620-490-00-0000	BOCES Services	24,755.00	0.00	24,755.00	4,224.80	0.00	20,530.20	
1620-500-00-0000	Operation Supplies	31,000.00	7,500.00	38,500.00	30,012.72	7,753.53	733.75	
1620-500-01-0000	Auditorium Supplies	1,800.00	0.00	1,800.00	0.00	0.00	1,800.00	
1621-160-00-0000	Maintenance Salaries	251,429.00	14,500.00	265,929.00	169,708.41	98,826.01	-2,605.42	
1621-200-00-0000	Maintenance Equipment	5,000.00	1,950.00	6,950.00	6,950.00	0.00	0.00	
1621-200-01-0000	Auditorium Equipment	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00	
1621-400-00-0000	Maintenance Other	26,000.00	9,000.00	35,000.00	22,311.63	15,723.18	-3,034.81	
1621-400-01-0000	Auditorium Other	7,000.00	0.00	7,000.00	0.00	0.00	7,000.00	
1621-490-00-0000	Maintenance - BOCES Svces	15,435.00	0.00	15,435.00	6,174.00	0.00	9,261.00	
1621-500-00-0000	Maintenance Supplies	23,000.00	0.00	23,000.00	16,968.70	11.43	6,019.87	
1670-400-00-0000	Mailing Other Expense	8,910.00	-750.00	8,160.00	675.92	0.00	7,484.08	
1670-490-00-0000	Printing BOCES Services	4,000.00	750.00	4,750.00	1,600.00	0.00	3,150.00	
1670-500-00-0000	Mailing Supplies	750.00	0.00	750.00	0.00	0.00	750.00	
1680-490-00-0000	Data Processing BOCES	416,166.00	0.00	416,166.00	159,274.51	0.00	256,891.49	
16 Central Services - State Fund	ction Group Subtotal	1,371,982.00	0.00	1,371,982.00	624,050.59	210,149.82	537,781.59	
1910-400-00-0000	Unallocated Insurance	75,724.00	0.00	75,724.00	51,154.75	0.00	24,569.25	
1964-400-00-0000	Refund of Real Property	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00	
1981-490-00-0000	BOCES Admin. Charge	409,023.00	0.00	409,023.00	163,609.20	0.00	245,413.80	
1983-490-00-0000	BOCES Capital Expense	202,964.00	0.00	202,964.00	81,185.60	0.00	121,778.40	
19 Special Items (Contractual E	xpense) - State Function Group Sub	690,211.00	0.00	690,211.00	295,949.55	0.00	394,261.45	
2010-490-00-0000	BOCES Curriculum Develop	36,657.00	0.00	36,657.00	15,272.33	0.00	21,384.67	
2020-150-00-0000	Principals' Salaries-Elem	80,340.00	0.00	80,340.00	43,260.00	37,080.00	0.00	
2020-150-05-0000	Principals' Salaries-HS	101,988.00	0.00	101,988.00	54,508.68	47,007.32	472.00	
2020-161-00-0000	Secretaries' Sal - Elem	47,797.00	-9,500.00	38,297.00	18,070.08	15,063.71	5,163.21	
2020-161-05-0000	Secretaries' Sal - HS	36,110.00	0.00	36,110.00	19,040.00	16,320.00	750.00	
2020-162-00-0000	Monitors' Salaries - K-3	7,392.00	7,000.00	14,392.00	3,945.69	9,151.31	1,295.00	
2020-162-00-3000	Monitors' Salaries - 4-5	2,238.00	200.00	2,438.00	857.35	1,480.19	100.46	
2020-162-05-0000	Monitors' Salaries - 7-12	0.00	2,300.00	2,300.00	271.24	1,152.64	876.12	
2020-400-00-0000	Super Other Exp - Elem	3,764.00	-1,300.00	2,464.00	57.00	0.00	2,407.00	
2020-400-00-1000	Prof Dev Other Elem	0.00	300.00	300.00	300.00	0.00	0.00	
2020-400-05-0000	Super Other Exp - HS	4,630.00	0.00	4,630.00	928.85	0.00	3,701.15	
2020-400-05-1000	Prof Dev Other HS	0.00	1,000.00	1,000.00	650.00	0.00		
2020-500-00-0000	Supervision Sup - Elem	1,750.00	0.00	1,750.00	0.00	0.00	1,750.00	
2020-500-05-0000	Supervision Sup - HS	1,750.00	0.00	1,750.00	17.94	0.00	1,732.06	

Budget Status Report As Of: 12/31/2022

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance	
2060-400-00-0000	Grant Writer Services	17,000.00	0.00	17,000.00	8,000.00	0.00	9,000.00	
2070-150-00-0000	Inservice Instr. Salaries	500.00	0.00	500.00	0.00	0.00	500.00	
20 Administration and Imp	rovement - State Function Group Subtoti	341,916.00	0.00	341,916.00	165,179.16	127,255.17	49,481.67	
2110-110-00-0000	Teacher Salaries 1/2 Day	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00	
2110-110-01-0000	Teacher Salaries Pre-K	0.00	4,250.00	4,250.00	0.00	0.00	4,250.00	
2110-120-00-0000	Teacher Salaries K-3	993,823.00	-78,204.87	915,618.13	265,351.49	462,760.35	187,506.29	
2110-120-01-0000	TCH Salaries K-3 PROF DEV	5,000.00	3,900.00	8,900.00	8,900.00	0.00	0.00	
2110-120-01-1000	TCH Sal Pre-K PROF Dev	700.00	-100.00	600.00	600.00	0.00	0.00	
2110-121-00-0000	4-5 ELEMENTARY TEACHERS	561,978.00	0.00	561,978.00	195,159.23	350,707.45	16,111.32	
2110-121-01-0000	TCH Salaries 4-5 PROF DEV	3,500.00	0.00	3,500.00	2,300.00	0.00	1,200.00	
2110-121-03-0000	6 ELEM TCH SALARIES	213,503.00	8,185.58	221,688.58	79,293.81	142,459.57	-64.80	
2110-121-03-1000	6 Tch Prof Dev Stipends	1,000.00	-200.00	800.00	600.00	0.00	200.00	
2110-122-00-0000	K-3 ELEM TCH ASSISTANT	59,836.00	17,300.00	77,136.00	31,271.17	46,345.57	-480.74	
2110-122-00-1000	Pre-K TCH ASSISTANT	37,570.00	16,000.00	53,570.00	20,178.15	34,000.00	-608.15	
2110-123-00-0000	4-5 ELEM TCH ASSISTANT	21,623.00	23,750.00	45,373.00	16,336.82	28,611.64	424.54	
2110-130-00-0000	Teacher Salaries 7-12	1,521,915.00	-84,985.58	1,436,929.42	496,854.08	881,279.81	58,795.53	
2110-130-01-0000	TCH Sal 7-12 PROF DEV	5,000.00	4,150.00	9,150.00	9,150.00	0.00	0.00	
2110-131-00-0000	TCH ASSIST Salaries 7-12	52,398.00	7,750.00	60,148.00	26,926.05	33,420.92	-198.97	
2110-140-00-0000	Substitute Teachers - K-3	35,000.00	0.00	35,000.00	40,472.47	0.00	-5,472.47	
2110-140-00-1000	Substitute Tch -Pre-K	1,000.00	0.00	1,000.00	177.50	0.00	822.50	
2110-140-01-0000	Substitute Teachers - 4-5	18,000.00	0.00	18,000.00	2,112.61	0.00	15,887.39	
2110-140-02-0000	Substitute Teachers - 6	7,000.00	0.00	7,000.00	1,582.96	0.00	5,417.04	
2110-140-03-0000	Substitute TCH - 7-12	62,000.00	0.00	62,000.00	14,982.06	0.00	47,017.94	
2110-150-00-0000	Tutoring Salaries- K-3	2,462.00	0.00	2,462.00	0.00	0.00	2,462.00	
2110-150-01-0000	Tutoring Salaries- 4-5	1,231.00	0.00	1,231.00	0.00	0.00	1,231.00	
2110-150-02-0000	Tutoring Salaries- 6	615.00	0.00	615.00	0.00	0.00	615.00	
2110-150-05-0000	Tutoring Salaries- 7-12	3,692.00	0.00	3,692.00	0.00	0.00	3,692.00	
2110-160-00-0000	NON-INSTR SALARIES - K-3	1,700.00	0.00	1,700.00	0.00	0.00	1,700.00	
2110-160-01-0000	NON-INSTR SALARIES - 4-5	250.00	0.00	250.00	0.00	0.00	250.00	
2110-200-00-0000	General Equipment K-12	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00	
2110-400-00-0000	General Other Expense	19,000.00	0.00	19,000.00	2,830.37	0.00	16,169.63	
2110-400-01-0000	General Other Exp Pre-K	200.00	0.00	200.00	0.00	0.00	200.00	
2110-400-01-1000	General Other Exp K-3	650.00	-65.94	584.06	0.00	0.00	584.06	
2110-400-02-0000	General Other Exp 4-5	650.00	30.94	680.94	680.94	0.00	0.00	
2110-400-03-0000	General Other Exp 6	250.00	35.00	285.00	285.00	0.00	0.00	
2110-400-03-1000	Instrum Music k-3 Other E	127.00	0.00	127.00	0.00	0.00	127.00	
2110-400-03-1100	Instrum Music 4-5 Other E	127.00	0.00	127.00	0.00	0.00	127.00	
2110-400-03-1200	Instrum Music 6 Other E	74.00	0.00	74.00	0.00	0.00	74.00	

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2110-400-03-1300	PRE-K Comm & Assem Other	75.00	0.00	75.00	0.00	0.00	75.00	
2110-400-03-1400	K-3 Comm & Assem Other	175.00	0.00	175.00	0.00	0.00	175.00	
2110-400-03-1500	4-5 Comm & Assem Other	175.00	0.00	175.00	0.00	0.00	175.00	
2110-400-03-1600	6 Comm & Assem Other	75.00	0.00	75.00	0.00	0.00	75.00	
2110-400-03-1700	PRE-K Teacher Conference	750.00	-224.00	526.00	0.00	0.00	526.00	
2110-400-03-1800	K-3 Teacher Conference	625.00	-476.00	149.00	149.00	0.00	0.00	
2110-400-03-1900	4-5 Teacher Conference	625.00	700.00	1,325.00	1,287.10	0.00	37.90	
2110-400-03-2000	6 Teacher Conference	100.00	0.00	100.00	0.00	0.00	100.00	
2110-400-05-0000	General Other Exp 7-12	7,500.00	0.00	7,500.00	756.67	0.00	6,743.33	
2110-400-05-0700	Phys Ed 7-12 Other Expens	<b>361.00</b>	0.00	361.00	0.00	0.00	361.00	
2110-400-05-0800	Music Piano Accompanist	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	
2110-400-05-1100	Instrum Music 7-12 Other	1,750.00	0.00	1,750.00	875.00	0.00	875.00	
2110-400-05-1200	Vocal Music 7-12 Other	750.00	0.00	750.00	220.00	0.00	530.00	
2110-400-05-1300	State/Nat'l Music Other 7	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00	
2110-400-05-1600	7-12 Comm & Assem Other	1,650.00	0.00	1,650.00	900.00	0.00	750.00	
2110-400-05-1700	7-12 Teacher Conference	3,000.00	0.00	3,000.00	2,976.33	0.00	23.67	
2110-470-00-0000	Tuition - K-3	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00	
2110-470-03-0000	Tuition - 4-5	8,500.00	0.00	8,500.00	0.00	0.00	8,500.00	
2110-470-03-1000	Tuition - 6	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00	
2110-470-03-1100	Tuition - 7-12	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00	
2110-480-01-0000	Campus/St. Mary's Text	850.00	-850.00	0.00	0.00	0.00	0.00	
2110-480-03-0100	Textbooks K-3	5,000.00	9,892.61	14,892.61	14,879.12	0.00	13.49	
2110-480-03-0200	Textbooks 4-5	5,000.00	628.65	5,628.65	5,628.65	0.00	0.00	
2110-480-03-0300	Textbooks 6	3,519.00	-2,715.10	803.90	803.90	0.00	0.00	
2110-480-05-0100	Textbooks 7-12	18,519.00	-6,956.16	11,562.84	6,422.41	0.00	5,140.43	
2110-490-00-0000	BOCES Services	195,000.00	0.00	195,000.00	87,083.21	0.00	107,916.79	
2110-500-00-0000	General K-12 Supplies	20,000.00	1,519.33	21,519.33	17,455.11	3,173.96	890.26	
2110-500-03-0000	General Pre-K Supplies	1,000.00	2,410.39	3,410.39	3,378.44	31.95	0.00	
2110-500-03-0100	General K-3 Supplies	8,000.00	-148.47	7,851.53	7,846.53	7.99	-2.99	
2110-500-03-0110	General 4-5 Supplies	6,000.00	433.79	6,433.79	6,433.79	0.00	0.00	
2110-500-03-0120	General 6 Supplies	2,500.00	-118.00	2,382.00	2,382.00	0.00	0.00	
2110-500-03-0200	Art Pre-k Supplies	250.00	-9.76	240.24	240.24	0.00	0.00	
2110-500-03-0300	Art K-3 Supplies	1,000.00	-18.60	981.40	1,270.41	0.00	-289.01	
2110-500-03-0400	Art 4-5 Supplies	750.00	-750.00	0.00	0.00	0.00	0.00	
2110-500-03-0500	Art 6 Supplies	400.00	-49.78	350.22	350.22	0.00	0.00	
2110-500-03-0600	Phys Ed PRE-K Supplies	76.00	-76.00	0.00	0.00	0.00	0.00	
2110-500-03-0700	Phys Ed K-3 Supplies	150.00	-93.02	56.98	56.98	0.00	0.00	
2110-500-03-0800	Phys Ed 4-5 Supplies	150.00	51.43	201.43	201.43	0.00	0.00	
2110-500-03-0900	Phys Ed 6 Supplies	100.00	-100.00	0.00	0.00	0.00	0.00	

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2110-500-03-1100	Instrum Music K-3 Supplie	100.00	-100.00	0.00	0.00	0.00	0.00	
2110-500-03-1110	Instrum Music 4-5 Supplie	100.00	-100.00	0.00	0.00	0.00	0.00	
2110-500-03-1120	Instrum Music 6 Supplie	50.00	-50.00	0.00	0.00	0.00	0.00	
2110-500-03-1200	Vocal Music K-3 Supplies	100.00	-10.00	90.00	90.00	0.00	0.00	
2110-500-03-1500	Vocal Music4-5 Supplies	100.00	-10.00	90.00	90.00	0.00	0.00	
2110-500-03-1600	Vocal Music 6 Supplies	50.00	-50.00	0.00	0.00	0.00	0.00	
2110-500-05-0000	General 7-12 Supplies	12,000.00	-3,043.94	8,956.06	4,790.76	0.00	4,165.30	
2110-500-05-0200	Art 7-12 Supplies	2,250.00	0.00	2,250.00	563.76	0.00	1,686.24	
2110-500-05-0300	Health 7-12 Supplies	105.00	312.63	417.63	417.63	0.00	0.00	
2110-500-05-0400	English 7-12 Supplies	105.00	0.00	105.00	0.00	0.00	105.00	
2110-500-05-0500	French 7-12 Supplies	300.00	0.00	300.00	0.00	0.00	300.00	
2110-500-05-0600	Spanish 7-12 Supplies	300.00	0.00	300.00	0.00	0.00	300.00	
2110-500-05-0700	Phys Ed Supplies Jones	600.00	49.76	649.76	649.76	0.00	0.00	
2110-500-05-0800	Phys Ed Supplies Shoen	600.00	-49.76	550.24	0.00	0.00	550.24	
2110-500-05-1000	Math 7-12 Supplies	775.00	0.00	775.00	0.00	0.00	775.00	
2110-500-05-1100	Instrum Music 7-12 Suppli	1,750.00	0.00	1,750.00	0.00	464.00	1,286.00	
2110-500-05-1200	Vocal Music 7-12 Supplies	1,300.00	0.00	1,300.00	55.98	0.00	1,244.02	
2110-500-05-1300	Science 7-12 Supplies	3,600.00	0.00	3,600.00	906.87	0.00	2,693.13	
2110-500-05-1400	Social Studies 7-12 Suppl	400.00	0.00	400.00	0.00	0.00	400.00	
2110-500-05-1700	Music 7-12 Instruments	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00	
2250-150-00-0000	Handicapped TCH SAL K-3	87,963.00	96,564.44	184,527.44	69,001.99	115,525.45	0.00	
2250-150-00-0100	Sub Hdkp Tch Sal K-3	1,500.00	0.00	1,500.00	860.00	0.00	640.00	
2250-150-00-1000	Hdpk Tch Prof Dev K-3	350.00	0.00	350.00	0.00	0.00	350.00	
2250-150-03-0000	Handicapped TCH SAL 4-5	41,194.00	39,892.97	81,086.97	31,480.43	49,606.54	0.00	
2250-150-03-0100	Handicapped TCH SAL 6	12,664.00	22,865.75	35,529.75	15,273.75	20,078.91	177.09	
2250-150-03-0200	Sub Hdkp TCH SAL 4-5	1,000.00	0.00	1,000.00	1,122.50	0.00	-122.50	
2250-150-03-0300	Sub Hkdp TCH SAL 6	500.00	0.00	500.00	628.75	0.00	-128.75	
2250-150-03-1000	Hdkp TCH SAL 4-5 Prof Dev	200.00	0.00	200.00	0.00	0.00		
2250-150-03-1100	Hdkp TCH SAL 6 Prof Dev	100.00	0.00	100.00	0.00	0.00	100.00	
2250-150-05-0000	Handicapped TCH SAL 7-12	176,250.00	-32,518.29	143,731.71	53,129.26	87,487.87	3,114.58	
2250-150-05-0100	Sub Hdkp TCH SAL 7-12	2,500.00	-100.00	2,400.00	1,448.75	0.00	951.25	
2250-150-05-1000	Hdkp TchSal 7-12 Prof Dev	300.00	0.00	300.00	100.00	0.00	200.00	
2250-151-00-0000	Hdkp Tch Asst K-3	77,927.00	-50,000.00	27,927.00	10,958.04	16,673.07	295.89	
2250-151-03-0000	Hdkp Tch Asst 4-5	24,380.00	-23,800.00	580.00	0.00	0.00		
2250-151-03-0100	Hdkp Tch Asst 6	6,275.00	28,300.00	34,575.00	12,925.56	21,742.20	-92.76	
2250-151-05-0000	Hdkp Tch Asst 7-12	68,529.00	-3,250.00	65,279.00	23,887.24	41,492.67	-100.91	
2250-160-00-0000	Hdkp Noninstr Sal Pre-K	3,500.00	5,579.00	9,079.00	1,884.68	1,615.32		
2250-160-01-0000	Hdkp Noninstr Sal K-3	10,334.00	-9,144.50	1,189.50	640.50	549.00	0.00	

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2250-160-03-0000	Hdkp Noninstr Sal 4-5	10,334.00	10,000.11	20,334.11	12,024.88	2,461.87	5,847.36	
2250-160-03-0100	Hdkp Noninstr Sal 6	5,076.00	-2,499.74	2,576.26	1,387.08	1,189.18	0.00	
2250-160-05-0000	Hdkp Noninstr Sal 7-12	12,834.00	-3,684.87	9,149.13	4,803.56	3,924.26	421.31	
2250-400-00-0000	Hdkp Other Expense - K-3	73,750.00	0.00	73,750.00	19,115.00	0.00	54,635.00	
2250-400-00-1000	Hdkp Prof Dev Other - K-3	0.00	379.00	379.00	379.00	0.00	0.00	
2250-400-00-1100	Hdkp Other Exp - Pre-K	500.00	-379.00	121.00	0.00	0.00	121.00	
2250-400-03-0000	Hdkp Other Expense - 4-5	60,000.00	0.00	60,000.00	7,011.90	0.00	52,988.10	
2250-400-03-0100	Hdkp Other Expense - 6	15,000.00	0.00	15,000.00	630.00	0.00	14,370.00	
2250-400-03-1000	Hdkp Prof Dev Other 4-5	0.00	50.00	50.00	50.00	0.00	0.00	
2250-400-03-1100	Hdkp Prof Dev Other - 6	0.00	25.00	25.00	25.00	0.00	0.00	
2250-400-05-0000	Hdkp Other Expense - 7-12	45,000.00	0.00	45,000.00	850.00	0.00	44,150.00	
2250-400-05-1000	Hdkp Prof Dev Other 7-12	500.00	-75.00	425.00	300.00	0.00	125.00	
2250-470-00-0000	Handicapped tuition K-3	30,000.00	0.00	30,000.00	0.00	0.00	30,000.00	
2250-470-03-0100	Handicapped tuition 6	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00	
2250-470-05-0000	Handicapped tuition 7-12	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00	
2250-480-00-0000	Hdkp Textbooks - K-3	500.00	-500.00	0.00	0.00	0.00	0.00	
2250-480-03-0000	Hdkp Textbooks - 4-5	750.00	212.00	962.00	962.00	0.00	0.00	
2250-480-03-0100	Hdkp Textbooks - 6	200.00	-200.00	0.00	0.00	0.00	0.00	
2250-480-05-0000	Hdkp Textbooks - 7-12	550.00	-507.00	43.00	0.00	0.00	43.00	
2250-490-00-0000	Handicapped BOCES Svces	1,797,000.00	0.00	1,797,000.00	468,154.87	0.00	1,328,845.13	
2250-500-00-0000	CSE Supplies	300.00	-234.00	66.00	65.50	0.00	0.50	
2250-500-03-0000	Handicapped K-3 Supplies	1,200.00	2,260.12	3,460.12	3,368.73	0.00	91.39	
2250-500-03-0100	Handicapped 4-5 Supplies	5,500.00	292.04	5,792.04	5,713.51	0.00	78.53	
2250-500-03-0200	Handicapped 6 Supplies	300.00	-300.00	0.00	0.00	0.00	0.00	
2250-500-05-0000	Handicapped 7-12 Supplies	1,250.00	-1,023.16	226.84	226.39	0.00	0.45	
2280-150-00-0000	Occ Ed Teacher Salaries	54,163.00	1,905.00	56,068.00	21,305.35	34,814.89	-52.24	
2280-150-00-0100	Sub Occ Ed Tch Salaries	500.00	-405.00	95.00	67.50	0.00	27.50	
2280-150-00-1000	Oc Ed - Teaching Assist	150.00	-150.00	0.00	0.00	0.00	0.00	
2280-150-00-1100	Occ Ed Prof Dev Tch Sal	0.00	400.00	400.00	400.00	0.00	0.00	
2280-160-00-0000	Occ Ed Non-Teacher Salari	0.00	0.04	0.04	0.00	0.00	0.04	
2280-400-05-0000	General Occ Ed Other Exp	2,000.00	-1,750.04	249.96	0.00	0.00	249.96	
2280-490-00-0000	Occ Ed BOCES Services	535,000.00	0.00	535,000.00	214,160.00	0.00	320,840.00	
2280-500-05-0000	General Occ Ed Supplies	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00	
2330-490-00-0000	BOCES Teaching Spec Sch	33,000.00	0.00	33,000.00	7,920.00	0.00	25,080.00	
21 Teaching - State Function G	Teaching - State Function Group Subtotal			7,242,157.00	2,377,467.73	2,380,424.44	2,484,264.83	
2610-150-00-0100	Sub Lib Instr Sal - K-3	150.00	-150.00	0.00	0.00	0.00	0.00	
2610-150-03-0100	Library InstrSal - 6	8,109.00	-197.35	7,911.65	2,750.94	5,159.88	0.83	
2610-150-03-0200	Sub Lib InstrSal - 4-5	150.00	-150.00	0.00	0.00	0.00	0.00	

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2610-150-03-0400	Sub Lib InstrSal - 6	150.00	-130.00	20.00	19.17	0.00	0.83	
2610-150-05-0000	Library InstrSal - 7-12	20,064.00	-167.75	19,896.25	6,886.98	13,008.87	0.40	
2610-150-05-0100	Sub Library Tch Sal 7-12	250.00	-153.00	97.00	96.66	0.00	0.34	
2610-150-05-1100	Prof Dev Lib Tch Sal 7-12	250.00	-130.35	119.65	0.00	0.00	119.65	
2610-151-00-0000	LIB TCH ASSIST SAL - K-3	11,545.00	893.98	12,438.98	4,803.95	7,781.29	-146.26	
2610-151-03-0000	LIB TCH ASSIST SAL - 4-5	5,821.00	128.12	5,949.12	2,185.03	3,889.92	-125.83	
2610-400-00-0000	Lib & AV K-3 Other E	125.00	-125.00	0.00	0.00	0.00	0.00	
2610-400-03-0000	Lib & AV 4-5 Other E	100.00	-100.00	0.00	0.00	0.00	0.00	
2610-400-03-0100	Lib & AV 6 Other E	75.00	-75.00	0.00	0.00	0.00	0.00	
2610-400-05-0000	Lib & AV 7-12 Other E	200.00	-200.00	0.00	0.00	0.00	0.00	
2610-460-00-0000	K-3 Library & AV Loan	2,000.00	980.76	2,980.76	2,980.48	0.00	0.28	
2610-460-03-0000	4-5 Library & AV Loan	1,000.00	17.95	1,017.95	941.23	76.72	0.00	
2610-460-03-0100	6 Library & AV Loan	1,000.00	-79.48	920.52	913.93	0.00	6.59	
2610-460-05-0000	7-12 Library & AV Loan	4,000.00	439.12	4,439.12	4,439.12	0.00	0.00	
2610-490-00-0000	Library & AV BOCES	45,347.00	0.00	45,347.00	17,326.98	0.00	28,020.02	
2610-500-00-0000	Library & AV K-3 Supplie	500.00	51.62	551.62	551.62	0.00	0.00	
2610-500-03-0000	Library & AV 4-5 Supplie	250.00	-35.07	214.93	214.93	0.00	0.00	
2610-500-03-0100	Library & AV 6 Supplie	200.00	-199.55	0.45	0.00	0.00	0.45	
2610-500-05-0000	Library & AV 7-12 Supplie	800.00	-619.00	181.00	45.98	134.99	0.03	
2630-220-00-0000	State Aided Comput Hrdwre	13,000.00	0.00	13,000.00	9,756.73	1,756.00	1,487.27	
2630-400-00-0000	Computer Other	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00	
2630-400-00-1000	Comp Prof Dev Other	1,000.00	0.00	1,000.00	469.00	0.00	531.00	
2630-460-03-0000	K-5 Software	7,000.00	0.00	7,000.00	4,142.16	0.00	2,857.84	
2630-460-05-0000	6-12 Software	7,000.00	0.00	7,000.00	2,044.82	337.93	4,617.25	
2630-490-00-0000	Computer BOCES	85,000.00	0.00	85,000.00	72,021.34	0.00	12,978.66	
2630-500-00-0000	Computer Supplies K-5	12,000.00	0.00	12,000.00	4,461.09	4,234.70	3,304.21	
2630-500-05-0000	Computer Supplies 6-12	12,000.00	0.00	12,000.00	3,955.94	4,273.03	3,771.03	
26 Instructional Media - S	State Function Group Subtotal	240,586.00	0.00	240,586.00	141,008.08	40,653.33	58,924.59	
2805-160-00-0000	Attendance Salaries	34,137.00	0.00	34,137.00	910.71	1,214.29	32,012.00	
2805-400-00-0000	Attendance Other Exp	600.00	0.00	600.00	0.00	0.00	600.00	
2810-150-00-0000	Guidance Instr Sal K-3	40,559.00	0.00	40,559.00	0.00	0.00	40,559.00	
2810-150-00-0100	Sub Guid Instr Sal K-3	150.00	0.00	150.00	0.00	0.00	150.00	
2810-150-00-1200	Instructional Salaries	150.00	0.00	150.00	0.00	0.00	150.00	
2810-150-00-1300	Instructional Salaries	150.00	0.00	150.00	0.00	0.00	150.00	
2810-150-03-0000	Guidance Instr Sal 4-5	20,280.00	0.00	20,280.00	0.00	0.00	20,280.00	
2810-150-03-0100	Guidance Instr Sal 6	17,064.00	16,959.70	34,023.70	15,930.08	18,093.62	0.00	
2810-150-05-0000	Guidance Instr Sal 7-12	142,864.00	-16,959.70	125,904.30	29,619.54	51,160.94	45,123.82	
2810-150-05-0100	Sub Guid Instr Sal 7-12	200.00	0.00	200.00	0.00	0.00	200.00	

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2810-150-05-1000	Instructional Salaries	500.00	0.00	500.00	0.00	0.00	500.00	
2810-160-03-0100	Guide Noninst Sal - 6	500.00	0.00	500.00	240.00	0.00	260.00	
2810-160-05-0000	Guide Noninst Sal - 7-12	5,950.00	0.00	5,950.00	2,692.34	2,307.66	950.00	
2810-400-00-0000	Guidance Other Exp K-3	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	
2810-400-03-0000	Guidance Other Exp 4-5	750.00	0.00	750.00	0.00	0.00	750.00	
2810-400-03-0100	Guidance Other Exp 6	250.00	0.00	250.00	0.00	0.00	250.00	
2810-400-05-0000	Guidance Other Exp 7-12	1,000.00	0.00	1,000.00	189.49	0.00	810.51	
2810-500-03-0000	Guidance Sup K-3	250.00	9.66	259.66	259.66	0.00	0.00	
2810-500-03-0100	Guidance Sup 4-5	250.00	-9.66	240.34	21.77	0.00	218.57	
2810-500-03-0200	Guidance Sup 6	250.00	0.00	250.00	0.00	0.00	250.00	
2810-500-05-0000	Guidance Supplies 7-12	750.00	0.00	750.00	146.21	0.00	603.79	
2815-160-00-0000	health Service Sal	34,357.00	0.00	34,357.00	3,464.75	2,233.65	28,658.60	
2815-400-00-0000	Health Services Other Exp	18,720.00	0.00	18,720.00	6,253.00	6,000.00		
2815-500-00-0000	Health Services Supplies	4,000.00	0.00	4,000.00	1,815.47	927.05	1,257.48	
2820-150-00-0000	Psychological Salaries	59,516.00	59.00	59,575.00	18,282.82	38,952.85	2,339.33	
2820-400-00-0000	Psychological Other	2,500.00	-59.00	2,441.00	0.00	0.00		
2820-500-00-0000	Psychological Supplies	1,200.00	0.00	1,200.00	0.00	0.00	•	
2850-005-02-0000	Not Defined Yet	500.00	0.00	500.00	0.00	0.00		
2850-150-00-0000	Cocurricular Sal. 7-12	72,365.00	0.00	72,365.00	5,508.00	47,875.50	·	
2850-150-03-0000	After School Salaries K-3	4,500.00	0.00	4,500.00	0.00	0.00		
2850-150-03-0100	After School Sal. 4-5	2,250.00	0.00	2,250.00	0.00	0.00	•	
2850-150-03-0200	After School Sal. 6	1,000.00	0.00	1,000.00	0.00	0.00	•	
2850-150-05-0000	After School Prog 7-12	5,000.00	0.00	5,000.00	0.00	0.00		
2850-400-00-0000	General Co. Other 7-12	1,500.00	0.00	1,500.00	423.00	0.00	•	
2850-400-02-0000	Debate Other Expense	200.00	0.00	200.00	0.00	0.00		
2850-400-05-0000	After School Other - 7-12	0.00	359.00	359.00	358.75	0.00		
2850-400-05-0200	Theatre Other	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00	
2850-500-00-0000	Cocur. General Sup. 7-12	500.00	-416.32	83.68	0.00	0.00		
2850-500-02-0000	Debate Supplies	718.00	0.00	718.00	0.00	0.00	718.00	
2850-500-03-0000	After School Sup. K-3	250.00	-250.00	0.00	0.00	0.00		
2850-500-03-0100	After School Sup. 4-5	150.00	-109.00	41.00	0.00	0.00		
2850-500-03-0200	After School Sup. 6	100.00	0.00	100.00	54.71	0.00		
2850-500-05-0000	After School Sup. 7-12	250.00	416.32	666.32	666.32	0.00		
2850-500-05-0200	Theatre Supplies	3,250.00	0.00	3,250.00	1,666.73	0.00	•	
2855-150-00-0000	Coaches' Salaries	131,819.00	0.00	131,819.00	42,796.58	85,099.42		
2855-200-05-0100	Equipment - Uniforms	7,000.00	0.00	7,000.00	6,557.83	0.00		
2855-200-05-1400	General Athletic Equipmen	6,295.00	0.00	6,295.00	0.00	0.00	•	
2855-400-05-0200	Boys' Baseball Other Exp	3,865.00	0.00	3,865.00	197.00	0.00	•	
2855-400-05-0300	Boys' Basketball Other Ex	6,200.00	0.00	6,200.00	1,662.52	0.00	4,537.48	

Budget Status Report As Of: 12/31/2022 Fiscal Year: 2023

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance	
2855-400-05-0500	Cheering Other Expense	750.00	0.00	750.00	300.00	0.00	450.00	
2855-400-05-0700	Boys' Soccer Other Expens	5,000.00	-1,430.52	3,569.48	2,258.00	0.00	1,311.48	
2855-400-05-0800	Girls' Soccer Other Expen	4,500.00	329.00	4,829.00	4,829.00	0.00	0.00	
2855-400-05-0900	Girls' Track Other Expens	1,100.00	0.00	1,100.00	0.00	0.00	1,100.00	
2855-400-05-1000	Boys' Track Other	1,100.00	0.00	1,100.00	0.00	0.00	1,100.00	
2855-400-05-1200	Girls' Volleyball Other E	2,925.00	1,076.00	4,001.00	4,001.00	0.00	0.00	
2855-400-05-1300	Girls' Basketball Other E	6,500.00	0.00	6,500.00	630.50	0.00	5,869.50	
2855-400-05-1400	General Athletic Other Ex	6,000.00	0.00	6,000.00	2,571.41	0.00	3,428.59	
2855-400-05-1500	Girls' Softball Other Exp	3,865.00	0.00	3,865.00	0.00	0.00	3,865.00	
2855-400-05-1600	Golf Other Expense	1,750.00	0.00	1,750.00	0.00	0.00	1,750.00	
2855-490-00-0000	BOCES - Section X Coord	12,019.00	0.00	12,019.00	5,611.50	0.00	6,407.50	
2855-500-05-0300	Boys' Basketball Supplies	700.00	0.00	700.00	483.03	0.00	216.97	
2855-500-05-0500	Cheerleading Supplies	250.00	0.00	250.00	0.00	0.00	250.00	
2855-500-05-0700	Boys' Soccer Supplies	1,750.00	0.00	1,750.00	1,056.71	0.00	693.29	
2855-500-05-0800	Girls' Soccer Supplies	1,750.00	0.00	1,750.00	831.21	0.00	918.79	
2855-500-05-0900	Girls' Track Supplies	300.00	0.00	300.00	0.00	0.00	300.00	
2855-500-05-1000	Boys' Track Supplies	300.00	0.00	300.00	0.00	0.00	300.00	
2855-500-05-1200	Girls' Volleyball Supplie	383.00	25.52	408.52	408.52	0.00	0.00	
2855-500-05-1300	Girls' Basketball Supplie	750.00	0.00	750.00	622.42	0.00	127.58	
2855-500-05-1400	General Athletic Supplies	3,500.00	0.00	3,500.00	1,814.26	0.00	1,685.74	
2855-500-05-1500	Girls' Softball Supplies	750.00	0.00	750.00	0.00	0.00	750.00	
2855-500-05-1600	Golf Supplies	300.00	0.00	300.00	0.00	0.00	300.00	
2855-500-05-1700	AED Supplies	1,092.00	0.00	1,092.00	0.00	0.00	1,092.00	
28 Pupil Services - State Fund	ction Group Subtotal	695,943.00	0.00	695,943.00	165,134.84	253,864.98	276,943.18	
5510-160-00-0000	Transportation Salaries	491,222.00	-10,900.21	480,321.79	214,049.27	244,451.83	21,820.69	
5510-160-00-1000	Transp Sal - Pre-K	31,396.00	0.00	31,396.00	6,238.64	0.00	25,157.36	
5510-162-00-0000	Transp Office-Super Salar	84,240.00	10,900.21	95,140.21	51,188.90	43,951.31	0.00	
5510-200-00-0000	Transportation Equipment	5,500.00	0.00	5,500.00	0.00	0.00	5,500.00	
5510-400-00-0000	Transportation Other Exp	25,000.00	-886.02	24,113.98	-2,655.66	0.00	26,769.64	
5510-400-00-1000	Transp Prof Dev Other Exp	0.00	886.02	886.02	886.02	0.00	0.00	
5510-401-00-0000	Transportation Insurance	18,000.00	0.00	18,000.00	17,360.27	0.00	639.73	
5510-490-00-0000	BOCES Transp. Services	5,057.00	0.00	5,057.00	2,603.70	0.00	2,453.30	
5510-500-00-0000	Transportation Supplies	14,500.00	0.00	14,500.00	330.50	0.00	14,169.50	
5510-570-00-0000	Transportation Parts	60,000.00	0.00	60,000.00	20,293.99	0.00	39,706.01	
5510-571-00-0000	Transportation Gasoline	130,000.00	0.00	130,000.00	27,029.81	0.00	102,970.19	
5510-572-00-0000	Transportation Oil	11,000.00	0.00	11,000.00	3,629.60	0.00	7,370.40	
5510-573-00-0000	Transportation Tires & Ch	16,500.00	0.00	16,500.00	4,462.60	0.00	12,037.40	
5530-200-00-0000	Equipment	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00	

Budget Status Report As Of: 12/31/2022

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance	
5530-400-00-0000	Bus Garage Other Expense	6,500.00	0.00	6,500.00	332.73	0.00	6,167.27	
5530-410-00-0000	Bus Gararage Insurance	15,000.00	0.00	15,000.00	11,385.67	0.00	3,614.33	
5530-420-00-0000	Fuel Oil	30,000.00	0.00	30,000.00	5,116.43	0.00	24,883.57	
5530-470-00-0000	Garage Bldg Electricity	10,352.00	0.00	10,352.00	2,943.80	0.00	7,408.20	
5530-500-00-0000	Bus Garage Supplies	2,100.00	0.00	2,100.00	502.92	0.00	1,597.08	
5540-400-00-0000	Contract Transportation	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00	
55 Pupil Transportation - State	Function Group Subtotal	976,367.00	0.00	976,367.00	365,699.19	288,403.14	322,264.67	
7140-150-00-0000	Fitness Center Instruc	3,374.00	821.00	4,195.00	2,097.50	2,097.50	0.00	
7140-160-00-0000	Fitness Center Non-Instr	14,124.00	-821.00	13,303.00	9,968.40	0.00	3,334.60	
7140-200-00-0000	Fitness Center Equip	8,000.00	0.00	8,000.00	0.00	7,722.00	278.00	
7140-400-00-0000	Fitness Center Other	3,000.00	0.00	3,000.00	0.00	525.00	2,475.00	
7140-500-00-0000	Fintness center supplies	2,500.00	0.00	2,500.00	107.68	0.00	2,392.32	
7 Community Services - State I	Function Group Subtotal	30,998.00	0.00	30,998.00	12,173.58	10,344.50	8,479.92	
9010-800-00-0000	State Retirement	211,520.00	0.00	211,520.00	134,177.13	56,772.28	20,570.59	
9020-800-00-0000	Teacher Retirement	531,392.00	0.00	531,392.00	172,054.71	285,943.95	73,393.34	
9030-800-00-0000	Social Security	562,801.00	0.00	562,801.00	184,036.74	261,197.45	117,566.81	
9040-800-00-0000	Workers' Compensation	51,592.00	0.00	51,592.00	18,238.48	19,991.50	13,362.02	
9050-800-00-0000	Unemployment Insurance	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00	
9060-800-00-0000	Health Insurance	2,525,692.00	0.00	2,525,692.00	1,236,359.10	0.00	1,289,332.90	
9060-800-00-1000	Health Ins Retirees	1,502,202.00	0.00	1,502,202.00	745,465.22	0.00	756,736.78	
9060-810-00-0000	Dental Insurance	0.00	0.00	0.00	7,137.50	0.00	-7,137.50	
9089-800-00-0000	Other Employee Benefits	142,357.00	0.00	142,357.00	108,320.79	0.00	34,036.21	
90 Employee Benefits - State F	unction Group Subtotal	5,532,556.00	0.00	5,532,556.00	2,605,789.67	623,905.18	2,302,861.15	
9711-600-00-0000	Building Bond Principal	720,000.00	0.00	720,000.00	0.00	0.00	720,000.00	
9711-700-00-0000	<b>Building Bond Interest</b>	196,688.00	0.00	196,688.00	58,171.88	0.00	138,516.12	
9731-600-00-0000	BAN Principal	220,193.00	0.00	220,193.00	0.00	0.00	220,193.00	
9731-700-00-0000	BAN Interest	96,978.00	0.00	96,978.00	935.49	0.00	96,042.51	
9770-700-00-0000	Revenue Anticipation Note	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00	
97 Debt Service - State Function	n Group Subtotal	1,243,859.00	0.00	1,243,859.00	59,107.37	0.00	1,184,751.63	
9901-930-00-0000	Transfer to School Lunch	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00	
9901-950-00-0000	Transfer to Special	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00	
9950-900-00-0000	Transfer to Capital/Debt	385,000.00	0.00	385,000.00	600,000.00	0.00		
99 Interfund Transfers - State F	function Group Subtotal	435,000.00	0.00	435,000.00	600,000.00	0.00	-165,000.00	
Total GENERAL FUND		19,379,011.00	0.00	19,379,011.00	7,655,144.76	4,091,985.94	7,631,880.30	

# Madrid-Waddington Central School District BUDGET REPORT

For The Period Ending December 31, 2022

#### Expenditures:

·	Original Appr		_	Carry over	 Total Approp	Expenditures		Encumb.		_Av	vailable Balance	
Board of Education	\$	117,428.00	\$	-	\$ 117,428.00	\$	61,245.64	\$	45,260.13	\$	10,922.23	
<b>Central Administration</b>	\$	365,769.00	\$	-	\$ 365,769.00	\$	153,403.76	\$	104,802.13	\$	107,563.11	
Finance	\$	54,103.00	\$	-	\$ 54,103.00	\$	14,644.35	\$	6,923.12	\$	32,535.53	
Legal Services	\$	40,136.00	\$	-	\$ 40,136.00	\$	14,291.25	\$	-	\$	25,844.75	
Central Services	\$	1,371,982.00	\$	-	\$ 1,371,982.00	\$	624,050.59	\$	210,149.82	\$	537,781.59	
Special Items	\$	690,211.00	\$	-	\$ 690,211.00	\$	295,949.55	\$	-	\$	394,261.45	
Instruction	\$	8,520,602.00	\$	-	\$ 8,520,602.00	\$	2,848,789.81	\$	2,802,197.92	\$	2,869,614.27	
Transportation	\$	976,367.00	\$	-	\$ 976,367.00	\$	365,699.19	\$	288,403.14	\$	322,264.67	
Community Services	\$	30,998.00	\$	-	\$ 30,998.00	\$	12,173.58	\$	10,344.50	\$	8,479.92	
Employee Benefits	\$	5,532,556.00	\$	-	\$ 5,532,556.00	\$	2,605,789.67	\$	623,905.18	\$	2,302,861.15	
Debt Service	\$	1,243,859.00	\$	-	\$ 1,243,859.00	\$	59,107.37	\$	-	\$	1,184,751.63	
Interfund Transfers	\$	435,000.00	\$	-	\$ 435,000.00	\$	600,000.00	\$	-	\$	(165,000.00)	
	\$	19,379,011.00	\$	-	\$ 19,379,011.00	\$	7,655,144.76	\$	4,091,985.94	\$	7,631,880.30	

Revenue Status Report As Of: 12/31/2022

Fiscal Year: 2023
Fund: A GENERAL FUND

Revenue Account	Subfund	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
1001.000		Real Property Taxes	3,966,985.00	0.00	3,966,985.00	4,048,803.76		81,818.76
1081.000		Other Pmts in Lieu of Taxes	10,625.00	0.00	10,625.00	0.00	10,625.00	
1085.000		STAR Reimbursement	752,641.00	0.00	752,641.00	0.00	752,641.00	
1090.000		Int. & Penal. on Real Prop.Tax	7,000.00	0.00	7,000.00	0.00	7,000.00	
2401.000		Interest and Earnings	1,500.00	0.00	1,500.00	13,358.16		11,858.16
2410.000		Rental of Real Property, Indiv.	0.00	0.00	0.00	420.00		420.00
2650.000		Sale Scrap & Excess Material	1,000.00	0.00	1,000.00	1,912.00		912.00
2665.000		Sale of Equipment	0.00	0.00	0.00	3,500.00		3,500.00
2701.000		Refund PY Exp-BOCES Aided Srvc	190,000.00	0.00	190,000.00	0.00	190,000.00	
2703.000		Refund PY Exp-Other-Not Trans	500.00	0.00	500.00	0.00	500.00	
2705.000		Gifts and Donations	225,000.00	0.00	225,000.00	185,600.00	39,400.00	
2770.000		Other Unclassified Rev.(Spec)	50,000.00	0.00	50,000.00	44,124.62	5,875.38	
3101.000		Basic Formula Aid-Gen Aids (Ex	9,163,951.00	0.00	9,163,951.00	1,524,815.79	7,639,135.21	
3101.100		Excess Cost Aid	409,314.00	0.00	409,314.00	310,009.00	99,305.00	
3102.000		Lottery Aid	828,976.00	0.00	828,976.00	1,440,121.74		611,145.74
3103.000		BOCES Aid (Sect 3609a Ed Law)	1,175,000.00	0.00	1,175,000.00	0.00	1,175,000.00	
3260.000		Textbook Aid (Incl Txtbk/Lott)	46,158.00	0.00	46,158.00	0.00	46,158.00	
3262.000		Computer Sftwre, Hrdwre Aid	12,390.00	0.00	12,390.00	0.00	12,390.00	
3263.000		Library AN Loan Program Aid	4,418.00	0.00	4,418.00	0.00	4,418.00	
3289.000		Other State Aid	30,000.00	0.00	30,000.00	151,889.35		121,889.35
4601.000		Medic.Ass't-Sch Age-Sch Yr Pro	50,000.00	0.00	50,000.00	6,203.19	43,796.81	
5031.000		Interfund Transfers(Not D.Serv	385,000.00	0.00	385,000.00	0.00	385,000.00	
5031.100		Interfund Transfers(UI)	5,000.00	0.00	5,000.00	0.00	5,000.00	
5031.200		EBALR	135,757.00	0.00	135,757.00	0.00	135,757.00	
5050.000		Interfund Trans. for Debt Svs	1,117,171.00	0.00	1,117,171.00	970,000.00	147,171.00	
Subfund Subtotal	1		18,568,386.00	0.00	18,568,386.00	8,700,757.61	10,699,172.40	831,544.01
Total GENERAL FUND			18,568,386.00	0.00	18,568,386.00	8,700,757.61	10,699,172.40	831,544.01

Selection Criteria

1999

These are estimates to balance the budget

<sup>\*</sup> Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

# Madrid-Waddington Central School District BUDGET REPORT

#### For The Period Ending December 31, 2022

#### Revenue:

	Initial Est Rev			Initial Est Rev			Adjustments Current Est Rev			A	ctual Revenue	 Variance		
Property Taxes	\$	4,737,251.00	\$	-	\$	4,737,251.00	\$	4,048,803.76	\$ (688,447.24)					
Tuition	\$	-	\$	-	\$	-	\$	· · · -	\$ •					
Admissions	\$	-	\$	-	\$	-	\$	-	\$ -					
Interest & Earnings	\$	1,500.00	\$	-	\$	1,500.00	\$	13,358.16	\$ 11,858.16					
Sale of Scrap & Excess	\$	1,000.00	\$	-	\$	1,000.00	\$	5,832.00	\$ 4,832.00					
Insurance Recoveries	\$	-	\$	-	\$	-	\$	-	\$ -					
Medicare Part D Reimb.	\$	-	\$	-	\$	-	\$	-	\$ -					
Refund of Prior Yrs Exp	\$	190,500.00	\$	-	\$	190,500.00	\$	-	\$ (190,500.00)					
Gifts & Donations	\$	225,000.00	\$	-	\$	225,000.00	\$	185,600.00	\$ (39,400.00)					
Unclassified Revenues	\$	50,000.00	\$	-	\$	50,000.00	\$	44,124.62	\$ (5,875.38)					
Basic Aid	\$	10,402,241.00	\$	-	\$	10,402,241.00	\$	3,274,946.53	\$ (7,127,294.47)					
BOCES Aid	\$	1,175,000.00	\$	-	\$	1,175,000.00	\$	-	\$ (1,175,000.00)					
Other State Aid	\$	142,966.00	\$	-	\$	142,966.00	\$	158,092.54	\$ 15,126.54					
Appropriated Res FB	\$	525,757.00	\$	-	\$	525,757.00	\$	-	\$ (525,757.00)					
Interfund Transfer - Debt Service	\$	1,117,171.00	\$	-	\$	1,117,171.00	\$	970,000.00	\$ (147,171.00)					
Appropriated Fund Balance	\$	810,625.00	\$	-	\$	810,625.00	\$	810,625.00	\$ •					
	\$	19,379,011.00	\$	-	\$	19,379,011.00	\$	9,511,382.61	\$ (9,867,628.39)					

#### School Lunch Fund Monthly Analysis Worksheet For the Period Ending December 31, 2022

Beginning Fund Balance	(\$39,577.61)	
Profit or (Loss)	(\$22,089.94)	
Ending Fund Balance	(\$61,667.55)	
Revenues		
Type A Sales		
Breakfast	\$2,652.80	
Lunch	\$6,768.69	
Other Sales		
Breakfast	\$737.70	
Lunch *	\$4,115.77	
Total Sales		\$14,274.96
Federal Aid Receivable		
Breakfast	\$5,897.00	
Lunch	\$13,540.00	
State Aid Receivable		
Breakfast	\$268.00	THE RESERVE OF THE PARTY OF THE
Lunch	\$444.00	
Total Aid Receivable		\$20,149.00
Surplus Food		\$0.00
Other Revenue		\$0.00
Total Revenues		\$34,423.96
i otal ite velides	=	400,000
Expenses		
Expenses  Beginning Food Inventory	\$18.670.12	211212
Beginning Food Inventory	\$18,670.12 \$29.015.77	
Beginning Food Inventory Add: Purchases	\$29,015.77	
Beginning Food Inventory Add: Purchases Less: Ending Inventory		\$30,273.45
Beginning Food Inventory Add: Purchases	\$29,015.77	\$30,273.45
Beginning Food Inventory Add: Purchases Less: Ending Inventory	\$29,015.77	\$30,273.45
Beginning Food Inventory Add: Purchases Less: Ending Inventory Food Used	\$29,015.77 \$17,412.44	\$30,273.45
Beginning Food Inventory Add: Purchases Less: Ending Inventory Food Used  Beginning Federal Food Inventory	\$29,015.77 \$17,412.44 \$6,640.85	\$30,273.45
Beginning Food Inventory Add: Purchases Less: Ending Inventory Food Used  Beginning Federal Food Inventory Add: Surplus Food	\$29,015.77 \$17,412.44 \$6,640.85 \$0.00	\$30,273.45
Beginning Food Inventory Add: Purchases Less: Ending Inventory Food Used  Beginning Federal Food Inventory Add: Surplus Food Less: Ending Inventory Federal Food Used	\$29,015.77 \$17,412.44 \$6,640.85 \$0.00	\$132.59
Beginning Food Inventory Add: Purchases Less: Ending Inventory Food Used  Beginning Federal Food Inventory Add: Surplus Food Less: Ending Inventory Federal Food Used  Salary	\$29,015.77 \$17,412.44 \$6,640.85 \$0.00	\$132.59 \$15,096.03
Beginning Food Inventory Add: Purchases Less: Ending Inventory Food Used  Beginning Federal Food Inventory Add: Surplus Food Less: Ending Inventory Federal Food Used  Salary Fringe Benefits	\$29,015.77 \$17,412.44 \$6,640.85 \$0.00	\$132.59 \$15,096.03 \$11,361.27
Beginning Food Inventory Add: Purchases Less: Ending Inventory Food Used  Beginning Federal Food Inventory Add: Surplus Food Less: Ending Inventory Federal Food Used  Salary Fringe Benefits Equipment	\$29,015.77 \$17,412.44 \$6,640.85 \$0.00	\$132.59 \$15,096.03
Beginning Food Inventory Add: Purchases Less: Ending Inventory Food Used  Beginning Federal Food Inventory Add: Surplus Food Less: Ending Inventory Federal Food Used  Salary Fringe Benefits Equipment Other Expenses	\$29,015.77 \$17,412.44 \$6,640.85 \$0.00 \$6,508.26	\$132.59 \$15,096.03 \$11,361.27 \$0.00
Beginning Food Inventory Add: Purchases Less: Ending Inventory Food Used  Beginning Federal Food Inventory Add: Surplus Food Less: Ending Inventory Federal Food Used  Salary Fringe Benefits Equipment Other Expenses  Beginning Supply Inventory	\$29,015.77 \$17,412.44 \$6,640.85 \$0.00 \$6,508.26	\$132.59 \$15,096.03 \$11,361.27 \$0.00
Beginning Food Inventory Add: Purchases Less: Ending Inventory Food Used  Beginning Federal Food Inventory Add: Surplus Food Less: Ending Inventory Federal Food Used  Salary Fringe Benefits Equipment Other Expenses  Beginning Supply Inventory Add: Supplies Purchased	\$29,015.77 \$17,412.44 \$6,640.85 \$0.00 \$6,508.26 \$4,998.64 \$404.44	\$132.59 \$15,096.03 \$11,361.27 \$0.00
Beginning Food Inventory Add: Purchases Less: Ending Inventory Food Used  Beginning Federal Food Inventory Add: Surplus Food Less: Ending Inventory Federal Food Used  Salary Fringe Benefits Equipment Other Expenses  Beginning Supply Inventory Add: Supplies Purchased Less: Ending Inventory	\$29,015.77 \$17,412.44 \$6,640.85 \$0.00 \$6,508.26	\$132.59 \$15,096.03 \$11,361.27 \$0.00 \$636.39
Beginning Food Inventory Add: Purchases Less: Ending Inventory Food Used  Beginning Federal Food Inventory Add: Surplus Food Less: Ending Inventory Federal Food Used  Salary Fringe Benefits Equipment Other Expenses  Beginning Supply Inventory Add: Supplies Purchased	\$29,015.77 \$17,412.44 \$6,640.85 \$0.00 \$6,508.26 \$4,998.64 \$404.44	\$132.59 \$15,096.03 \$11,361.27 \$0.00 \$636.39
Beginning Food Inventory Add: Purchases Less: Ending Inventory Food Used  Beginning Federal Food Inventory Add: Surplus Food Less: Ending Inventory Federal Food Used  Salary Fringe Benefits Equipment Other Expenses  Beginning Supply Inventory Add: Supplies Purchased Less: Ending Inventory	\$29,015.77 \$17,412.44 \$6,640.85 \$0.00 \$6,508.26 \$4,998.64 \$404.44	\$132.59 \$15,096.03 \$11,361.27 \$0.00 \$636.39

Profit or (Loss) for Month

(\$22,089.94)

#### Madrid-Waddington Central School Treasurer's Report For The Period Ending December 31, 2022

General Fund	224,263.69
School Lunch Fund	(7,029.69)
Trust & Custodial	1,041.59
General Fund Checking Account	218,275.59
Federal Fund Checking Account	151,248.04
Scholarship Account	2,171.15
Payroll Checking Account	0.00
Capital Fund Checking Account	8,817.19
General Fund Money Market Account - Chase Bank	<b>: @ 1.42%</b>
General Fund Savings	1,293,084.82
Unemployment	40,637.21
Building Reserve	1,492,449.70
Employee Benefit Reserve	94,742.14
Transportation Reserve	811,095.47
School Lunch	0.00
Federal Fund	138,209.00
Debt Service	704,211.29
Capital Fund	0.00
Chase Money Market Account	
Onaso Money Market Rootant	4,574,429.63

15,779.90

Fidelity Investment -Scholarship Account

WHEREAS, the Board of Education of the Madrid-Waddington Central School District desires to enter into a contract with St. Lawrence-Lewis BOCES for the purchase, acquisition and lease of copier equipment.

WHEREAS, the Board of Education believes that such agreement is in the best financial interest of the District because it is the cost effective means for instructional copying, scanning and printing; and

WHEREAS, the Board of Education has determined that such agreement is an ordinary contingent expenses.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Madrid-Waddington Central School Districts approves the lease of 4 photocopier/scanner/printer machines at a cost of \$52,680 with St. Lawrence-Lewis BOCES and authorizes the Superintendent to sign the contract. Further, the Board of Education authorizes any additional financing and/or BOCES administrative costs.

Note: A copy of this resolution signed by the District Clerk is needed for SED.

#### **Custodial Report**

#### January 17, 2023

- 1. Fire test & inspection completed for the school building & bus garage; all items passed.
- 2. Extinguishers & ansul system inspection completed.
- 3. Fire doors inspection due waiting on Kelly's for inspection date.
- 4. Boarded up old track high school gym from folding door.
- 5. New risers for winter concerts worked well.

# MADRID WADDINGTON BOARD OF EDUCATION

January 17, 2023

TRANSPORTATION REPORT
SHAWN LOSEY
SUMMARY OF ACTIVITY

- 1) We still have not received our new buses from last year's order. They are telling me they will be here this month, but they have been saying that since September.
- 2) We are having our last round of DOT inspections this Friday. We have had a couple of B defects this year for small things which were repaired before the inspector left.
- 3) Our gasoline pump stopped working recently. The new motor is on order and we have put in a temporary pump to use until the repair is done.
- 4) The boiler has quit a few times but overall is running fine at this point. We still have plugged heaters that do not throw much heat.
- 5) With the mild winter, we have had no problems with the diesel pump so far.
- 6) At this time we have no buses broke down and our monthly inspections are on schedule. We are just trying to keep up with washing the buses regularly.

#### Information on BOCES purchase of property in Norwood and referendum

- 1. The referendum will be held on February 8<sup>th</sup>, from noon until 8 PM, at all 3 CTE Centers and the ESC. More detailed information including the actual resolution will be shared soon by Moe.
- 2. The reason BOCES is purchasing the property stems from our desire to have a plan to transition to the Village of Norwood water, especially since the well failure at Seaway Tech in 2017 (the well failed on September 1, 2017, and the line and water pump were replaced on 9/9/17---students were unable to attend Seaway Tech to start the school year) This is the best possible outcome. With the renovation and new additions at Seaway it is a large facility to be on a well and it would seem prudent to be ready for another well failure or possible issues in the future.
- 3. An engineering water study was conducted in 2019-20 to assess feasibility and cost, to insure that this is the best solution moving forward. (see attachment)
- 4. There will be minimal tax impact to Norwood-Norfolk CSD, who is also on Village Water (\$14,600 annual assessment, which translates to approximately \$373 in annual village taxes).
- 5. Water quality would improve and be more reliable on Norwood Village Water.
- 6. It is unlikely that school districts would be able to come up with a plan for their students if they were unable to attend Seaway Tech if our water system failed again.
- 7. The purchase price for the property is \$30,000. See attached map of the parcel. Andy Silver represented BOCES as the buyer in this transaction. The purchase offer is contingent upon a positive vote in the referendum as this is required by the Education Law, Section 1950.

# SCHOOL CALENDAR ST. LAWRENCE-LEWIS BOCES

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November 18

December 15

January

21

Total Number of Days - 186

May 22

June 17

92

#### Legislative Advocacy Breakfast

High Peaks Resort, Lake Placid Friday, February 3, 2023

8:00 - 10:30 AM

8:00 - 8:30

Continental Breakfast

Assorted Muffins
Yogurt & Granola
Sliced Fruit
Served with Water Stations,
Chilled Juices & Coffee

8:30

Introduction of Legislators – Wayne Rogers, NYSSBA Area 6 Director

Opening Remarks by Legislators and NYSCOSS Representative Robert Lowry

8:45 - 10:15

Presentation of Key Advocacy Positions by Participants and Dialog with Legislators on those topics

10:15 - 10:30

Closing Remarks and Reminders on Key Advocacy Dates in March – Wayne Rogers, NYSSBA Area 6 Director

- NYSSBA Capital Conference February 10, 2023
- BOCES Advocacy Day March 1, 2023
- NYSCOSS Winter Institute and Advocacy Day March 5-7, 2023 (Advocacy Day March 7)

# nationalgrid

Superintendent Eric Burke Madrid- Waddington Central School 2582 State Highway 345 Madrid, NY 13660

Dear Superintendent Eric Burke,

Thank you for reaching out to National Grid about fleet electrification and electric vehicle charging infrastructure.

National Grid is committed to the electrification of our transportation network to support the future of clean transportation. National Grid's *EV Make-Ready* Fleet Advisory Services provides the guidance and resources that fleet operators need to accelerate and simplify their transition to an electric fleet. Under National Grid's *EV Make-Ready* Fleet Advisory Services, we offer Fleet Assessments and infrastructure incentives. These light, medium, and heavy-duty fleet charging infrastructure incentives accelerate the electric vehicle (EV) market transition by providing affordable, clean, and accessible energy solutions.

As part of our Fleet Advisory Services, we are pleased to provide the enclosed Fleet Assessment Report. Once your project is further along, please provide National Grid with a vehicle electrification roadmap (more information enclosed) so we can update the Fleet Assessment Report.

After reviewing the enclosed report, feel free to reach out to me at 716-984-3520 or <a href="mailto:leslie.vishwanath@nationalgrid.com">leslie.vishwanath@nationalgrid.com</a> to discuss questions or next steps. Thank you for your interest.

Yours sincerely,

Leslie Vishwanath Lead Project Manager National Grid 144 Kensington Ave Buffalo, NY 14214

Email: leslie.vishwanath@nationalgrid.com

Cell: 716-984-3520

# Fleet Assessment Report for Madrid- Waddington Central School





#### **PREPARED BY**

Ryan Wheeler Clean Transportation, Fleet Electrification Product Owner National Grid 1125 Broadway, Albany, NY 12204 Ryan.Wheeler@nationalgrid.com 518-641-9990



Leslie Vishwanath
Lead Project Manager, Electric Vehicles/ Fleets - NY
National Grid
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716-984-3520

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SECTION 5: SITE FEASIBILITY ASSESSMENT	7
SECTION 6: VEHICLE AND SITE USAGE: ESTIMATED POWER DEMAND AND CONSUMPTION	8
SECTION 7: MAKE-READY PROGRAM INCENTIVES	
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#### **SECTION 1: PURPOSE**

The purpose of this Fleet Assessment Report is to support the customer journey and make your fleet electrification journey seamless. Due to national, state, and local sustainability goals, an increasing number of fleet operators are researching the viability of adding electric vehicles (EVs) to their fleets, in order to reduce harmful greenhouse gas emissions. EVs provide a great opportunity for fleets to reduce their fuel consumption and their carbon footprint, while decreasing the total cost of ownership over internal combustion engine vehicles. The enclosed Fleet Assessment Report is a tool that helps the fleet operators create a fleet electrification roadmap and understand the impacts and costs of electrification. The Fleet Assessment Report delivers the information, resources, and analysis needed to make informed decisions on transitioning a fleet to electric.

The Fleet Assessment Report also advises operators of available incentives to make the journey more affordable for fleets to convert. Incentives are an important tool to enable the market by reducing the total cost of ownership of EVs and related charging. The Fleet Assessment Report makes infrastructure suggestions to ensure the charging is right sized to a fleet's needs. It is important to understand the type and cost of the charging infrastructure to support the energy requirements of the fleet and understand the potential demand of the site on the electric grid.



# SECTION 2: THE IMPORTANCE OF ENGAGING WITH NATIONAL GRID BEFORE THE FLEET ELECTRIFICATION JOURNEY

National Grid is one of the world's largest investor-owned energy utilities with operations in the United Kingdom and the United States. We employ 17,000 Americans, the vast majority of whom are union labor, and we live and work in the communities we serve. National Grid is a leader in clean transportation, and we are committed to supporting New York State and the Climate Leadership and Community Protection Act goals. We serve as a key partner in accelerating EV charging infrastructure deployment and vehicle adoption in New York. National Grid has been supporting transportation electrification for over ten years by providing guidance, incentives, and connections to our electric network for our residential and commercial customers to enable EV adoption and charger deployment and working broadly with key stakeholders to accelerate transportation electrification across communities.

National Grid has made strides to facilitate equitable access to clean transportation choices and we are building a reliable network that benefits all customers and accelerates the market. Under the statewide, Public Service Commission (PSC)-designed NY EV Make-Ready Program, through which National Grid provides incentives for the electrical infrastructure necessary to support the electric vehicle (EV) chargers, we are working with customers across all segments – such as schools, commercial fleets, multi-unit dwellings, workplaces, municipalities, and transit authorities – to meet their needs and assist in their transition to electric vehicles.

To address climate change, National Grid is committed to the electrification of our transportation network. National Grid offers Fleet Advisory Services to facilitate equitable access to clean transportation choices and build a reliable network that benefits all customers and enables the market. We are working with fleets across New York State to perform Fleet Assessments. It is advantageous for fleet operators and National Grid to begin working together early in the process of planning for electric fleet implementation as this helps operators better achieve their fleet electrification goals. National Grid enables fleet electrification through its Fleet Assessment Reports by advising on site feasibility, charging capacity, future bill impacts, evaluation of infrastructure needs, and braiding available public resources together to reduce upfront costs of fleet electrification. Early engagement helps develop an efficient plan to ensure that project timelines are aligned, the process is clear, facilities are ready for increased demand, and cost containment strategies are deployed. This information will help fleets to accelerate transformation of the transportation sector, which generates the largest share of greenhouse gases emissions in the Northeast and Mid-Atlantic regions. As part of the Fleet Advisory Services, we are pleased to provide the enclosed Fleet Assessment Report.



#### **SECTION 3: PROJECT INFORMATION**

The Madrid- Waddington Central School is interested in a fleet assessment for this site, within National Grid's territory:

- 1. 396 Brady Road, Madrid, NY 13660
  - a. This site is a fleet depot or garage.

The purpose of the Madrid- Waddington Central School's fleet is to provide student transportation. The District is researching transitioning to an electric fleet. Currently, the Madrid- Waddington Central School has 18 vehicles under consideration for electrification. The fleet has 12 Type D buses, 3 Type A buses, and 3 Vans. All fleet vehicles travel, on average, 100 miles per day.

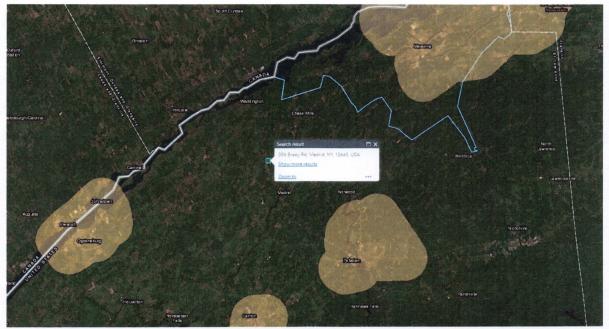
The District is currently investigating converting their entire fleet to EV due to New York State's requirements that schools switch to zero emission electric buses starting in 2027, with a goal of the entire school bus fleet being transitioned by 2035. The District will follow NYS timelines and will likely begin purchasing 2 electric vehicles per year in 2027, but they are considering transitioning earlier.

The Madrid- Waddington Central School's annual operating budget and capital budget for vehicles and charging equipment is between \$500,001 and \$1,000,000. The District currently has zero (0) plug-in EVs in their fleet and zero (0) electric vehicle supply equipment (EVSE aka charging stations) plugs. The fleet does not currently utilize a telematics system.



## **Proximity to Disadvantaged Community**

Per New York's definition of Disadvantaged Communities (DACs), this site is not located within a <u>DAC</u> (yellow area on map). It is still possible to qualify a project as a DAC, if there are eligible routes into a DAC.

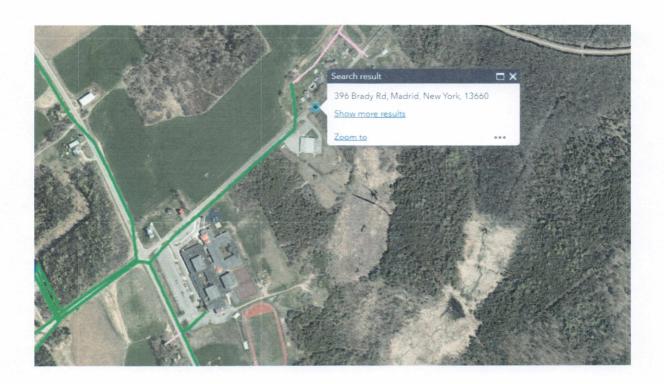


Map as of December 2022



#### **SECTION 4: EXISTING SITE DESIGN**

1. 396 Brady Road, Madrid, NY 13660



Feeder Level Data 3 Phase

> 1.5 MW Capacity Remaining

600 kW to 1.5 MW Capacity Remaining

< 600 kW Capacity Remaining

1 and 2 Phase

nationalgrid

#### **SECTION 5: SITE FEASIBILITY ASSESSMENT**

1. 396 Brady Road, Madrid, NY 13660

The site is served by National Grid's Distribution Feeder 36\_25\_95758:

# Feeder Level Data 3 Phase

Substation	BRADY
Feeder	36_25_95758
Feeder Voltage (kV)	13.20
Transformer Bank Rating (MW)	26.25
2020 Feeder Peak Load (MW)	2.80
Feeder Rating (MW)	8.32
EV Feeder Load Capacity Headroom (MW)	5.53

Using this information, National Grid has determined that this site falls within a green zone of the distribution grid, which is an area that has > 1.5 MW of Load Capacity remaining. Feeder 36\_25\_95758 has approximately 5.51- 5.53 MW of headroom available.

See Section 6 of this assessment for additional information needed by National Grid. This additional information will allow National Grid to perform a more detailed review and provide recommendations. See Section 7 of this assessment to learn more about National Grid's EV charging incentives to help fund infrastructure upgrades, if required.



#### SECTION 6: VEHICLE AND SITE USAGE: ESTIMATED POWER DEMAND AND CONSUMPTION

The estimated power demand from these vehicles could vary dramatically, depending on factors including, but not limited to the types of vehicles, vehicle availability, estimated mileage, operating profile, vehicle to charger ratio, and type of charger. National Grid would eventually need additional information from the Madrid- Waddington Central School to advise more on power demand and consumption. Specifically, National Grid needs the type of vehicle that the Madrid- Waddington Central School is considering electrifying. National Grid will also need to know the estimated number of EVSE ports the site, as well as the



desired type of chargers at the site (level 2: 7-19 kW, or DCFC: 50+ kW). Once this detailed vehicle electrification roadmap has been determined, National Grid can work with the Madrid- Waddington Central School to determine the best path forward, if the district would like.

The table below provides some approximate power demands for the project site listed above.

Madrid-Waddington Central School

Site	Type of Vehicles	# of Vehicles	EV: Charger Ratio	# of EVSE		Vehicle Mi / kWh (Cold Weather)	Approx. Vehicle Miles Traveled (VMT) per day	per	kWh per Month per Vehicle	Peak kW Demand	Total Monthly kWh	Approx. Monthly Cost
	Light trucks											
1	(pickups, SUVs)	3	2	2	19	1.20	100	83	2,535	38	7,604	\$760.42
	School Bus -											
1	Type A	3	2	2	19	0.56	100	178	5,407	38	16,222	\$1,622.22
	School Bus -											
1	Type D	12	2	6	19	0.45	100	222	6,759	114	81,111	\$8,111.11

190	Total Peak kW		
	Demand		
0.190	MW		

The table provides approximate power demands at the site for 1.) 3 Light-duty trucks (pickups, SUVs, vans) with 2 EVSE, 2.) 3 School Buses - Type A with 2 EVSE, and 3.) 12 School Buses - Type D with 6 EVSE. As shown in the above table, the Madrid- Waddington Central School might anticipate up to 190 kW of peak demand, or .190 MW. Once a final vehicle electrification roadmap is presented to National Grid, the above vehicle, feeder capacity, and EVSE demand estimations will be updated to reflect projected demand, capacity, and related costs.



It is important to note that the estimates above are conservative estimates and should be used only for planning purposes. The analysis is for the above vehicle types operating at an average daily Vehicle Miles Traveled (VMT), of 100, for 365 days a year. Vehicle type descriptions are below and were used only for planning purposes.

Vehicle Type	Description	Example Electric Vehicles	
Light trucks (pickups, SUVs)	Light-duty trucks and SUVs, e.g. Ford F-150	0 Rivian and/or Tesla truck, Pacifica PHE	
School Bus - Type A	Type A conversion bus with a cutaway front section, <21,500 lbs.	Lion A	
School Bus - Type D	Type D transit-style school bus	Lion D, Greenpower Synapse 72	

If the average usage of the vehicles is considerably lower, then the monthly cost figures above would go down accordingly. The assessment above is designed to minimize the number of high-power stations, and has recommended 19 kW chargers for those vehicles, sometimes referred to as "right sizing" charging infrastructure. Given the high cost of EV chargers, especially DCFC, National Grid Customers should strive to reduce the number of high-power chargers, and limit the total kW installed at their site while meeting the needs of their fleet. Vehicles on the market today have a wide variety of battery sizes and ranges, and therefore the exact charging requirements are uncertain at this stage. A more thorough route-by-route analysis should be performed for the site in the table above prior to selecting the final mix of EV charging port types.

The approximate monthly cost in the table above is again only an estimate, and the monthly electricity cost can vary significantly from month to month, depending on the usage profile, weather, the mix of chargers at a site, and the coincident charging at a site. The costs listed above are using an assumption of  $\sim$ 50.10 / kWh, which can be a low estimate for some customers if the charging demand is highly coincidental or if usage is low. This \$0.10 / kWh assumption assumes a relatively high utilization rate of the chargers (i.e., a vehicle is plugged in and charging a substantial portion of a 24-hour period). If utilization is low (e.g., only 4 hours a day), then the cost per kWh would increase accordingly.

Commercial customers can fall into a number of different electricity rate classes, as listed on National Grid's Electricity Tariff page: <a href="https://www.nationalgridus.com/Upstate-NY-Business/Rates/Service-Rates?regionkey=nyupstate&customertype=business">https://www.nationalgridus.com/Upstate-NY-Business/Rates/Service-Rates?regionkey=nyupstate&customertype=business</a>. With loads above 100 kW, customers will typically

fall into the SC-3 rate, with an option to enroll in the SC-7 rate. The SC-7 rate can be advantageous for customers charging during off-peak hours. The SC-7 rate has an as-used Daily Demand charge, which is applied to the sum of their maximum daily demands in the billing period, measured during weekdays (excluding holidays), during the hours of 8am to 10pm. National Grid can help customers through the details of these rates following a more detailed estimate of the operational characteristics of the fleet.



nationalgrid

The cost of electricity for EV charging can be simplified into 2 categories of costs, 1) a delivery charge, and 2) a supply charge. The delivery charge can vary dramatically based on a customer's peak demand, in kilowatts (KW). The delivery charge also includes other less significant costs related to maintaining power quality of the grid, and unrelated to the EV load.

The second component, the supply charge, is dependent on the total energy consumption of the vehicles, in kilowatt-hours (kWh). The kWh usage of vehicles can again vary dramatically, based on the total miles traveled, weather, efficiency of the vehicle, and the driving conditions of the route(s) of the vehicle (e.g., hills). For the purposes of the estimate above, National Grid has assumed all vehicles operate at the maximum range, and with conservative efficiency assumptions, so it is likely that the actual kWh consumption of these vehicles could be significantly lower, with a correspondingly lower total operating cost.

Taken together, these two components of the electricity bill can have many combinations of EV charging loads. National Grid has used an estimate of 0.10 / kWh for this initial planning estimate, but that average rate could vary significantly with 1) a much larger than anticipated demand (i.e., a very "peaky" load profile), or 2) a much lower utilization of the chargers, which would lower the overall bill, but have a higher  $\hbar$ 

The Madrid- Waddington Central School should use the table above as a rough guideline for costs of EV charging for planning purposes but should continue to engage with National Grid as more becomes known about the project:

- 1. The actual vehicles to be electrified
- 2. The types of chargers to be installed
- 3. The total miles traveled, and expected kWh consumption
- 4. The charging profile of each charger

These factors can then determine a revised estimate of the total power demand, energy consumption, and approximate electricity costs for the site/s, including an assessment of the proper rate class (e.g., SC-2, SC-3, or SC-7).

Another consideration for the Madrid- Waddington Central School is leveraging your school bus fleet to help the grid meet peak energy demand for electricity. Electric vehicles equipped with bidirectional battery charging systems can successfully deliver stored electricity back to the power grid using Vehicle to Grid technology (V2G). National Grid has programs to help customers discharge energy at ideal times and compensates customers for the benefit this provides to the electric grid.





V2G technology is ideal during the summer months, when demand for electricity is often at its highest and clean energy stored in idled vehicles, like school buses, can provide an energy resource to the grid. V2G helps create a more resilient and flexible power grid and reduces the dependence on expensive fossil fuel. This technology allows school bus fleets to take advantage of the economic and environmental benefits that V2G technology offers. This technology helps to close the cost gap between electric and internal combustion engine vehicles and provides a unique revenue source to improve the economics of electric vehicle ownership.

Lastly, there are benefits to clustering charging for electric fleets. The required utility upgrades to address load impacts to distribution feeders could be minimized to enable fleet electrification, especially where there are "clusters" of fleets. Utility solutions would centrally and cost-effectively address the needs of multiple fleets at once, rather than a potentially inefficient piecemeal approach to address utility upgrades for one fleet at a time.

Collaborative and proactive site selection and planning by fleet operators is needed to accelerate and support fleet electrification. Without proactive planning, fleet electrification would come at a higher cost with possible delays, as multiple, piecemeal upgrades are made to enable one fleet at a time. Streamlining and centrally updating utility connections would reduce costs, address fleet pain points, and accelerate progress toward decarbonization goals to meet state deadlines. By fleets clustering and charging in proximity, National Grid can work to develop shared infrastructure solutions for electric fleets.





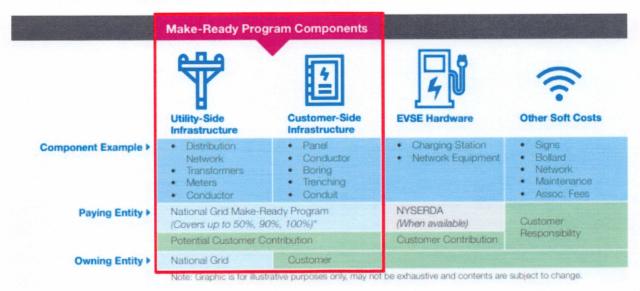
#### **SECTION 7: MAKE-READY PROGRAM INCENTIVES**



The goal of the EV Make-Ready Program is to support the development of electric infrastructure and equipment necessary to accommodate an increased deployment of EVs within New York State by reducing the upfront costs of building charging stations. Through this EV Make-Ready Program, National Grid's commercial customers seeking to install Level 2 (L2) and/or Direct Current Fast Charging (DCFC) chargers can earn incentives that will offset a large portion of, or in some cases, all the infrastructure costs associated with preparing a site for EV charger installation. National Grid's EV Make-Ready Program does not cover the cost of the EVSE hardware (charging station or network equipment). Depending on the desired fleet type, National Grid has the below infrastructure incentive options.

#### **Light Duty Vehicle Fleet Charging Incentives**

National Grid's role is to "Make the Site Ready" for a Customer or Fleet Operator to easily install or "plug in" an EV charging station, for public/ workplace/ school parking lot passenger vehicle charging or for light-duty electric fleet operations. National Grid funds a portion of the electric infrastructure upgrades needed on both the utility-side and customer-side of the meter. Without this program, the Customer would have to pay for the upgrades, which may otherwise be cost-prohibitive. National Grid does not own the actual charger nor the customer-side of the meter equipment under this program. This program can be used to fund light-duty fleet charging infrastructure and employee/student/ public electric vehicle charging infrastructure (at the project site or other locations).



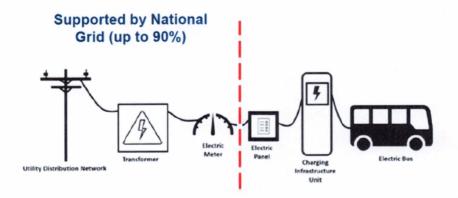


## **Eligibility Criteria**

Incentive Levels & you must be a Na	Criteria Key Terms:				
Incentive Level	Eligible Project Criteria	Standardized Plugs: Level 2: SAE J1772 DCFC: CCS1			
Up to 100%	Publicly available DCFC projects with standardized plug types located within Disadvantaged Communities.				
	L2 projects at multi-unit dwellings located within Disadvantaged Communities.	Proprietary Plugs: DCFC: CHAdeMO, Tesla			
Up to 90%	Publicly available L2 and DCFC projects with standardized plug types located outside of Disadvantaged Communities. Includes municipal pay-to-park and free parking locations.	Publicly Available/Accessible Open parking lots available 24/7			
	Publicly available L2 and DCFC projects including proprietary plugs must have an equal number of standardized plugs of an equal or greater charging capacity to the proprietary plugs (outside of Disadvantaged Communities).	without any restricted access, ke card entry, gates, or pay to park Exception: Pay to Park lot that			
	Non-public L2 and DCFC projects, such as workplaces with restricted access and privately-owned pay-to-park lots.	owned by a municipality is considered publicly available.			
	Public and non-public L2 and DCFC projects consisting only of proprietary plugs.				
	Public and non-public L2 and DCFC projects where proprietary plugs are not co-located with an equal number or greater number of standardized plugs of equal or greater charging capacity.	To qualify, DCFC projects must install stations of 50kW or greater and must have at least 2 simultaneously charging plugs.			
	in the purposes. National Grid reserves the right to make determinations regarding incentive-level eligibility based if the proposed project and available information at the time of review.				

National Grid's role is to "Make the Site Ready" for a Customer or Fleet Operator to easily install or "plug in" an EV charging station, for medium and heavy-duty electric fleet operations. Under the Medium and Heavy-Duty Vehicle (MHDV) Pilot Program, National Grid will fund a significant portion of the grid-side infrastructure to bring power to the charging station. The MHDV incentives cover up to 90% of utility-side make-ready costs. The MHDV incentives cover up to 90% of utility-side make-ready costs, only if utility side upgrades are needed. Once the final vehicle electrification roadmap is presented to National Grid, the above vehicle and EVSE demand estimations will be updated to reflect projected demand and related costs and then National Grid will have a better picture of the infrastructure requirements for the site.

Medium and Heavy-Duty Vehicle Fleet Charging Incentives





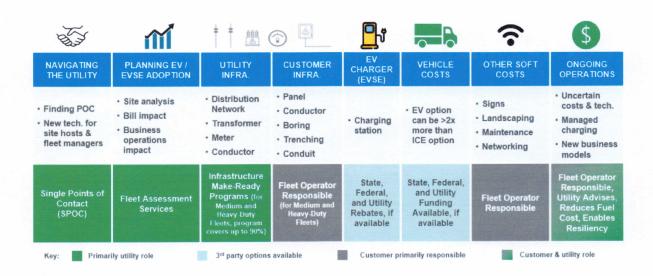
Applicants to the MHDV
Program must participate in the New York
Truck Voucher Incentive
Program
(NYTVIP).



NYTVIP is administered by the New York State Energy Research and Development Authority (NYSERDA). According to NYSERDA, NYTVIP "makes it easier for fleets to adopt clean vehicle technologies while removing the oldest, dirtiest diesel engines from New York roads." NYTVIP provides discounts to fleets across New York State that purchase or lease all-electric (battery electric or BEV) medium- and heavy-duty vehicles (weight class 4 through 8). On December 14, 2022, New York State announced that additional funding for electric school buses was allocated to NYTVIP.

The MHDV Program is focused on <u>disadvantaged communities</u> (<u>DACs</u>), where projects are prioritized to support a direct reduction of diesel emissions for those most impacted by pollution. The Madrid-Waddington Central School site is not located within a DAC, based on the DAC map in December 2022. However, if the District has eligible routes into a DAC, the project may still qualify for the MHDV Program.

# Customer Support: Utilities Support the Fleet Electrification Journey



Applicants to the Make-Ready Program can apply to the Light-Duty charging incentive program and the Medium and Heavy-Duty Fleet charging incentive program, if eligible.



#### SECTION 8: NEXT STEPS AND ADDITIONAL RESOURCES

- Provide the Final Vehicle Electrification Roadmap to National Grid: then the vehicle and EVSE demand estimations can be updated to reflect projected demand and related costs
- Or Get Support: contact National Grid's New York Fleet Implementation Lead Project Manager with questions- Leslie Vishwanath at Leslie.Vishwanath@nationalgrid.com or 716-984-3520.
- Or Move Forward with Electrifying Your Fleet
  - o Connect with National Grid for EV infrastructure needs
    - Link to UNY EV program
      - https://www.nationalgridus.com/takechargeprogramuny-materials
    - EV Hub for charging types
      - https://www.nationalgridus.com/ev-fleet-hub/
    - Engage with an approved contractor/ installer who will apply to the Make-Ready program on your behalf
      - <a href="https://www.nationalgridus.com/media/pdfs/bus-ways-to-save/ev/ee8467-ev-approved-contractor-list.pdf">https://www.nationalgridus.com/media/pdfs/bus-ways-to-save/ev/ee8467-ev-approved-contractor-list.pdf</a>
    - Link to Medium- and Heavy-Duty Vehicle (MHDV) fleets EV program
      - https://www.nationalgridus.com/Upstate-NY-Business/Energy-Saving-Programs/Electric-Vehicle-Charging-Station-Program#fleet







- Explore Resources for Electrifying
  - New York State Truck Voucher Incentive Program (NYS TVIP)
    - https://www.nyserda.ny.gov/All-Programs/Truck-Voucher-Program
  - New York State Department of Environmental Conservation (NYS DEC)
    - Grant Funding for Municipalities
    - https://www.dec.ny.gov/energy/109181.html
  - o Clean School Bus Program Funding
    - https://www.epa.gov/cleanschoolbus
    - https://www.epa.gov/cleanschoolbus/events-related-clean-school-busprogram#past events
    - https://www.epa.gov/cleanschoolbus/charging-and-fueling-infrastructureresources
  - o NY Power Authority Electric Vehicle Infrastructure
    - https://services.nypa.gov/en/Services/Clean-Energy-Solutions/Electric-Vehicle-Infrastructure
  - o American Rescue Plan (ARP) Electric School Bus Rebates
    - https://www.epa.gov/dera/2021-american-rescue-plan-arp-electric-school-bus-rebates
  - o World Resources Institute Electric School Bus Initiative
    - https://www.wri.org/initiatives/electric-school-bus-initiative
  - o Oregon Department of Energy: Guide to School Bus Electrification
    - https://www.oregon.gov/energy/energy-oregon/Documents/2022-Jan-14-School-Bus-Electrification-Guidebook.pdf
  - New York State Energy Research and Development Authority (NYSERDA)
    - https://www.nyserda.ny.gov/All-Programs/ChargeNY/Charge-Electric
    - https://www.nyserda.ny.gov/All-Programs/ChargeNY/Charge-Electric/Charging-Stations-Hosts-FAQs
    - https://greenbank.ny.gov/
  - o Preparing to Plug In Your Bus Fleet: 10 Things to Consider
    - https://www.eei.org/issuesandpolicy/electrictransportation/Documents/Prepar ingToPlugInYourBusFleet FINAL 2019.pdf
  - o Alternative Fuels Data Center (infrastructure and vehicle incentives) by state
    - https://afdc.energy.gov/fuels/laws/ELEC?state=ny
  - CALSTART's Zero-Emission Technology Inventory (ZETI) tool
    - https://globaldrivetozero.org/tools/zero-emission-technology-inventory/
  - List of all utility programs for EV charging, updated quarterly
    - https://www.eei.org/issuesandpolicy/Pages/EVPrograms.aspx
  - Additional resources from EEI
    - https://www.eei.org/issuesandpolicy/electrictransportation/Pages/default.aspx
  - Useful resources to explore, even though it's focused on federal fleets
    - https://www.energy.gov/eere/femp/resources-federal-fleet-management
  - Dashboard for Rapid Vehicle Electrification: DRVE Tool
    - https://www.electrificationcoalition.org/resource/drve/
  - o Fleet Advisor to help achieve sustainability goals
    - https://www.massfleetadvisor.org/resources/
  - o Total Cost of Ownership Estimator
    - https://globaldrivetozero.org/tools/calculator/



- Energy Storage Resources
  - <a href="https://www.nationalgrid.com/stories/energy-explained/what-is-battery-storage">https://www.nationalgrid.com/stories/energy-explained/what-is-battery-storage</a>
  - https://www.nyserda.ny.gov/All-Programs/Energy-Storage/Energy-Storage-for-Your-Business
  - https://energystorage.org/why-energy-storage/applications/customer-sited/
  - https://energystorage.org/wp/wp-content/uploads/2020/01/Energy-Storage-101-design.pdf
  - <a href="https://energystorage.org/why-energy-storage/applications/transportation-storage/">https://energystorage.org/why-energy-storage/applications/transportation-storage/</a>



#### **SECTION 9: APPENDIX: FREQUENTLY ASKED QUESTIONS**

#### Will additional training be needed for our drivers or maintenance staff?

Driving an EV is very similar to an ICE (internal combustion engine), but there are a few differences that your team may need help with, such as charging the vehicle and how to shift it into "drive." The level of training needed may vary depending on the vehicle type. The National Grid Electric Vehicle Fleet Hub (<a href="https://www.nationalgridus.com/ev-fleet-hub/">https://www.nationalgridus.com/ev-fleet-hub/</a>) provides information and training materials to help address your needs.

#### What is the impact of cold weather on electric vehicle (EV) operation?

Extreme outside temperatures do reduce range, because more energy must be used to heat or cool the cabin. In the northeast, this can equate to small range reductions in the fall and spring, and up to 30-50% in the winter. For estimates of range reductions on various light-duty EVs, see findings from Recurrent.

#### How long do EVs last?

A manufacturer's warranty of a light-duty EV typically covers 8 years or 100,000 miles, and the expected battery lifetime is 10 to 12 years. Batteries in newer EV models should be capable of longer miles and lifetimes. On average, EV battery degradation is about 2% per year. An EV reaches the end of its useful life when the battery has less than 80% of its initial capacity remaining.

# What electrical infrastructure upgrades will be needed to install chargers for my fleet? What are the associated costs?

While the specifics around electrical upgrades are not the focus of this analysis, your Project Manager can connect you with vetted charging station installers, as well as the National Grid EV Implementation Team, to better understand the costs of upgrades. Or you can engage directly with National Grid's Approved EV Contractor List to discuss charging options at your sites, and we can work directly with your contractor on EV Charging requirements and incentive options, if available. The link to National Grid's Approved EV Contractor List can be found here:

https://www.nationalgridus.com/media/pdfs/bus-ways-to-save/ev/ee8467-ev-approved-contractor-list.pdf

## Which New York fleets have gone electric and what funding did they receive?

The New York Fleet Advisory Services Program portal (<a href="https://www.nationalgridus.com/ev-fleet-hub/">https://www.nationalgridus.com/ev-fleet-hub/</a>) provides links to case studies of EV fleet deployment. If you would like additional or more specific examples, please contact your Project Manager.

#### Who do I contact with additional questions?

You can contact National Grid's New York Fleet Implementation Lead Project Manager Leslie Vishwanath at Leslie. Vishwanath@nationalgrid.com or 716-984-3520.



**2022** 1720

**Bylaws** 

#### **SUBJECT: MINUTES**

Board minutes are a legal record of the activities of the Board as a public corporation having the specified legal purpose of maintaining public schools. The minutes of all meetings will be kept by the District Clerk or, in their absence, by the Superintendent or designee. The minutes will be complete, accurate, and maintained in accordance with law. All minutes must be signed by the District Clerk when approved. Unless otherwise provided by law, minutes will be available to the public and posted on the District website within two weeks from the date of a meeting; draft copies, so marked, are acceptable, subject to correction.

Minutes of executive sessions need not include any matter which is not required to be made public by the Freedom of Information Law (FOIL).

The minutes of each meeting of the Board will state:

- a) The type of meeting;
- b) The date, time of convening, and adjournment;
- c) Board members present and absent;
- d) Board members' arrival and departure time, if different from opening or adjournment times;
- e) All action taken by the Board, including a record or summary of all motions, proposals, resolutions, and other matters formally voted upon, with evidence of those voting in the affirmative and the negative, and those abstaining.

#### **Minutes of Executive Sessions**

Minutes will be taken at executive sessions of any action that is taken by formal vote. The minutes will consist of a record or summary of the final determination of the action, the date, and the vote. However, this summary need not include any matter which is not required to be made public by the FOIL.

If action is taken by a formal vote in executive session, minutes will be available to the public and posted on the District website within one week of the date of the executive session.

Education Law §§ 1721, 2121, and 3020-a Public Officers Law §§ 87, 103, 103-a, and 106

NOTE: Refer also to Policy #1510 -- Regular Board Meetings and Rules (Quorum and Parliamentary Procedure)

**2023** 5681 1 of 5

Non-Instructional/Business Operations

#### SUBJECT: SCHOOL SAFETY PLANS

The District considers the safety of its students and staff to be of the utmost importance and is keenly aware of the evolving nature of threats to schools. As such, it will address those threats accordingly through appropriate emergency response planning. The District-wide school safety plan and the building-level emergency response plan(s) will be designed to prevent or minimize the effects of violent incidents, declared state disaster emergency involving a communicable disease or local public health emergency declaration and other emergencies and to facilitate the coordination of schools and the District with local and county resources in the event of these incidents or emergencies. These plans will be reviewed and updated by the appropriate team on at least an annual basis and adopted by the Board by September 1 of each school year.

The Board will make the District-wide school safety plan available for public comment at least 30 days prior to its adoption. The District-wide school safety plan may only be adopted by the Board after at least one public hearing that provides for the participation of school personnel, parents, students, and any other interested parties. The District-wide school safety plan and any amendments must be submitted to the Commissioner, in a manner prescribed by the Commissioner, within 30 days of adoption, but no later than October 1 of each school year.

Building-level emergency response plan(s) and any amendments must be submitted to the appropriate local law enforcement agency and the state police within 30 days of adoption, but no later than October 1 of each school year. Building-level emergency response plan(s) will be kept confidential and are not subject to disclosure under the Freedom of Information Law (FOIL) or any other provision of law.

#### District-Wide School Safety Plan

District-wide school safety plan means a comprehensive, multi-hazard school safety plan that covers all school buildings of the District, addresses crisis intervention, emergency response and management, and the provision of remote instruction during an emergency school closure, at the District level, and has the contents as prescribed in Education Law and Commissioner's regulations.

The District-wide school safety plan will be developed by the District-wide school safety team appointed by the Board. The District-wide school safety team will include, but not be limited to, representatives of the Board, teacher, administrator, and parent organizations, school safety personnel, and other school personnel including bus drivers and monitors. The District-wide school safety team will consider, as part of their review of the comprehensive District-wide school safety plan, the installation of a panic alarm system. \*At the discretion of the Board, a student may be allowed to participate on the District-wide school safety team.

The District-wide school safety plan will include, but not be limited to:

**2023** 5681 2 of 5

Non-Instructional/Business Operations

# SUBJECT: SCHOOL SAFETY PLANS (Cont'd.)

- a) Policies and procedures for responding to implied or direct threats of violence by students, teachers, other school personnel including bus drivers and monitors, and visitors to the school, including threats by students against themselves, which includes suicide;
- b) Policies and procedures for responding to acts of violence by students, teachers, other school personnel including bus drivers and monitors, and visitors to the school, including consideration of zero-tolerance policies for school violence;
- c) Appropriate prevention and intervention strategies, such as:
  - 1. Collaborative arrangements with state and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained, including being trained to de-escalate potentially violent situations, and are effectively and fairly recruited;
  - 2. Nonviolent conflict resolution training programs;
  - 3. Peer mediation programs and youth courts; and
  - 4. Extended day and other school safety programs;
- d) Policies and procedures for contacting appropriate law enforcement officials in the event of a violent incident;
- e) A description of the arrangements for obtaining assistance during emergencies from emergency services organizations and local governmental agencies;
- f) Procedures for obtaining advice and assistance from local government officials, including the county or city officials responsible for implementation of Executive Law Article 2-B, State and Local Natural and Man-Made Disaster Preparedness;
- g) The identification of District resources which may be available for use during an emergency;
- h) A description of procedures to coordinate the use of District resources and manpower during emergencies, including identification of the officials authorized to make decisions and of the staff members assigned to provide assistance during emergencies;
- i) Policies and procedures for contacting parents, guardians, or persons in parental relation to District students in the event of a violent incident or an early dismissal or emergency school closure;
- j) Policies and procedures for contacting parents, guardians, or persons in parental relation to an individual District student in the event of an implied or direct threat of violence by the student against themselves, which includes suicide;

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Non-Instructional/Business Operations

# SUBJECT: SCHOOL SAFETY PLANS (Cont'd.)

- k) Policies and procedures relating to school building security, including, where appropriate: the use of school safety officers, school security officers, and/or school resource officers; and security devices or procedures;
- Policies and procedures for the dissemination of informative materials regarding the early detection of potentially violent behaviors, including, but not limited to, the identification of family, community, and environmental factors to teachers, administrators, school personnel including bus drivers and monitors, parents and other persons in parental relation to students of the District or Board, students, and other persons deemed appropriate to receive the information;
- m) Policies and procedures for annual multi-hazard school safety training for staff and students, provided that the District must certify to the Commissioner that all staff have undergone annual training by September 15 on the building-level emergency response plan which must include components on violence prevention and mental health, provided further that new employees hired after the start of the school year will receive training within 30 days of hire or as part of the District's existing new hire training program, whichever is sooner;
- n) Procedures for the review and conduct of drills and other exercises to test components of the emergency response plan, including the use of tabletop exercises, in coordination with local and county emergency responders and preparedness officials;
- o) The identification of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage-takings, intrusions, and kidnappings;
- p) Strategies for improving communication among students and between students and staff and reporting of potentially violent incidents, such as the establishment of youth-run programs, peer mediation, conflict resolution, creating a forum or designating a mentor for students concerned with bullying or violence, and establishing anonymous reporting mechanisms for school violence;
- q) A description of the duties of hall monitors and any other school safety personnel, the training required of all personnel acting in a school security capacity, and the hiring and screening process for all personnel acting in a school security capacity;
- r) A system for informing all educational agencies within the District of a disaster or emergency school closure;

**2023** 5681 4 of 5

Non-Instructional/Business Operations

## SUBJECT: SCHOOL SAFETY PLANS (Cont'd.)

- s) The designation of the Superintendent or designee, as the District Chief Emergency Officer whose duties will include, but not be limited to:
  - 1. Coordinating the communication between school staff, law enforcement, and other first responders;
  - 2. Leading the efforts of the District-wide school safety team in the completion and yearly update of the District-wide school safety plan and the coordination of the District-wide school safety plan with the building-level emergency response plan(s);
  - 3. Ensuring staff understanding of the District-wide school safety plan;
  - 4. Ensuring the completion and yearly update of building-level emergency response plans for each school building;
  - 5. Assisting in the selection of security related technology and development of procedures for the use of the technology;
  - 6. Coordinating appropriate safety, security, and emergency training for District and school staff, including required training in the emergency response plan;
  - 7. Ensuring the conduct of required evacuation and lock-down drills in all District buildings as required by law; and
  - 8. Ensuring the completion and yearly update of building-level emergency response plan(s) by the dates designated by the Commissioner;
- t) Protocols for responding to a declared state disaster emergency involving a communicable disease that are substantially consistent with the provisions in Labor Law Section 27-c; and
- u) An emergency remote instruction plan.

## **Building-Level Emergency Response Plan**

Building-level emergency response plan means a building-specific school emergency response plan that addresses crisis intervention, emergency response and management at the building level and has the contents as prescribed in Education Law and Commissioner's regulations. As part of this plan, the District will define the chain of command in a manner consistent with the National Incident Management System (NIMS)/Incident Command System (ICS).

2023

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Non-Instructional/Business Operations

## SUBJECT: SCHOOL SAFETY PLANS (Cont'd.)

Building-level emergency response plan(s) will be developed by the building-level emergency response team. The building-level emergency response team is a building-specific team appointed by the building principal, in accordance with regulations or guidelines prescribed by the Board. The building-level emergency response team will include, but not be limited to, representatives of teacher, administrator, and parent organizations, school safety personnel and other school personnel including bus drivers and monitors, community members, local law enforcement officials, local ambulance, fire officials, or other emergency response agencies, and any other representatives the Board deems appropriate.

Classroom door vision panels will not be covered except as outlined in the building-level emergency response plan.

Education Law § 2801-a Labor Law § 27-c 8 NYCRR § 155.17

**Adoption Date** 

**2023** 6121 1 of 11

Personnel

#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE

#### Overview

The District is committed to creating and maintaining an environment which is free from discrimination and harassment. Sexual harassment is one form of workplace discrimination. This policy addresses sexual harassment in the workplace. It is just one component of the District's overall commitment to maintaining a discrimination and harassment-free educational and work environment.

Sexual harassment is a form of employee misconduct, a violation of District policy, and unlawful. Employees of every level who engage in sexual harassment, including supervisory personnel who engage in sexual harassment, who knowingly allow such behavior to continue, or fail to report suspected sexual harassment will be subject to remedial and/or disciplinary action by the District. Sexual harassment may also subject the District to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability.

The District adopts this policy as part of its effort to provide for the prompt and equitable resolution of complaints of sexual harassment in the workplace. The District will promptly respond to reports of sexual harassment in the workplace, ensure that all investigations are conducted within a reasonably prompt time frame and under a predictable fair grievance process that provides due process protections, and impose disciplinary measures and implement remedies when warranted.

Inquiries about this policy may be directed to the District's Civil Rights Compliance Officer(s) (CRCO(s)) and/or Title IX Coordinator(s).

#### Scope and Application

This policy applies to all instances of sexual harassment perpetrated against a "covered person," regardless of immigration status, by anyone in the workplace, including a co-worker, supervisor, or third-party such as a non-employee, paid or unpaid intern, vendor, building security, visitor, volunteer, parent, or student. For purposes of this policy, a "covered person" includes:

- a) Employees;
- b) Applicants for employment;
- c) Paid or unpaid interns; and
- d) Non-employees, which include anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or other person providing services pursuant to a contract in the workplace.

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Personnel

## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

Sexual harassment in the workplace can occur between any individuals, regardless of their sex or gender. Unlawful sexual harassment is not limited to the physical workplace itself. Sexual harassment can occur on school property and at school functions which, for purposes of this policy, means a school-sponsored or school-authorized extracurricular event or activity regardless of where the event or activity takes place, including any event or activity that may take place virtually or in another state. It can also occur while employees are traveling for District business. Calls, texts, emails, and social media usage can constitute unlawful workplace harassment, even if they occur away from school property, on personal devices, or during non-work hours. Accordingly, conduct or incidents of sexual harassment that create or foreseeably create a disruption within the District may be subject to this policy in certain circumstances.

Other District policies and documents such as regulations, procedures, collective bargaining agreements, and the District's *Code of Conduct* may address misconduct related to sexual harassment and may provide for additional, different, or more specific grievance procedures depending on a number of factors including, but not limited to, who is involved and where the alleged sexual harassment occurred. These documents must be read in conjunction with this policy.

The dismissal of a complaint under one policy or document does not preclude action under another related District policy or document.

#### What Constitutes Sexual Harassment

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender.

Under New York State Human Rights Law, sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful, and can be any harassing conduct that consists of more than petty slights or trivial inconveniences.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- a) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- b) Such conduct is made either explicitly or implicitly a term or condition of employment; or
- c) Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

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## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called "quid pro quo" harassment.

Any covered person who feels harassed should report the conduct so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

## **Examples of Sexual Harassment**

The following describes some actions that may constitute unlawful sexual harassment and that are strictly prohibited:

- a) Physical acts of a sexual nature, such as:
  - 1. Touching, pinching, patting, kissing, hugging, grabbing, brushing against another person's body or poking another person's body; and
  - 2. Rape, sexual battery, molestation or attempts to commit these assaults.
- b) Unwanted sexual advances or propositions, such as:
  - 1. Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments; and
  - 2. Subtle or obvious pressure for unwelcome sexual activities.
- c) Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- d) Sex stereotyping, which occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.

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#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

- e) Sexual or discriminatory displays or publications anywhere in the workplace, such as pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- f) Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, and the status of being transgender, such as:
  - 1. Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - 2. Sabotaging an individual's work; and
  - 3. Bullying, yelling, or name-calling.

## **Prohibition of Retaliatory Behavior (Whistle-Blower Protection)**

Unlawful retaliation can be any action that could discourage a covered person from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

The District prohibits any retaliatory behavior directed against complainants, victims, witnesses, and/or any other individuals who participate in the investigation of a complaint of sexual harassment. Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- a) Made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- b) Testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- c) Opposed sexual harassment by making an oral or informal complaint of harassment to a supervisor, building principal, other administrator, or the CRCO;
- d) Reported that another employee has been sexually harassed; or
- e) Encouraged a fellow employee to report harassment.

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#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

## **Reporting Allegations of Sexual Harassment**

Preventing sexual harassment is everyone's responsibility. The District cannot prevent or remedy sexual harassment unless it knows about it. Any covered person who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, building principal, other administrator, or the CRCO. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior.

Reports of sexual harassment may be made orally or in writing. A form for submission of a written complaint is posted on the District website, and all covered persons are encouraged to use this complaint form. Persons who are reporting sexual harassment on behalf of another person should use the complaint form and note that it is being submitted on another person's behalf.

District employees must comply with reporting requirements in any other applicable District policy or document.

Any person who believes they have been a target of sexual harassment may also seek assistance in other available forums, as explained in this policy.

#### **Supervisory Responsibilities**

All supervisors, building principals, and other administrators who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, are required to report such suspected sexual harassment to the CRCO. If the CRCO is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another CRCO, if the District has designated another individual to serve in that capacity. If the District has not designated another CRCO, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the CRCO.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors, building principals, and other administrators will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors, building principals, and other administrators will also be subject to discipline for engaging in any retaliation.

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# SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

## **Investigating Complaints of Sexual Harassment**

All complaints or information about sexual harassment will be investigated, whether that information was reported in oral or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. Disclosure may, however, be necessary to complete a thorough investigation of the charges and/or notify law enforcement officials. All persons involved, including complainants, witnesses, and alleged harassers will be accorded due process, as outlined below, and in accordance with any applicable collective bargaining agreements to protect their rights to a fair and impartial investigation.

The District will not tolerate retaliation against anyone who files complaints, supports another's complaint, or participates in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- a) Upon receipt of a complaint, the CRCO will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate.

  If the CRCO is unavailable including due to a conflict of interest or other disqualifying
  - If the CRCO is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another CRCO, if the District has designated another individual to serve in that capacity. If the District has not designated another CRCO, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the CRCO.
- b) All complaints of sexual harassment will be investigated regardless of the form in which those complaints are made. For oral complaints, the individual will be encouraged to complete the complaint form, which is available on the District website, in writing. If he or she refuses, a complaint form based on the oral report will be prepared. The complainant will be provided a copy of the completed complaint form.
- c) If documents, emails, or phone records are relevant to the investigation, take steps to obtain and preserve them.
- d) Request and review all relevant documents, including all electronic communications.
- e) Interview all parties involved, including any relevant witnesses. If a student is involved, the District will follow all applicable District policies and procedures regarding questioning students.

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## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

- f) Create written documentation of the investigation (such as a letter, memo, or email), which contains the following:
  - 1. A list of all documents reviewed, along with a detailed summary of relevant documents;
  - 2. A list of names of those interviewed, along with a detailed summary of their statements;
  - 3. A timeline of events:
  - 4. A summary of prior relevant incidents, reported or unreported; and
  - 5. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- g) Keep the written documentation and associated documents in a secure and confidential location.
- h) Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- i) Inform the individual who reported of the right to file a complaint or charge externally as outlined in this policy.

Additionally, other District policies and documents address sexual harassment. All complaints will be handled in accordance with the applicable District policies and/or documents.

The determination as to which District policies and/or documents are applicable is fact specific, and the CRCO may work with other District staff such as the District's Title IX Coordinator(s) to determine which District policies and/or documents are applicable to the specific facts of the complaint.

If an investigation reveals that sexual harassment has occurred, the District will take immediate corrective action as warranted. This action will be taken in accordance with applicable law and regulation, as well as any applicable District policy, regulation, procedure, collective bargaining agreement, third-party contract, or other document such as the District's *Code of Conduct*.

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## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

# **Annual Training**

The District will provide a sexual harassment prevention training program to all employees on an annual basis. The training will be interactive and will include:

- a) An explanation of sexual harassment consistent with guidance issued by the Department of Labor in consultation with the Division of Human Rights;
- b) Examples of conduct that would constitute unlawful sexual harassment;
- c) Information concerning the federal and state statutory provisions concerning sexual harassment and remedies available to victims of sexual harassment;
- d) Information concerning employees' rights of redress and all available forums for adjudicating complaints; and
- e) Information addressing conduct by supervisors and any additional responsibilities for such supervisors.

#### **Notification**

The District will provide this policy to all employees in writing. The District will post this policy prominently throughout the District to the extent practicable.

At the time of hiring and at every annual sexual harassment prevention training program, the District will provide each employee a notice containing this policy and the information presented at the District's sexual harassment prevention training program.

This notice will be provided in English and in the language identified by the employee as his or her primary language, provided that the New York State Department of Labor Commissioner has published a template of the model materials in that language.

The notice will be delivered in writing, either in print or digitally. The notice will either link to or include, as an attachment or printed copy, the policy and training materials.

#### **Legal Protections and External Remedies**

Sexual harassment is not only prohibited by the District but is also prohibited by state, federal, and, where applicable, local law.

Aside from the District's internal process, individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, an individual may seek the legal advice of an attorney. Individuals may also call the New York State Division of Human Rights' (NYSDHR's) toll free confidential hotline at 1-800-HARASS-3 (1-800-427-2773) Monday through Friday, 9:00 AM to 5:00 PM, for counsel and assistance regarding complaints of workplace sexual harassment. The hotline connects individuals

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#### SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

with attorneys who have experience in responding to issues relating to sexual harassment and can provide pro bono assistance.

In addition to those outlined below, individuals may have other legal protections.

## State Human Rights Law (HRL)

The HRL, codified as N.Y. Executive Law, art. 15, Section 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects covered persons, regardless of immigration status. A complaint alleging violation of the HRL may be filed either with the NYSDHR or in New York State Supreme Court.

Complaints with NYSDHR may be filed any time within one year (three years beginning August 12, 2020) of the harassment. If an individual did not file with NYSDHR, they can sue directly in state court under the HRL, within three years of the alleged sexual harassment. An individual may not file with NYSDHR if they have already filed a HRL complaint in state court.

Complaining internally to the District does not extend the time to file with NYSDHR or in court. The one year or three years is counted from the date of the most recent incident of harassment.

Individuals do not need an attorney to file a complaint with NYSDHR, and there is no cost to file with NYSDHR.

NYSDHR will investigate the complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, NYSDHR has the power to award relief, which varies but may include requiring the District to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees, and civil fines.

NYSDHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. Individuals may call (718) 741-8400 or visit: www.dhr.ny.gov.

Contact NYSDHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to NYSDHR. The website also contains contact information for NYSDHR's regional offices across New York State.

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Personnel

## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

## Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 USC Section 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An individual alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov, or via email at info@eeoc.gov.

If an individual filed an administrative complaint with NYSDHR, then NYSDHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

#### Title IX

Title IX of the Education Amendments Act of 1972 prohibits discrimination on the basis of sex in any federally funded education program or activity. The U.S. Department of Education's Office for Civil Rights (OCR) enforces Title IX of the Education Amendments Act of 1972.

For more information about how to file a complaint, contact OCR at 800-421-3481 (TDD 800-877-8339) or visit: <a href="https://www2.ed.gov/about/offices/list/ocr/docs/howto.html">https://www2.ed.gov/about/offices/list/ocr/docs/howto.html</a>. The website contains information about filing the complaint online, by mail, or by email.

## **Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city, or town in which they live to find out if such a law exists.

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Personnel

## SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

## **Local Police Department**

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Title VII of the Civil Rights Act of 1964, 42 USC § 2000e et seq.

Title IX of the Education Amendments Act of 1972, 20 USC § 1681 et seq.

29 CFR § 1604.11(a)

34 CFR Subtitle B, Chapter I

Civil Service Law § 75-b

New York State Human Rights Law, Executive Law § 290 et seq.

Labor Law §§ 201-g and 740

NOTE: Refer also to Policies #3420 -- Non-Discrimination and Anti-Harassment in the District

#3421 -- Title IX and Sex Discrimination

#6123 -- Employee Grievances

#7531 -- Sexual Harassment of Students

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**Students** 

#### SUBJECT: CORPORAL PUNISHMENT/EMERGENCY INTERVENTIONS

## **Corporal Punishment**

Corporal punishment as a means of discipline will not be used against a student by any teacher, administrator, officer, employee, or agent of this District.

Whenever a school employee uses physical force against a student, the school employee will immediately report the situation to the building principal or designee who will within the same school day, make a report to the Superintendent describing in detail the circumstances and the nature of the action taken.

The Superintendent will submit a written report semi-annually to the Commissioner of Education, with copies to the Board, by January 15 and July 15 of each year, setting forth the substance of each written complaint about the use of corporal punishment received by the District authorities during the reporting period, the results of each investigation, and the action, if any, taken by the school authorities in each case.

#### **Emergency Interventions**

If alternative procedures and methods which do not involve physical force do not work, then the use of reasonable physical force is permitted for the following reasons:

- a) Self-protection;
- b) Protection of others;
- c) Protection of property; or
- d) Restraining or removing a disruptive student.

Emergency interventions will only be used in situations where alternative procedures and methods that do not involve the use of reasonable physical force cannot reasonably be employed. Emergency interventions will not be used as a punishment or as a substitute for systematic behavioral interventions that are designed to change, replace, modify, or eliminate a targeted behavior.

Staff who may be called upon to implement emergency interventions will be provided appropriate training in safe and effective restraint procedures. The parent(s) or person(s) in parental relation of the student will be notified on the same day whenever an emergency intervention is utilized. When the student's parent or person in parental relation cannot be contacted on the same day after reasonable attempts are made, the building principal will record the attempts and, when applicable, report the attempts to the committee on special education (CSE).

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**Students** 

## SUBJECT: CORPORAL PUNISHMENT/EMERGENCY INTERVENTIONS (Cont'd.)

The District will maintain documentation on the use of emergency interventions for each student including:

- a) Name and date of birth of student;
- b) Setting and location of the incident;
- c) Name of staff or other persons involved;
- d) Description of the incident and emergency intervention used, including duration;
- e) A statement as to whether the student has a current behavioral intervention plan; and
- f) Details of any injuries sustained by the student or others, including staff, as a result of the incident.

This documentation will be reviewed by District supervisory personnel and, if necessary, by the school nurse or other medical personnel.

Education Law § 4402 8 NYCRR §§ 19.5, 100.2(1)(3), and 200.22(d)

NOTE: Refer also to Policy #7313 -- Suspension of Students

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Students

#### SUBJECT: CONCUSSION MANAGEMENT

A concussion is a type of mild traumatic brain injury (MTBI) caused by a bump, blow, or jolt to the head or body that causes the head and brain to move rapidly back and forth. Recovery from concussion and its symptoms will vary. Avoiding re-injury and over-exertion until fully recovered are the cornerstones of proper concussion management. Concussions can impact a student's academic performance as well as their athletic pursuits. As such, the District supports the proper evaluation and management of concussion injuries.

## **Concussion Management Team (CMT)**

The District may establish a Concussion Management Team (CMT) which may be composed of the Athletic Director and/or Director of Physical Education, a school nurse, the school physician/District's Medical Director, a coach of an interscholastic team and/or physical education teacher, a certified athletic trainer, and other appropriate personnel as designated by the District. If established, the CMT will oversee and implement the District's concussion policy, including the requirement that all school coaches, physical education teachers, school nurses, and certified athletic trainers who work with and/or provide instruction to students engaged in school-sponsored athletic activities complete training relating to MTBIs. Furthermore, every CMT may establish and implement a program which provides information on MTBIs to parents and persons in parental relation (parents) throughout each school year.

#### Staff Training/Course of Instruction

Each school coach, physical education teacher, school nurse, and certified athletic trainer who works with and/or provides instruction to students in school-sponsored athletic activities will complete a training every two years relating to recognizing the symptoms of concussions or MTBIs and monitoring and seeking proper medical treatment for students who suffer from a concussion or MTBI. Since concussion symptoms may manifest themselves in any setting, all staff will be encouraged to take the online training and be alert for students who may display or report concussion symptoms.

Components of the training will include, but not be limited to:

- a) The definition of MTBI;
- b) Signs and symptoms of MTBI;
- c) How MTBIs may occur;
- d) Practices regarding prevention; and
- e) Guidelines for the return to school and school activities for a student who has suffered an MTBI, even if the injury occurred outside of school.

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**Students** 

## SUBJECT: CONCUSSION MANAGEMENT (Cont'd.)

The training must be completed by means of instruction approved by the New York State Education Department (NYSED) which include, but are not limited to, courses provided online and by teleconference.

Each time a staff member completes this training or a related professional development course, they must forward proof of completion to the CMT or, if a CMT has not been established, a designated District staff member who will enter the information into the District's existing system for tracking completed trainings and professional development courses. The system will also use an email to remind staff of the need to complete the training as needed.

#### **Information to Parents and Students**

The District will include the following information on MTBIs or concussions in any permission or consent form or similar document that may be required from a parent for a student's participation in interscholastic sports. Similar information will be provided to all students when they sign up for participation in sports and/or through information provided in physical education, health or mental health classes. Information will include:

- a) The definition of MTBI;
- b) Signs and symptoms of MTBI;
- c) How MTBIs may occur;
- d) Practices regarding prevention; and
- e) Guidelines for the return to school and school activities for a student who has suffered an MTBI, even if the injury occurred outside of school.

The District will provide a link on its website to this information on the NYSED's and New York Department of Health's websites.

## Identification of Concussion and Removal from Athletic Activities

The District requires the immediate removal from all athletic activities of any student who has sustained, or is believed to have sustained, a MTBI or concussion. Any student demonstrating signs, symptoms, or behaviors consistent with a concussion while participating in a class, extracurricular activity, or interscholastic athletic activity will be removed from the class, game, or activity and must be evaluated as soon as possible by an appropriate health care professional. This removal must occur based on display of symptoms regardless of whether the injury occurred inside or outside of school. If there is any doubt as to whether the student has sustained a concussion, it will be presumed that the student has been injured until proven otherwise. The District will notify the student's parents and recommend appropriate evaluation and monitoring.

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Students

## SUBJECT: CONCUSSION MANAGEMENT (Cont'd.)

The District may, in collaboration with their Medical Director, allow District staff who are appropriately licensed or certified healthcare professionals and credentialed to use validated neurocognitive computerized testing to review and obtain baseline and post-concussion performance data. These tools are not a replacement for a medical evaluation to diagnose a concussion or clear a student to return to activities. The District must seek authorization from the parent prior to the testing. Additionally, parents should be given a copy of the results.

#### **Return to School Activities and Athletics**

A student will not return to physical activity (including athletics, physical education class, and recess) until they have been symptom-free for at least 24 hours, and have been evaluated and received written and signed authorization from a licensed physician. This written authorization should be sent to the school for review by the District's Medical Director. Additionally, the District's Medical Director has the final authority to clear students to participate in or return to extraclass athletic activities. All authorizations will be kept on file in the student's permanent health record. The standards for return to athletic activity will also apply to injuries that occur outside of school. Staff should be aware that students may exhibit concussion symptoms caused by injuries from outside activities and that these visible symptoms also indicate a removal from play.

The District will follow any directives issued by the student's treating physician with regard to limitations and restrictions on school and athletic activities for the student. The District will also develop a coordinated communication plan among appropriate staff to ensure that the private provider's orders for post-concussion management are implemented and followed, and for students to resume participation in athletic activities with the District's Medical Director approval. The school nurse will work to ensure that all the necessary staff get the information they need to care for and work with the injured student.

The District's Medical Director and other licensed healthcare professionals employed by the District will also establish a procedure and treatment plan to be utilized by District staff who may respond to students or staff with possible concussions during the school day or at a school-sponsored athletic event.

In accordance with NYSED guidelines, this policy will be both reviewed and updated at least every three years or with updates to guidance. The Superintendent, in consultation with the District's Medical Director and other appropriate staff, may develop regulations and protocols for strategies to prevent concussions, the identification of concussions, and procedures for removal from and return to activities or academics.

Education Law § 305(42) 8 NYCRR §§ 135.4 and 136.5 Guidelines for Concussion Management in Schools, NYSED Guidance Document, 2022 Adoption Date

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**Students** 

## SUBJECT: CHILD ABUSE AND MALTREATMENT

## Child Abuse in a Domestic Setting

The District takes seriously the obligations of its officers and employees to report cases of child abuse or maltreatment. To this end, regulations will be developed, maintained, and disseminated by administration regarding the:

- a) Mandatory reporting of suspected child abuse or maltreatment;
- b) Reporting procedures and obligations of persons required to report;
- c) Provisions for taking a child into protective custody;
- d) Mandatory reporting of deaths;
- e) Immunity from liability and penalties for failure to report;
- f) Obligations for provision of services and procedures necessary to safeguard the life or health of a child; and
- g) Provision of information in recognizing signs of unlawful methamphetamine laboratories for all current and new school officials (i.e., "mandated reporters") who, as part of their usual responsibilities, visit children's homes.

Additionally, an ongoing training program for all current and new school officials will be established and implemented to enable the staff to carry out their reporting responsibilities.

## Reporting Information

The District will post the child abuse hotline telephone number and directions for accessing the Office of Children and Family Services (OCFS) website in English and Spanish on its website and in clearly and highly visible areas of school buildings. The District will also make this information available from its administrative offices; provide it to parents and persons in parental relation at least once per school year by electronic communication, sending the information home with students, or otherwise; and provide it to each teacher and administrator. The District may post and provide this information in other, common languages used by the school community.

## Persons Required to Report

Persons required to report cases of child abuse or maltreatment to the State Central Register (SCR) in accordance with Social Services Law Section 413(1) include, but are not limited to, school teachers, school counselors, school psychologists, school social workers, school nurses, school administrators or

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**Students** 

## SUBJECT: CHILD ABUSE AND MALTREATMENT (Cont'd.)

other school personnel required to hold a teaching or administrative license or certificate, and full- or part-time compensated school employees required to hold a temporary coaching license or professional coaching certificate.

All mandated reporters must make the report themselves and then immediately notify the building principal or designee. The building principal or designee will be responsible for all subsequent administration necessitated by the report. Any report must include the name, title, and contact information for every staff member who is believed to have direct knowledge of the allegations in the report.

## Prohibition of Retaliatory Personnel Action

The District will not take any retaliatory action against an employee because the employee believes that they have reasonable cause to suspect that a child is an abused or maltreated child and that employee makes a report to SCR. Further, no school official will impose any conditions, including prior approval or prior notification, upon any staff member specifically designated a mandated reporter.

#### Report Form

The "Report of Suspected Child Abuse or Maltreatment" Form LDSS-2221A may be accessed at the OCFS website.

## Child Abuse in an Educational Setting

The District is committed to the protection of students in educational settings from abuse and maltreatment by employees or volunteers.

#### **Definitions**

"Administrator" or "school administrator" means a principal, or the equivalent title, in a school, or other chief school officer.

"Child abuse" means any of the following acts committed in an educational setting by an employee or volunteer against a child (defined as a person under the age of 21 years enrolled in a school):

- a) Intentionally or recklessly inflicting physical injury, serious physical injury, or death;
- b) Intentionally or recklessly engaging in conduct which creates a substantial risk of physical injury, serious physical injury, or death;
- c) Any child sexual abuse, defined as conduct prohibited by Penal Law Articles 130 or 263; or

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**Students** 

## SUBJECT: CHILD ABUSE AND MALTREATMENT (Cont'd.)

d) The commission or attempted commission against a child of the crime of disseminating indecent materials to minors in accordance with Penal Law Article 235.

"Educational setting" means the building(s) and grounds of a school; the vehicles provided directly or by contract by the school for the transportation of students to and from school buildings, field trips, co-curricular and extracurricular activities both on and off school grounds; all co-curricular and extracurricular activity sites; and any other location where direct contact between an employee or volunteer and a child has allegedly occurred.

"School" means a school district, public school, charter school, nonpublic school, board of cooperative educational services (BOCES), special act school district as defined in Education Law Section 4001, approved preschool special education program pursuant to Education Law Section 4410, approved private residential or non-residential school for the education of students with disabilities including certain private schools, or state-operated or state-supported school in accordance with Education Law Articles 85, 87, or 88.

## Duties Upon Receipt of an Allegation of Child Abuse in an Educational Setting

In any case where an oral or written allegation is made to a teacher, school nurse, school counselor, school psychologist, school social worker, school administrator, Board member, or other school personnel required to hold a teaching or administrative license or certificate, as well as a licensed and registered physical therapist, licensed and registered occupational therapist, licensed and registered speech-language pathologist, teacher aide, or school resource officer that a child has been subjected to child abuse by an employee or volunteer in an educational setting, that person will upon receipt of the allegation:

- a) Promptly complete a written report of the allegation including the full name of the child alleged to be abused; the name of the child's parent; the identity of the person making the allegation and their relationship to the alleged child victim; the name of the employee or volunteer against whom the allegation was made; and a listing of the specific allegations of child abuse in an educational setting. This written report must be completed on a form prescribed by the Commissioner of Education.
- b) Except where the school administrator is the person receiving the oral or written allegation, the employee completing the written report must promptly personally deliver a copy of that written report to the school administrator of the school in which the child abuse allegedly occurred.

In any case where an oral or written allegation is made to a school bus driver employed by a school or a person or entity that contracts with a school to provide transportation services to children that a child has been subjected to child abuse by an employee or volunteer in an educational setting, that school bus driver will upon receipt of the allegation, promptly report or cause a report to be made to their supervisor employed by the school or the contracting person or entity.

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**Students** 

## SUBJECT: CHILD ABUSE AND MALTREATMENT (Cont'd.)

In any case where an oral or written report or allegation is made to a supervisor who is employed by a school or a person or entity that contracts with a school to provide transportation services to children from a person employed by the school or the contracted person or entity that a child has been subjected to child abuse by an employee or volunteer in an educational setting, the supervisor must, upon receipt of an allegation:

- a) Promptly complete a written report of the allegation including the full name of the child alleged to be abused; the name of the child's parent or guardian; the identity of the person making the allegation and their relationship to the alleged child victim; the name of the employee or volunteer against whom the allegation was made; and a listing of the specific allegations of child abuse in an educational setting. This written report must be completed on a form prescribed by the Commissioner.
- b) Ensure that the written report is personally delivered to the superintendent employed by the school district where the child abuse occurred or, for a school other than a school district or public school, the school administrator employed by the school where the child abuse occurred.

In any case where it is alleged a child was abused by an employee or volunteer of a school other than a school within the school district of the child's attendance, the report of these allegations will be promptly forwarded to the superintendent of the school district of the child's attendance and the superintendent of the school district where the abuse of the child allegedly occurred. If a case involves a school that is not a school district or public school, the appropriate school administrator or administrators, in addition to any appropriate superintendent, must be notified of the allegations of abuse.

If it is alleged the child was abused by the superintendent or administrator, the report of the allegations will be made to another designated administrator.

Upon receipt of a written report alleging child abuse in an educational setting, a school administrator or superintendent must then determine whether there is reasonable suspicion to believe that an act of child abuse has occurred. If it is determined that reasonable suspicion exists, the school administrator or superintendent must follow the procedures mandated in law and further described in administrative regulations including parental notification. When the school administrator receives a written report, they must promptly provide a copy of the report to the superintendent. The report must be promptly forwarded to appropriate law enforcement. In no event will reporting to law enforcement be delayed by an inability to contact the superintendent.

Where the superintendent or, in a school other than a school district or public school, the school administrator has forwarded a written report of child abuse in an educational setting to law enforcement authorities, they will also refer the report to the Commissioner if the employee or volunteer alleged to have committed an act of child abuse holds a certification or license issued by NYSED.

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Students

## SUBJECT: CHILD ABUSE AND MALTREATMENT (Cont'd.)

## **Civil Immunity**

Any employee, volunteer, or supervisor who is employed by a person or entity that contracts with a school to provide transportation services to children who reasonably and in good faith makes a report of allegations of child abuse in an educational setting in accordance with the reporting requirements of the law will have immunity from civil liability which might otherwise result by reason of those actions.

Any school administrator or superintendent who reasonably and in good faith makes a report of allegations of child abuse in an educational setting, or reasonably and in good faith transmits a report to a person or agency as required by law, will have immunity from civil liability which might otherwise result by reason of those actions.

## **Confidentiality**

Reports and other written material submitted in accordance with law with regard to allegations of child abuse in an educational setting, and photographs taken concerning those reports that are in the possession of any person legally authorized to receive that information, will be confidential and will not be redisclosed except to law enforcement authorities involved in an investigation of child abuse in an educational setting or as expressly authorized by law or in accordance with a court-ordered subpoena. School administrators and the Superintendent will exercise reasonable care in preventing unauthorized disclosure.

## **Training**

The District will implement a training program regarding child abuse in an educational setting for all current and new teachers, school nurses, school counselors, school psychologists, school social workers, school administrators, Board members, other school personnel required to hold a teaching or administrative license or certificate, and any school bus driver or supervisor employed by the District or any person or entity that contracts with the District to provide transportation services to children, as well as licensed and registered physical therapists, licensed and registered occupational therapists, licensed and registered speech-language pathologists, teacher aides, and school resource officers.

## Prohibition of "Silent" (Unreported) Resignations

The Superintendent and other school administrators are prohibited from withholding from law enforcement authorities, the Superintendent, or the Commissioner, as appropriate, information concerning allegations of child abuse in an educational setting against an employee or volunteer in exchange for that individual's resignation or voluntary suspension from their position.

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Students

## SUBJECT: CHILD ABUSE AND MALTREATMENT (Cont'd.)

The Superintendent or other school administrator who reasonably and in good faith reports to law enforcement officials information regarding allegations of child abuse or a resignation as required by law will have immunity from any liability, civil or criminal, which might otherwise result by reason of those actions.

#### **Notification**

Teachers and all other school officials will be provided an annual written explanation concerning the reporting of child abuse and child abuse in an educational setting including the immunity provisions as set forth in law. The Commissioner will furnish the District with required information, including rules and regulations for training necessary to implement District and staff responsibilities under the law.

## **Prohibition on Aiding and Abetting Sexual Abuse**

Unless exempted by law, no District employee, contractor, or agent of the District will assist another District employee, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative and personnel files, if the individual or agency knows or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law.

Education Law Article 23-B and §§ 409-1, 3028-b, and 3209-a Family Court Act § 1012
Labor Law § 740(1)(e)
Penal Law Articles 130, 235, and 263
Social Services Law §§ 411-428
8 NYCRR Part 83 and § 100.2(hh) and (nn)
20 USC § 7926

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Students

## SUBJECT: SUICIDE

The District is committed to protecting the health and well-being of all students by creating and maintaining policies, procedures, and plans for the prevention, intervention, and post-intervention of suicide.

The Board instructs the Superintendent to establish a District crisis intervention team. Members of the team should include, but are not limited to, a school administrator, school psychologist, school counselor, school social worker, teacher, school nurse and/or District medical director, school safety professional, and any other District staff member who can be of assistance during a crisis. The crisis intervention team will develop a suicide response plan which will be integrated into the existing District-wide school safety plan. The suicide response plan will include education and awareness of risk factors for youth suicide, procedures for intervening if a student exhibits risk factors, including referral services, and a post-intervention plan to help the school and community cope with the aftermath of suicide should it occur.

The administration will inform staff of District policies, procedures, and plans for suicide prevention, intervention, and post-intervention. The District will actively respond to any situation where a student verbally or behaviorally indicates intent to attempt suicide or engage in self-harm. When District staff become aware of a student exhibiting potential suicidal behavior, they should immediately escort the student to a member of the District's crisis intervention team and report the behavior to an administrator.

Suicide prevention will also be incorporated into the curriculum, as developmentally appropriate, to educate students and done in a manner so as not to sensationalize the topic, but to provide students with information and resources on this important mental health issue. In addition, the District will foster interagency cooperation that will enable staff to identify and access appropriate community resources to aid students in times of crisis.

The District will inform students, staff, and parents or guardians of the 988 hotline which connects callers to the National Suicide Prevention Lifeline. Individuals can call or text 988 to be connected to the hotline. The 988 hotline is intended for anyone who is: suicidal; experiencing a mental health or substance use-related crisis; or experiencing any kind of emotional distress.

#### Professional Development/Learning and Training

Staff training and professional development/learning on suicide and crisis intervention should be offered annually. The training should include: information on how to identify warning signs for suicide, and the protocols to follow when referring a student thought to be at risk for suicide; a description of the roles and responsibilities of the crisis intervention team; and the flow of communication and the tasks each role of the crisis intervention team undertakes.

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Students

SUBJECT: SUICIDE (Cont'd.)

NOTE: Refer also to Policies #3420 -- Non-Discrimination and Anti-Harassment in the District

#5681 -- School Safety Plans #7551 -- Dignity for All Students #7553 -- Hazing of Students

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Eighteenth day of January in the year Two Thousand Twenty-Three (*In words, indicate day, month and year.*)

**BETWEEN** the Architect's client identified as the Owner: (Name, legal status, address and other information)

Madrid-Waddington Central School District 2582 State Highway 345, PO Box 67 Madrid, NY 13660 (315) 322-5746

and the Architect: (Name, legal status, address and other information)

**SEI Design Group Architects, D.P.C.** 224 Mill Street Rochester, NY 14614 (585) 442-7010

for the following Project: (Name, location and detailed description)

**Madrid-Waddington Central School District** 2023-2024 Capital Outlay Project SEI Project Number: 23-4269

The Owner and Architect agree as follows.

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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#### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

#### § 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The scope of work includes selective classroom window replacement at the School Building.

#### § 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

n/a

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Approved Authorization of \$100,000.

- § 1.1.4 The Owner's tentative design and construction milestone dates:
  - .1 Design phase milestone dates, if any:

SED Submission: June 2023

.2 Construction commencement date:

October 2023

.3 Substantial Completion date or dates:

June 2024

.4 Other milestone dates:

None

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bidding

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (*Identify and describe the Owner's Sustainable Objective for the Project, if any.*)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204<sup>TM</sup>—2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204—2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204—2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

Eric Burke, Superintendent of Schools Madrid-Waddington Central School District 2582 State Highway 345, PO Box 67 Madrid, NY 13660 (315) 322-5746 eburke@mwcsk12.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

n/a

.2 Property (boundary and topographic) Survey:

Init.

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User Notes:

n/a

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Owner's Representative (Clerk of the Works): To Be Determined (if any)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: (List name, address, and other contact information.)

Steven J. Staveski, AIA 224 Mill Street Rochester, NY 14614 (585) 442-701 sjs@SEIdesigngroup.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: (List name, legal status, address, and other contact information.)

- § 1.1.11.1 Consultants retained under Basic Services:
  - .1 Structural Engineer:

n/a

.2 Mechanical Engineer:

n/a

.3 Electrical Engineer:

n/a

- § 1.1.11.2 Consultants retained under Supplemental Services:
  - .1 Environmental (Hazardous Materials) Design:

Gheen Engineering, PLLC 44 Glenridge Rd. Whitesboro, NY 13492 (315) 264-0283

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203<sup>TM</sup>\_2013, Building

Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203<sup>TM</sup>—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202<sup>TM</sup>—2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

#### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- **§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.
- **§ 2.5.1** Commercial General Liability with policy limits of not less than One Million dollars (\$ 1,000,000) for each occurrence and Two Million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 2.5.4 Workers' Compensation at statutory limits.
- **§ 2.5.5** Employers' Liability with policy limits not less than Five Hundred Thousand dollars (\$ 500,000) each accident, Five Hundred Thousand dollars (\$ 500,000) each employee, and Five Hundred Thousand dollars (\$ 500,000) policy limit.
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million dollars (\$ 2,000,000) per claim and Three Million dollars (\$ 3,000,000) in the aggregate.

- § 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- **§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.
- **§ 2.6** The Architect affirms adoption of a corporate sexual harassment policy and training, in accordance with New York State Labor Law, Section 201-G, Prevention of Sexual Harassment.
- § 2.7 The Architect acknowledges that the Owner is a central school district which is subject to various laws and regulations of the State of New York. The Architect will, in accordance with the professional standards prescribed by Section 2.2, comply with all laws and regulations as they pertain to the design, bidding and construction of the Project. The Architect will consult with the Owner or the Owner's legal counsel with respect to any questions concerning the applicability or interpretation of such laws and regulations.

#### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.
- § 3.1.5 The Architect shall, at appropriate times, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall design the Project to respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

## § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

#### § 3.3 Design Development Phase Services

- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

## § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

- § 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. The Architect's obligation to design the projects in accordance with standards of care generally applicable to the provision of professional architectural services in the Upstate New York area
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
- § 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
- § 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

## § 3.5.2 Competitive Bidding

- § 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
- § 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:
  - .1 facilitating the distribution of Bidding Documents to prospective bidders;
  - .2 organizing and conducting a pre-bid conference for prospective bidders;
  - .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
  - .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- § 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

- § 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.
- § 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:
  - .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
  - .2 organizing and participating in selection interviews with prospective contractors;
  - .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
  - .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

#### § 3.6.1 General

- § 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201<sup>TM</sup>–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.
- § 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- § 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

- § 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

## § 3.6.3 Certificates for Payment to Contractor

- § 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
- § 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- § 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

- § 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
- § 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- § 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- § 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 Project Completion

#### § 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- § 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

(Paragraph deleted)

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

#### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. Supplemental Services indicated as Not Provided can be added after execution of this Agreement subject to the provisions of Section 4.2.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility
	(Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided

Supplemental Services	Responsibility	
	(Architect, Owner, or not provided)	
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided	
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided	
§ 4.1.1.8 Civil engineering	Not Provided	
§ 4.1.1.9 Landscape design	Not Provided	
§ 4.1.1.10 Architectural interior design	Not Provided	
<b>§ 4.1.1.11</b> Value analysis	Not Provided	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided	
§ 4.1.1.13 On-site project representation	Not Provided	
§ 4.1.1.14 Conformed documents for construction	Not Provided	
§ 4.1.1.15 As-designed record drawings	Not Provided	
§ 4.1.1.16 As-constructed record drawings	Not Provided	
§ 4.1.1.17 Post-occupancy evaluation	Not Provided	
§ 4.1.1.18 Facility support services	Not Provided	
§ 4.1.1.19 Tenant-related services	Not Provided	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided	
§ 4.1.1.21 Telecommunications/data design	Not Provided	
§ 4.1.1.22 Security evaluation and planning	Not Provided	
§ 4.1.1.23 Commissioning	Not Provided	
§ 4.1.1.24 Sustainable Project Services	Not Provided	
§ 4.1.1.25 Fast-track design services	Not Provided	
§ 4.1.1.26 Multiple bid packages	Architect	
§ 4.1.1.27 Historic preservation	Not Provided	
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided	
§ 4.1.1.29 Other services provided by specialty Consultants	Architect	
§ 4.1.1.30 Other Supplemental Services	Not Provided	

#### § 4.1.2 Description of Supplemental Services

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

- 1 Multiple Bid Packages: Architect shall provide bid packages in accordance with Section 135 of the New York State Finance Law (Wick's Law).
- .2 Other Services Provided by Specialty Consultants: Architect shall provide professional services associated with the removal of Asbestos-Containing Building Materials (ACBM). Field identification surveys, based upon Owner-furnished AHERA report(s), and laboratory testing services required for same shall be retained by the Architect and compensated as a Reimbursable Expense as provided in Section 11.8.2.

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None

(Paragraph deleted)

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

- **§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:
  - Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
  - 2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
  - .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
  - 4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
  - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
  - Preparation of design and documentation for excessive (construction value greater than 5% of anticipated cost of Base Bid Work) alternate bid or proposal requests proposed by the Owner;
  - .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
  - **.8** Evaluation of the qualifications of entities providing bids or proposals;
  - .9 Consultation concerning replacement of Work resulting from fire or other cause during construction;
  - .10 Assistance to the Initial Decision Maker, if other than the Architect.
  - .11 Providing planning surveys, site evaluations or comparative studies of prospective sites;
  - Providing special surveys, studies or submissions for governmental authorities or others having jurisdiction over the Project;
  - .13 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction;
  - .14 Providing services to verify the accuracy of drawings or other information furnished by the Owner;
  - .15 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner;
  - .16 Providing analyses of owning and operating costs;
  - .17 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment;
  - Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities;
  - .19 Providing detailed estimates of Construction Cost;
  - Preparing a set of reproducible (including electronic) record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect;

- Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation;
- .22 Providing services of consultants for other than architectural, site, civil, structural, mechanical and electrical engineering portions of the Project unless provided as a Supplemental Service in Section 4.1.2;
- .23 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.
- § 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.
  - 1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect:
  - .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
  - .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
  - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
  - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- **§ 4.2.3** The Architect shall, upon written authorization from the Owner, provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
  - .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
  - **.2** Bi-Weekly visits to the site by the Architect during construction through the date of Substantial Completion identified in Section 1.1.4
  - .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
  - .4 One (1) inspection for any portion of the Work to determine final completion.
- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within Nineteen (19) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the

duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.7 Intentionally Omitted.
- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.12 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.
- § 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- § 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 The Owner shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and Work of the Contractors.

#### ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- **§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.
- **§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.
- § 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
- § 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
  - .1 give written approval of an increase in the budget for the Cost of the Work;
  - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
  - .3 terminate in accordance with Section 9.5;
  - .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
  - .5 implement any other mutually acceptable alternative.
- § 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

- § 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings, Specifications, models and renderings, including those in electronic form, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 7.3. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- § 7.5 The Owner agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Architect pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Architect. The Owner further agrees to waive all claims against the Architect resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Architect
- § 7.6 Under no circumstances shall delivery of electronic files for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either expressed or implied, of the merchantability and fitness for any

particular purpose. In no event shall the Architect be liable for indirect or consequential damages as a result of the Owner's use or reuse of the electronic files.

- § 7.7 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.
- § 7.8 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

#### § 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 Mediation

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (*Check the appropriate box.*)
  - [ ] Arbitration pursuant to Section 8.3 of this Agreement

[ XX ] Litigation in a court of competent jurisdiction
[ ] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 Intentionally Omitted.

N/A

(Paragraphs deleted)

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Intentionally Omitted.

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. However, where the contract is terminated by the Owner due to failure to obtain voter approval and/or failure to obtain approval by the Commissioner of Education and/or failure to obtain/maintain funding, the District shall only be obligated to pay Architect for services performed and Reimbursable Expenses incurred prior to termination and upon such payment, all rights and liabilities to the parties to the other shall be terminated.

(Paragraphs deleted)

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 10.6 Unless otherwise required in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), mold, fungus, lead or other hazardous or toxic substances.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.
- § 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1.
- § 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.
- § 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- § 10.10 The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, partners, employees and consultants (collectively, Architect) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, arising out of or in

any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Architect.

- § 10.11 As used herein, the word "certify" shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.
- § 10.12 In the event that the Owner requests the Architect to specify a pre-engineered building, the Owner acknowledges that the Architect will not engineer, design, manufacture, assemble or erect said building and is not responsible for defects or deficiencies in the building. The Owner waives all claims against the Architect arising in any way from the specification of the building or for any defects, deficiencies, errors or omissions in the design, fabrication or erection of the building. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the specification, design, fabrication, erection or use of the buildings, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.
- § 10.13 If the Architect becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Owner, the Owner's consultants or any other cause beyond the control of the Architect, which will result in the schedule for performance of the Architect's services not being met, the Architect shall promptly notify the Owner. If the Owner becomes aware of any delays or other causes that will affect the Architect's schedule, the Owner shall promptly notify the Architect. In either event, the Architect's schedule for performance of its services shall be equitably adjusted.
- § 10.14 The Owner agrees that any and all limitations of the Architect's liability and indemnifications by the Owner to the Architect shall include and extend to those individuals and entities the Architect retains for performance of the services under this Agreement, including but not limited to the Architect's officers, partners and employees and their heirs and assigns, as well as the Architect's subconsultants and their officers, employees, heirs and assigns.
- § 10.15 It is recognized that the Owner faces certain obligations under the Americans with Disabilities Act (ADA) that could affect the design of the project. It is further recognized that the ADA is federal civil rights legislation that is not part of, or necessarily compatible with, state or local laws, codes, and regulations governing construction. The Architect will endeavor to design for accessibility by persons with disabilities in conformance with applicable provisions and references in applicable state or local building codes. The Architect further agrees to include in the design such provisions for persons with disabilities as the Owner may request in response to the ADA, provided such requests are timely made, technically achievable and in conformance with all other pertinent codes and regulations.
- § 10.16 The Architect shall be named as additional insured on all Owner's insurance policies associated with the project.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum (Insert amount)

Nine Thousand, Six Hundred Dollars and zero cents (\$9,600.00)

.2

(Paragraphs deleted)
Intentionally Omitted.

.3

(Paragraphs deleted)

Init.

Intentionally Omitted.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation for the Architect's Supplemental Services described in Section 4.1.2.1 are included within the Compensation in Section 11.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Hourly, as per SEI Design Group hourly billing rates. Reference Attachment "A"; services shall not be provided without prior written authorization.

- § 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15%), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)
- § 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents	Thirty-Five	percent (	35	%)
Phase				
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 Intentionally Omitted.

#### § 11.6.1 Intentionally Omitted.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Reference Exhibit "A". (Table deleted)

#### § 11.8 Compensation for Reimbursable Expenses

- § 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
  - .1 Transportation and authorized out-of-town travel and subsistence;
  - **.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
  - .3 Permitting and other fees required by authorities having jurisdiction over the Project;
  - .4 Printing, reproductions, plots, and standard form documents;

- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants:
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.
- § 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

(Paragraphs deleted)

- § 11.10 Payments to the Architect
- § 11.10.1 Initial Payments
- § 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.
- § 11.10.1.2 Intentionally Omitted.
- § 11.10.2 Progress Payments
- § 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)
- § 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.
- § 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

None

#### ARTICLE 13 SCOPE OF THE AGREEMENT

- § 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.
- § 13.2 This Agreement is comprised of the following documents identified below:
  - .1 AIA Document B101<sup>TM</sup>–2017, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ XX ] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit "A": Hourly Billing Rates

.3 Other documents:

(List other documents, if any, forming part of the Agreement.)

None

This Agreement entered into as of the day and year first written above.

MADRID-WADDINGTON CENTRAL SCHOOL DISTRICT

SEI DESIGN GROUP ARCHITECTS, D.P.C.

OWNER (Signature)

Eric Burke, Superintendent of Schools

(Printed name and title)

ARCHITECT (Signature)

Michael J. Ebertz, AIASr. Principal

(Printed name, title, and license number, if required)



# **Hourly Billing Rates**

Effective rates through December 2023

Senior Principal	\$270.00
Principal	\$240.00
Senior Associate Principal	\$220.00
Associate Principal	\$195.00
Senior Project Manager	\$185.00
Project Manager	\$172.00
Senior Architect	\$165.00
Architect	\$150.00
Graphics	\$135.00
Senior Designer	\$140.00
Designer	\$110.00
Marketing	\$130.00
Draftsperson/CAD Operator	\$100.00
Senior Construction Administrator	\$185.00
Construction Administrator	\$145.00
Clerical	\$95.00
Intern	\$65.00