DeRuyter Central School 711 Railroad Street DeRuyter, NY 13052

REGULAR MEETING AGENDA

6:00 PM – Library/Media Center **September 24, 2022**

<u>Public Comments at Board of Education Meetings</u> – The DeRuyter Central School Board of Education welcomes comments from the public. This is why we provide "Public Comments" as part of our regular agenda. In fairness to everyone, we ask the public to please abide by the following conditions: 1) The Board reserves the right to limit the comments of individuals to <u>three (3) minutes</u>; 2) It is not appropriate to comment on individual staff members or about personnel matters during public session. We ask that such concerns be addressed initially with the appropriate administrator (usually one of our Principals or Business Administrator); 3) Your next step should be to address this matter with the Superintendent; 4) If you are still dissatisfied, please ask the Superintendent to request that this matter be discussed by the Board of Education in Executive Session.

I. Regular Meeting Call To Order/Pledge of Allegiance

- II. Establish Agenda
- III. Presentations
- **IV.** Discussion Items
 - A. NYSSBA Convention
- V. Public Comments
- VI. Board Comments
- VII. Superintendent Updates
- VIII. Board Action Items
 - A. Consent Agenda Routine Items
 - 1. Approve Minutes: Regular Meeting August 10, 2022
 - 2. Approve Claims Auditor Report for August (attached)
 - 3. Approve Claims Auditor Claim # 23-002 (August 2022)- \$153.00 (attached)

C. Consent Agenda – Personnel Items

- 1. Resignations
 - a. K. Isbell Teaching Assistant effective August 29, 2022
 - b. A. Denkenberger Teaching Assistant effective August 31, 2022
 - c. A. Denkenberger Senior Class Co-Advisor for 2022-2023 school year
 - d. K. Stenger Drama Club Assistant Director for 2022-2023 school year

2. Appointments

- a M. Huttar Ag./Technology Teacher 4-year probationary appointment eff. 9/1/22 \$46,981
- b. A. Chesbrough School Counselor 4 year probationary appointment eff. 9/1/22 \$62,931
- c. M. Dupuis-Cormier Long-Term Sub (B. Lancaster) \$43,281
- d. P. Proctor Teaching Assistant 4 year probationary appointment eff. 9/1/22 \$22,791
- e. K. Cook Bus Monitor eff. 9/1/22 rate TBD
- f. J. Hayes Deputy Claims Auditor rate TBD
- g. Substitutes:
 - i. S. Stalder Non-Certified Teacher, Teaching Assistant/Aide
 - ii. T. Moade Non-Certified Teacher, Teaching Assistant/Aide
 - iii. R. Arnsby Certified Teacher
 - iv. P. Deemer Non-Certified Teacher, Teaching Assistant/Aide
 - v. P. Haggart Non-Certified Teacher, Teaching Assistant/Aide (pending fingerprint clearance)
 - vi. M. Radziwon Non-Certified Teacher, Teaching Assistant/Aide

- h. Extra-Curricular Advisors
 - i. Amy Hannafan/Cassidy Richardson Freshman Class \$974 ea (total stipend = \$1,948)
 - ii. Ashley Marshall Senior Class Co-Advisor (w/A. Wood) -\$1,947.50
 - iii. L. Stearns Drama Club Director \$5,248.40
 - iv. M. Huttar FFA Co-Advisor (w/G.Coon) = \$1947.50 each (total stipend \$3895)
- i. Mentors:
 - i. J. Jones (\$500 Step 3) for M. Borzello
 - ii. A. Scherrer (\$400 Step 2) for A. Chesbrough
 - iii. E. Brown (\$300 Step 1) for M. Huttar
 - iv. L. Hirt (\$400 Step 2) for M. Dupuis-Cormier
 - v. P. Camp (\$500 Step 3) for B. Quackenbush
 - vi. J. Mody (\$500 Step 3) for M. Shamblen
 - vii. J. Doolittle (\$400 Step 2) for B. Wright
- j. Volunteers
 - . Crystal Schneider
- **D. Approve District Plans** Professional Learning and Shared Decision Making
- E. Approve SEQRA 2022-2023 COP (Lighting)
- F. Approve AIA Agreement w/Ashley McGraw for 2022-2023 Capital Outlay Project
- **G. Accept Generous Donations** School Supplies: Big M Supermarket (\$100), Kelly Brothers (\$500), and Smith's Funeral Home (\$50) for back-to-school supplies.

Information provided to the Board: Warrants

Next Meeting – Wednesday, October 12, 2022

- IX. Executive Session (If needed)
- X. Adjournment

DeRuyter Central School 711 Railroad Street DeRuyter, NY 13052

REGULAR MEETING UNOFFICIAL MINUTES

6:00 PM – Library/Media Center **August 10, 2022**

<u>Public Comments at Board of Education Meetings</u> – The DeRuyter Central School Board of Education welcomes comments from the public. This is why we provide "Public Comments" as part of our regular agenda. In fairness to everyone, we ask the public to please abide by the following conditions: 1) The Board reserves the right to limit the comments of individuals to <u>three (3) minutes</u>; 2) It is not appropriate to comment on individual staff members or about personnel matters during public session. We ask that such concerns be addressed initially with the appropriate administrator (usually one of our Principals or Business Administrator); 3) Your next step should be to address this matter with the Superintendent; 4) If you still dissatisfied, please ask the Superintendent to request that this matter be discussed by the Board of Education in Executive Session.

Members Present: Lisa Benedict, Daniel Degear, Jodi Wiesing

Members Absent: Melanie Ackley, Dean Hathaway

Others Present: David Brown, Sandy Welsh, Stephen Rafferty, Amanda Graham-Quirk, Jenny Valente, Katy Denkenberger,

Kimberly O'Brien, Donna Barber, Kevin Springer

I. Regular Meeting Call To Order/Pledge of Allegiance

The Regular Meeting of the DeRuyter Central School Board of Education was called to order by Vice President Degear. The pledge immediately followed.

II. Establish Agenda

Motion: 1st: Wiesing 2nd: Benedict

RESOLVED That the Board establish the agenda as presented.

Vote: Yes: 3 No: 0 Absent: 2 (Hathaway, Ackley) MOTION CARRIED.

III. Discussion Items

A. Community Eligibility Program – Mrs. Graham-Quirk

Topics

Approved for CEP

- Concerned numbers were teetering low.
- Notified in July approval for Breakfast and Lunch again for the 2022-2023 year
- B. 2022-2023 Student Code of Conduct with possible approval Mr. Rafferty

Topics

- Gave history
- Committee: Joe Drake, Anna Jarvis, Lisa Stearns, Sheri Smith, and Meghan Morgan
- Detection and deterrence, canine search
- Tobacco Policy vaping consequences
- Fail 1 and Fail 2 Revisions
- Student Discipline

Call to Order

Pledge of Allegiance

Established Agenda

Discussion Items:

Community Eligibility Program

2022-2023 Student Code of Conduct

- Dress Code,
- Separate Entrance for MS/HS
- Cell phones
- Removed COVID-19 Provision
- After School Enrichment
- Time line approval tonight with understanding that changes may have to be incorporated

Motion:

1st: Degear

2nd: Benedict

RESOLVED That the Board approve the Student Code of Conduct as presented with the understanding that changes may have to be made.

Yes: 3 Vote:

No: 0

Absent: 2 (Hathaway, Ackley)

MOTION CARRIED.

C. Facilities Update – Mr. Springer

Topics

- Soccer field 1st year of installation perfect
- Contributing factors for the clover hot, dry Summer
- Been watering 25k 30k of water each time made huge difference
- Cross contamination most out of our control
- Spoke with representative suggested to top seed
- Fertilizer has been applied using the spike aerator
- Mowed with Ferris mower because it cuts higher washed each time prior to
- Night Supervisor has really stepped up took on responsibilities during the summer – all classrooms have been done
- Student Summer Workers 4 weeks painted trophy cases by large gym
- Differences in the gym floor
- Lighting to be done in the next Capital Outlay project

IV. **Public Comments** - None

V. **Board Comments**

Topics

- Mrs. Benedict -Impressed with Rocket Land Art Show Amazing
- Mrs. Benedict thanked Dr. Brown and Mrs. Graham-Quirk for extra training
- Mr. Degear surplus equipment can we get that advertised and out of here?
- Mr. Degear BOE Retreat Aug. 28, 2022 Goals for BOE and Admin. Team
- Mrs. Wiesing Update on Bus Driver Situation
- Mr. Springer waiting to hear from one sub. Mechanic will be driving every day, Mr. Springer will also be driving every day.
- Mr. Springer Not enough drivers anywhere, rigorous requirement to become a bus driver

VI. **Superintendent Updates**

- Safety Summit Mrs. Graham-Quirk and Dr. Brown met with a rep from a security company-looking to increase building safety
- Utilize the smart school money

Approved 2022-2023 Student **Code of Conduct**

Facilities update

Board Comments

Superintendent updates

- Counseling Team creating new crisis procedures
- Yearbooks arrived today took longer seniors wanted to wait thank you to Mrs. Barber and Mr. Merkle
- Last month talked about Elementary Counselor offered and accepted. Received grant \$500k over 5 years for mental health
- Met with Kitchen team/Senator May's office regarding funding
- Ag teacher resigned great opportunity!!! We have 6 applicants for that position.
- Will be needing long term sub Elementary Teacher
- Mrs. Young stroke hopefully home on Thursday
- Update on Driver's Education

VII. **Board Action Items**

A. **Consent Agenda – Routine Items**

2nd: Wiesing 1st: Benedict

RESOLVED, That the Board approve/accept the following Consent Items as set forth on the August 10, 2022 agenda:

- Approve Minutes: July 13, 2022 Reorganizational Meeting, July 13, 2022 1. Regular Meeting
- 2. Approve Claims Auditor Report for July (attached)
- 3. Approve Claims Auditor Claim # 23-001 (July 2022)- \$93.50 (attached)
- Budget Transfer # 1 \$199,892.31; Budget Transfer # 2 \$20,695.32 4.
- 5. Approve 2022-2023 Initial AS-7 Contract w/OCM BOCES as attached
- 6. Approve CSE Recommendations (attached)

Yes: 3 Vote: No: 0 Absent: 2 (Hathaway, Ackley) **MOTION CARRIED.**

C. **Consent Agenda – Personnel Items**

2nd: Benedict 1st: Wiesing **Motion**:

RESOLVED, That the Board approve/appoint the following Personnel Consent Items as set forth on the July 13, 2022 agenda:

1. Resignations

- T. Bass Pelcher Agriculture Teacher and FFA Co-Advisor effective August 8, 2022
- N. Doubleday Teacher Aide effective August 10, 2022

2. **Appointments**

- "Rocket Land" Nurse J. Vadala 7/5/22- 8/11/22 \$216/day
- b. "Rocket Land" Teacher – K. Stenger – 7/5/22-7/14/22 - \$295/day
- "Rocket Land" Teacher E. Brown 7/5/22 8/11/22 \$295/dayc.
- Bus Driver S. Rouse 52 week probationary –salary \$13,111 d.
- H.S. Science Teacher B. Quackenbush 3 year probationary, eff. e. 9/1/22 -salary - \$68,381
- S. Cline Substitute Caller for 2022-2023 stipend \$4,657.50
- 3. **Leave of Absence** – Brittany Lancaster – Elementary Teacher – unpaid leave of absence effective 9/1/22 through 6/30/23.
- 4. **Create Position** – Elementary Counselor – effective 9/1/22

Yes: 3 No: 0 Absent: 2 (Hathaway, Ackley) MOTION CARRIED. Vote:

Action items

Approve Routine Consent items

Approved Personnel **Consent items**

D.	Annrove	2022-2023	Tav	Warrants
ν.	ADDITOVE	ZUZZ-ZUZJ	1 ax	warrants

Motion:

1st: Benedict 2nd: Degear

Approved 2022-2023 Tax **Warrants**

RESOLVED, That the Board approve the 2022-2023 Tax Warrant as per attached.

Vote: Yes: 3 No: 0

Absent: 2 (Hathaway, Ackley)

MOTION CARRIED.

Ε. **Approve Safety Plans**

Motion:

1st: Wiesing 2nd: Benedict

RESOLVED, That the Board approve the 2022-2023 Building Level Safety Plan as attached and District Level Safety Plans (CONFIDENTIAL – not attached).

Yes: 3 Vote:

No: 0

Absent: 2 (Hathaway, Ackley)

MOTION CARRIED.

Information provided to the Board: District Level Safety Plan, Building Level Safety Plan (CONFIDENTIAL)

Next Meeting – Wednesday, September 14, 2022

VIII. **Executive Session (If needed)**

Motion:

1st: Wiesing

2nd: Benedict

RESOLVED, That the Board adjourn to Executive Session at 7:12 pm for the purpose of discussing the employment of a particular person or corporation and contract negotiations.

Vote:

Yes: 3

No: 0

Absent: 2 (Hathaway, Ackley)

MOTION CARRIED.

The Board came out of Executive Session at 7:35 p.m.

Return to public session

Adjournment

Executive Session

IX. Adjournment

Motion:

1st: Benedict 2nd: Wiesing

RESOLVED, That the Regular meeting of the DeRuyter Central School Board of Education be adjourned at 7:36 pm.

Vote: Yes: 3

No: 0

Absent: 2 (Hathaway, Ackley)

MOTION CARRIED.

Respectfully Submitted:

Sandra Welsh, District Cler,=k

Approved Safety plans

DeRuyter Central School District Claims Auditor Report for Board of Education

Month of August, 2022

		Date	and 1	Type	of Ciai	man A	and Man	_
	1 .		_	21		IIIO PA	naise	d
	8/2/23	8 6 82 4 8 82	S SS C	8/30/22				
Total # of Claims Audited/Payroll Checks	45	81	73	52				
Sales Tax								
NO PO Created								
PO created after Invoice								
Exceeds limit of PO w/out Proper Approvals								
Incorrect Time Being Paid								
Petail about Write Up Pate: 8/2/22 no issue	ien	1						
District Response:								
ate: 116/22 I involve alva	3h q C	Mr	mit	ente	ad k	nu D	rydu	Ui
District Response:				82		1		
ate: 8/23/22 Wrong am own	TH	FLOW	19/C	LERD	A Du	Les	Doyi	M
District Response:								
	MIN	•						
District Response:								
ate:								
District Response:								
gnature: Bonita B. Young, Claims Au	ditor		Da	ate:	J30	(23	<u> </u>	

Bonnie B. Young 2169 Smith Road DeRuyter, NY 13052 315-378-9608



CLAIMS AUDITOR CLAIM

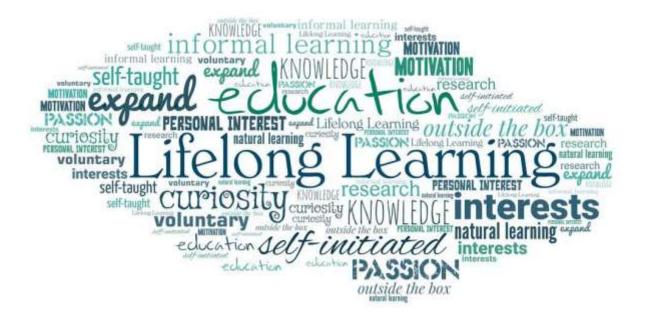
23-002 - August 2022

To: DeRuyter Central School 711 Railroad Street DeRuyter, NY 13052

Date	Total Hours	Type of Audit	Rate	Total
8/2/22	11/2	PR	\$17.00/Hr.	25.50
8/16/22	23/4	PR/AP	\$17.00/Hr.	46.75
8 23/22	3/4	AP/eoc	\$17.00/Hr.	55,25
8/30/22	1/2	APS PR	\$17.00/Hr.	25, 50
,			\$17.00/Hr.	
			\$17.00/Hr.	
			\$17.00/Hr.	

			\$17.00/Hr.		
^			Total this Claim_	153.00	//
Dorna	bonned		8	30 22	
Signature; Cl	aims Auditor			Date	
Signature: Di	strict Treasure	W		9/1/22 Date	
Date of Approval of Bo	oard of Education 9	-14-22	District Clerk	SVU	

DeRuyter Central School District Professional Learning Plan



2022-2025

Approved by the DPT on 08/10/22 Adopted by the BOE on 09/14/22

DCS Mission

The DeRuyter Central School District, in partnership with the parents and the community, will educate and empower *all* students to embrace a passion for learning while developing into respectful, productive members of society.

DCS Vision

The DeRuyter Central School District will be committed to providing a safe, healthy and supportive environment where all members of the learning community will reach high expectations as they achieve confidence in their talents and pursue personal success in a complex and interconnected, dynamic world.

DCS Belief Statements

We believe.....

- The partnership of home, school, and community is essential for student success.
- ...children are our first priority.
- ...each individual has dignity and worth. .
- ..an emotionally and physically comfortable, safe and professional environment is most conducive to teaching and learning.
- ...in a learning community of integrity that promotes positive character and good citizenship
- ...in the optimal utilization of all resources.
- ...high expectations and challenging curriculum lead to greater achievement.
- ...frequent, clear and consistent communication is essential amont all school stakeholders.
- ...In learning communities where students are supported to become self-directed learners.
- ...diverse opportunities and challenges allow for each student's gifts and talents to be discovered.

The 2022-2025 Professional Learning Plan was developed by the 21-22 DPT using information regarding NYS initiatives, district data, and staff surveys.

District Planning Team 2021-2022:

Erin Brown, PK-6 Art Teacher, Special Areas Representative

Kathy Cook, Teaching Assistant, CSEA Representative

Jennifer Ladd, Reading Teacher, Elementary Representative

Zachary Miller, English Teacher, High School Representative

Kimberly O'Brien, Director of Curriculum and Instruction- Facilitator

Stephen Rafferty, 6-12 Principal/Director of Special Education, Administrative Representative

Andrew Scherrer, School Psychologist, Special Education Representative

Sheri Smith, 6th Grade Teacher/Athletic Director, Middle School & Athletics Representative

Jenny Valente, PK-5 Principal/Director of Special Education, Administrative Representative

Melissa Wheatley, 1st Grade Teacher, DFA Representative

Goals for Professional Development:

The goal of our district's professional development is to increase the efficacy of all educators to meet the DeRuyter Central School District vision, mission and goals.

Vision for Professional Development:

The DeRuyter Central School District seeks to create a culture that provides effective professional development which will promote best practices, stimulate new approaches to instruction, and expand personal and professional knowledge. We pursue these and the district's goals with the central focus of improving student learning.

Regulatory Requirements:

This Professional Development Plan meets the requirements of the 100.2 (dd) Regulations of the State of New York. The purpose of this plan is to improve student learning by providing meaningful, focused, professional development opportunities that are aligned with the Leaming Standards of New York State (NYS).

Additionally, public school districts are required to have a professional development plan which describes how it will provide all of its teachers, teaching assistants and long-term substitute teachers with substantial professional development opportunities, and how it will provide its professional certificate holders with opportunities to maintain such certificates in good standing based upon successfully completing 100 hours of professional development for teachers and 75 to 100 hours for teaching assistants every five years. DeRuyter Central School District provides staff the opportunity to maintain staff professional development credits through My Learning Plan and also provides memos of attendance at district events for those that need them. However, it is ultimately the employee's responsibility to monitor their own certificate progress and requirements and to maintain their certificates of attendance.

Registration:

In March 2016, the Board of Regents implemented a new State Law (Section 3006 of the Education Law) that requires any holder of a:

- Permanent of professional teaching certificate in the classroom teaching service
- Permanent or professional leader certificate in the educational leadership service (i.e. school building leader, school district leader, school district business leader)
- All level III Teaching Assistant certificate holders

to must register with the Department of Education every 5 years.

These certificate holders must register in order to practice in a New York public school district or BOCES. As defined by the regulations, "practicing" means employed 90 days or more during a school year by a single applicable school in New York in a position requiring certification. A single day of employment shall include a day actually worked In whole or in part, or a day not actually worked but a day paid.

Registration will be completed through the TEACH system. The initial registration process was staggered in the 2016-17 school year to allow for future re-registrations to be distributed as equally as possible during the course of the year. Regulations provide for the following registration periods:

- For teachers and school leaders with a permanent or professional certificate or a Level III Teaching Assistant certificate Issued prior to July 1, 2016, they shall register during the 2016-17 school year during his or her month of birth, beginning on July 1, 2016 and shall renew his/her registration in the last year of each subsequent 5 year period.
- For teachers and school leaders with a permanent or professional certificate or a Level III Teaching Assistant certificate Issued on or after July 1, 2016, they shall be automatically registered, and the certificate holder shall re-register during the fifth succeeding birthday month thereafter and during each birthday month in the last year of each subsequent 5 year period.

If a certificate holder is not practicing, or for any reason ceases to practice in New York, the certificate holder must notify the Department through the TEACH system that he/she is not practicing in a New York State school district or BOCES.

The law also states that a willful failure to register or provide notice within 180 days of such change *may* constitute grounds for moral character review. The law allows for discretion, and the Department recognizes that this is a transition period, there are no plans to pursue Part 83 moral character review for anyone who may fail to register or update their name and/or address. In the event that a certificate holder who must register fails to do so, the Department will contact the individual several times to make them aware of their responsibility under the law. In addition, the Department has interpreted a "willful failure to register" to mean a failure to register after being notified of the need to register by the Education Department at least several times.

What is effective professional development?

Effective professional development is an adult learning experience, or series of experiences, that can be translated into an observable influence on student learning. Such experiences should enable individuals, groups and the organization to build their capacity to improve student performance and success.

Effective professional development practice should:

- Enrich teaching and improve learning for all students. It is an essential link to higher student achievement.
- Support educator development, both as individuals and as educators.
- Be conducted in school settings and linked to other school-wide improvement efforts.
- Reflect best available research and practice in teaching, learning, and leadership.

- Actively involve educators, and other adult learners, in planning, goal setting and activity selection.
- Provide sufficient ongoing support and resources in order to develop expertise in subject content, teaching strategies, uses of technologies, and other essential elements in teaching to high standards.

Examples include but are not limited to the following items with proper approval from building and district administration:

- Study groups
- Coursework (both in person and online) and other instructional support requested by staff members.
- Allow for learning experiences that are concrete and include ongoing feedback, and assistance on request.
- Be driven by a coherent long-term plan.
- Be evaluated ultimately on the basis of its impact on educator effectiveness and student learning; this assessment guides subsequent professional development efforts. (Northwest Regional Educational Laboratory, www.nutelor/request/lune98/article 1.html)

We believe that a professional development program must be:

- Coherent aligning professional development priorities with state, district and building priorities.
- Comprehensive providing well-planned, continuous opportunities to meet district, building and individual short-term and long range goals.
- Developmental responding to the adult learning and career development needs of all staff.
- Differentiated reflecting and respecting the variety of ways that adults learn and change.
- Diverse- providing a range of opportunities in support of district, building, and individual goals and priorities.
- Responsive- adapting to changing needs and priorities, new information, evaluation data, and comprehensive assessment data.
- Results-oriented emphasizing improved performance on the part of students, instructional staff, administration, and the organization as a whole.
- Systemic coordinating organizational change with individualized learning so as to have a positive ripple effect throughout the organization.

The Five Phases of Professional Development:

We believe that all five of the phases below are necessary components of an effective program:

- I. It is essential to acquire new knowledge, skills and information and to build a conceptual understanding of It. Activities in this phase might include:
 - Goal setting
 - Assessing needs
 - Participating in interactive workshops
- Forming a study group
- Observing Models and Examples
- II. In order to develop a **practical understanding of the current research** in the field of education, it is necessary to study instructional examples of such research in practice. In this phase, one might participate in activities such as:
 - School and classroom visitations
 - Peer observation
 - Using instructional artifacts
 - Co-planning
 - Listening to or watching audio and video examples
- **III. Reflecting on Your Practice**. The purpose of this phase is to analyze instructional practice on the basis of new knowledge. Activities in this phase might include:
 - Journaling or educator-authored cases for collegial discussion and reflection
 - It could also include opportunities for educators to formulate questions about their own practice, collect data pertinent to those questions and pursue the revision of one's practice based on the data collected.
- IV. Refining Your Practice. It is critical to be able to translate new knowledge into individual and collaborative plans as well as actions for curricular and instructional change. Activities might include:
 - Action research
 - Peer coaching
 - Support groups
 - Curriculum development.

- V. Gaining and Sharing Expertise. Educators, as professionals, should be expected to continue to refine their instructional practice, learning with and from colleagues while also sharing their practical wisdom with their peers. Activities in this phase might include:
 - Team planning
 - Mentoring or partnering with a colleague
 - Participating in a network, or regional collaborative

(North-Central regional Educational Laboratory, WWW.NCREL.or/sdrs/emas/issues/educatrs/profdevl/od27oh.htm)

Determining Professional Development Needs:

Multiple data sources are used to evaluate our professional development needs, Including, but not limited to:

- DCS District Goals
- Formative and summative student assessment data
- New York State report cards with disaggregated student data including state test data, BEDS data, Attendance data, Graduation rates, Aspirational Performance Measures
- DCS School Improvement Plans
- Teacher reflection
- Administrative input
- Educator evaluations
- Staff surveys
- Current research on best practices
- Current State and National requirements and initiatives

The highest priorities for professional development in the district are those that have the greatest potential to impact the achievement of our students based on research, multiple data sets, and the needs of our teachers.

What are some of the professional development options available for the instructional staff of the DeRuyter Central School District?

Individually Guided Development:

In this model, the educator designs her or his own learning activities. Selecting their own learning goals and the means by which those goals are accomplished motivates professional educators. A belief that underlies this model is that self-directed development empowers educators to address their own needs and by doing so, create a sense of professionalism.

Observation and Assessment:

Instructional practices are improved if a colleague or other person observes an educator's classroom and provides feedback. Having someone else in the classroom to view instruction and provide feedback and guide reflection is a powerful way to impact classroom practice. The observer acts as another set of "eyes and ears" for the educator. Observers also leam as they view their colleagues in action.

The *Thoughtful Classroom Teacher Effectiveness Framework* has been adopted by the APPR Committee and approved by the Board of Education as the system for observing, evaluating and refining classroom practice at DeRuyter Central School District. The Basic Framework Rubric is attached in Appendix C.

Involvement in a Development or Improvement Process:

Systemic school improvement processes typically involve assessing current practices and determining a problem, the solution of which will improve student outcomes. The solution might Include developing curricula, designing programs, or changing classroom practice. New skills or knowledge may be required and can be attained through reading, discussion, observation, instruction, and experimentation. Consequently, involvement in the improvement process can result in many new skills, attitudes, and behaviors.

Instruction:

An instructional model Includes an "expert presenter who selects the objectives, learning activities, and outcomes. Usually the outcomes involve awareness, knowledge, or skill development, but changes in attitude, transfer of knowledge into practice, and "executive control" needs to be addressed as well. The improvement of educators' thinking should be a critical outcome of any instructional program. The most effective instructional programs include exploration of theory, demonstrations of practice, supervised trial of new skills with feedback on performance, and coaching within the workplace,

Inquiry:

Educators formulate questions about their own practice and pursue answers to those questions. Inquiry involves the identification of a problem, data collection (from the research literature and classroom data), data analysis, and changes in practice followed by the collection of additional data. The inquiry process can be carried out individually or in small groups. The model is built on the belief that the mark of a professional educator is the ability to take reflective action."

Participation In Professional Development Opportunities:

Participants will be recognized for their successful involvement in approved professional development experiences associated with one or more of the five descriptors listed above. Compensation may be provided in the form of, *but not limited to*, support for personal and district goals, release time, college/university credit, stipends, opportunities for salary advancement, in-service credits, and professional and/or instructional materials. Activities that are systemic in nature will be offered throughout the school year, as well as during the summer, and over a multi-year period to allow for latitude in scheduling. The District will follow all mandated state regulations.

Mentoring Program:

DCS has a mentoring program for all teachers new to the district and is currently developing a plan to provide mentors for our paraprofessionals as well.

The DCS mentoring plan is being revised by the mentor committee this summer, and the plan will be included as an appendix to the Professional Learning Plan once completed.

Areas of Focus for Professional Learning 2022-

NYSED requires districts to provide a variety of professional development training on an annual basis. The **required annual trainings** include:

- DASA
- Mental Health
- Ed Law 2d
- Right to Know
- Sexual Harrassment
- Safety (other): Concussion Awareness, Email and Messaging Safety, Playground Safety

In addition, there are a wide range of NYSED initiatives that will require professional development to implement over the next several years. These **NYSED initiatives** include:

- Next Generation NYS Standards and Assessments Implementation
 - All content areas- priority standards
 - New assessments 3-8
 - o Phase in for Regents assessment changes
- Seal of Civic Readiness
- Seal of Biliteracy
- Individual Arts Assessment Pathway
- Social Emotional Learning/Mental Health and Wellness
- Diversity, Equity and Inclusion
- Culturally Responsive Sustaining Education Framework

DPT has also identified the following as district needs:

- Literacy Instruction
 - LETRS Volume I and II Training
 - Literacy across all content areas
 - Writing Instruction
- School Culture (PBIS, other program, developed program?)
- Identifying and closing learning gaps (RTI/MTSS)
- Technology:
 - Effective Use of Instructional Applications
 - Digital Literacy Curriculum

Based on the review of data, the DPT is recommending that the following areas be prioritized for the 22-23 school year:

Literacy:

- a. LETRS: continue with initial training for those not yet trained and focus on implementation of the learning into classroom practice
- b. Integrating reading and writing across all curriculum areas

Special Ed Process / Continuum of Services

c. Special Ed / Gen Ed Roles in Various Models

(Rather than PD, we think this might be able to be shared with staff by Jenny with some visuals, flow charts, etc that people can go back and look at if they forget)

SEL / Mental Health / Safe Environment / Developing Relationships Technology

- d. Computer Science / Digital Fluency Standard Implementation
- e. Tech Beyond Paper Replacement
- f. Promethean Board

Appendix A:

Mentor Plan: to be added once revised plan for 2022 is complete

Mentor Application https://docs.google.com/forms/d/e/1FAlpQLSeYRgG0qNM-Y1b9fY1WGfZvrjS7JtvgDhkbAx38iKYS03j0iw/viewform?usp=sf_link

Mentor Needs Assessment Form Mentor Mid-Year Evaluation Form Mentor End of Year Evaluation Form

Appendix B:

List of potential vendors/providers/consultants that may be utilized through the 2022-school years:

- ACTEA
- Art Partners for Learning
- New York State Art Teachers Association
- NYSMA
- New York State Music Association
- New York State Council of Social Studies Teachers
- New York State Association of Family and Consumer Science Educators
- New York State Health Science Educators Association
- New York State Counselors Association
- New York State Technology and Engineering Educators Association
- New York State School Boards AssociationNew York State Education Department
- New York State School Nurses Association
- Central New York Council for the Social Studies
- NYSAHPERD
- Shape America
- National Science Teachers Association

- Science Teachers Association of NYS
- Mid State Regional Partnership @ Syracuse University (formall SEIS)
- School Administrators Association of NYS
- NYS Council of Superintendents
- RBERN
- APEX Learning
- OCM BOCES
- TST BOCES
- Citi BOCES
- Monroe I BOCES
- Genesee Valley BOCES
- Broome Community College
- SUNY Cortland
- LeMoyne College
- Syracuse University
- SUNY Oswego
- National Board Certified Teaching Association
- Solution Tree
- Bill Daggat
- Luis Cruz
- Solution Tree
- Staff Development for Educators
- Bureau of Educational Research
- Staff and Curriculum Development Network
- Regional Bilingual Education Research Network
- CNYRIC
- NY Library Association
- School Library Systems Association
- International Library Association
- CNYSEA
- LEGO
- Promethean World
- RicOne
- PLC Associates
- Center for Digital Education
- International Society for Technology in Education (ISTE)
- NYS Computers and Technology in Education (AMTNYS)
- National Council for Teachers of Mathematics
- Educational Media Technology Association
- Child Advocacy Center

- LEXIA Learning
- The Q Center
- Madison County Bridges
- NYSAP
- NASP
- Current law firm (name?)
- Insurance -safety training
- Council on Exceptional Children
- CSEA
- DeRuyter Central School District
- Madison County Music Educators Association (MCEA)
- NYSAWA
- NYSSLA (Speech/Language Association)
- Oswego Teacher Center
- CNY Teacher Center
- Madison County Rural Health Council

Appendix C:

The Thoughtful Classroom Rubric

The Thoughtful Classroom at a Glance

DeRuyter Central School District Shared Decision Making Plan

Approved by the District Planning Team (05/10/22) Adopted by the Board of Education (09/1422)

Introduction:

The NYS Board of Regents adopted section 100.11 of the Regulations of the Commissioner of Education. This regulation requires each public school district board of education and each board of cooperative education services (BOCES) to develop and adopt a district plan for the participation by teachers and parents in school based planning and shared decision making. The regulation further specified that the plan be developed in collaboration with the district's board of education, administrators, teachers and parents.

DeRuyter Central School District collaboratively developed and approved a Shared Decision Making plan in 2012 and revised the plan in 2014. The regulation requires the plan to be reviewed and if needed, revised bi-annually. The 2021-2022 District Planning Team has reviewed and revised the plan and is presenting this plan to the Board of Education for approval.

Purpose of Shared Decision Making:

The purpose of district based planning and shared decision making shall be to

improve the educational performance of all students in school, regardless of factors such as socioeconomic status, race, gender or gender expression, language background or disability. Shared decision making is driven by the belief that the most effective decisions are made when those that will be impacted by those decisions are involved in the decision making process. The shared decision making process is used to assist with the realization of programs and services; collaboratively working to find solutions to issues and resolving problems. It is also a process utilized to provide input/serve as a sounding board for new initiatives, setting district goals and monitoring implementation of district plans. It requires commitment, time and hard work.

The goal is to utilize the expertise and perspectives of the representatives to guide and shape decisions. Success requires that all members of the shared decision making team (from this point forward referred to as the District Planning Team or DPT) are committed to working together in a positive way to solve the issues of the school and that all members of the school community accept collective responsibility for student success.

DCS Mission Statement:

The DeRuyter Central School District, in partnership with parents and the community, will educate and empower all students to embrace a passion for learning while developing into respectful, productive members of society.

DCS Vision Statement:

The DeRuyter Central School District will be committed to providing a safe, healthy and supportive environment where all members of the learning community will reach high expectations as they achieve confidence in their talents and pursue personal success in a complex, interconnected, dynamic world.

I.Manner and Extent of Expected Involvement of All Parties

A. Member Selection:

DPT will be facilitated by either the Superintendent or the Director of Curriculum and Instruction. The building principals will serve on DPT as administrative representatives. DFA and CSEA leadership will seek volunteers to represent the varying viewpoints in their units. The facilitator will seek volunteers to represent the perspective of parents, community and the BOE. Student input will be sought through a variety of established student groups such as: Elementary Student Council, MSHS Student Council, DCS Honor Society, FFA, GSA, etc as well as through student surveys and/or class meetings.

B. Terms of Service:

Upon joining DPT, each of the members will agree to serve either a two or a three year term*. This will create both consistency and allow for new perspectives to be added to the committee on a rotating basis. Upon the

expiration of the term, a member may continue to serve on DPT and should contact their respective leadership to express interest in serving another term.

*Some representatives will not serve terms based on their position as there is not another person that holds that same position to take their place.

C. Roles and Responsibilities:

The DPT is an advisory committee, not a final decision making committee. The team will disseminate information, solicit feedback from stakeholders, and make recommendations to the administration and BOE for implementation.

The DPT will have one chairperson to facilitate the meetings. In the event the designated chairperson is not in attendance at the meeting, an alternate facilitator will be arranged in advance.

The team will appoint a recorder at each meeting. The recorder will share their notes with the facilitator who will make any additions/adjustments needed and will then disseminate the minutes to the DPT for review electronically. Members of the DPT will be given at least 3 days to review the minutes and make suggestions for changes to the facilitator.

D. Dissemination of Information:

Outgoing:

Once the meeting minutes have been reviewed and approved by the committee the chairperson will disseminate them to all faculty, staff, and the BOE. They will also be posted on the district's web page.

Incoming:

DPT members may also reach out to the group that they represent for input on particular initiatives and report back to the DPT. Surveys may also be used to gather input as needed.

Additionally, subcommittees can be formed to research and collect information on specific topics and report findings to the DPT.

E. Meetings:

During the 21–22 School Year, DPT will meet monthly from January–June. Starting with the 22–23 school year, the committee will meet at least quarterly throughout the school year, and may meet once in the summer as needed. The sitting DPT will determine the meeting cycle for the following school year at their June meeting each year.

F. Decision Making:

Decision making will be done by consensus from the DPT membership. Consensus decision making is a process to ensure that every member has involvement in the decision. It requires everyone's participation. Listening, thinking, studying, sharing, trust, and respect are all values inherent in the process. All members must agree to support- or at least not undermine- a decision. Reaching consensus does not mean the vote is unanimous, the result is everyone's first choice, or that everyone agrees. Consensus leads to the development of the commitment and ownership necessary in collaborative decision making. Said in another way, consensus is reached when all members agree with the following statements:

- "I agree with this decision, and I will give it full support" or,
- "I can live with this decision and I will be supportive" or,
- "I don't agree with this decision, but I will trust the opinion of the group and will not do anything to negatively impact the decision"

II.Educational Issues Subject to Shared Decision Making

The DPT is empowered to consider issues related to student achievement, including but not limited to those listed below. All of the issues should be related to the District's vision, mission, district goals and implementation of related initiatives. DPT's work may include the development and oversight of district wide plans including, but not limited to, the Shared Decision Making Plan, District Goal Setting and implementation planning and the Professional Learning Plan.

All decisions will be made in accordance with federal, state and local laws and policies. Matters of confidentiality involving particular staff, students and/or parents will not be referenced or discussed. Teamwork and communication

will be in the forefront of all of DPT's work.

Potential Initiatives/Areas of Focus for DPT over the next few years include, but are not limited to:

SED initiatives:

- Next Generation NYS Standards and Assessments Implementation
- Social Emotional Learning/Mental Health and Wellness
- Diversity, Equity and Inclusion
- Culturally Responsive Sustaining Education Framework
- Seal of Civic Readiness
- Seal of Biliteracy
- Individual Arts Assessment Pathway

Other areas identified by the 21-22 DPT:

- Continued focus on literacy
- SEL and school culture
- PBIS and/or other school/district wide programs that focus on SEL/culture/DASA
- Attendance
- Learning gaps outcomes, how we close the gaps
- Family and community engagement
- Communication strategies
- Instructional technology digital literacy, support and training for teachers

III.Means and Standards to Evaluate Student Achievement

Student achievement will be assessed based on a variety of data points. In order to understand the various indicators of student performance, DPT will have opportunities to review a variety of data that are appropriate to evaluating district goals. Data points may include, but are not limited to the following:

- NYS Assessments in Grades 3-8 and Regents Exams
- AIMS WebPlus Screening Assessments
- Heggerty Assessments
- PAST

- Spelling and Phonics Screener
- Phonics and Word Reading Screener
- Classroom Based Assessments
- Report Card Grades, fail lists
- Attendance Data
- Graduation Rates
- College acceptance rates
- Participation in athletics, fine arts and other co-curricular activities
- Social Emotional/Mental Health screener
- Student, staff, parent/community surveys
- Alumni data

IV.Means by Which Members Will be Held Accountable:

Each member is responsible for using a variety of communication methods to inform and seek input from the constituent groups. Communication methods that may be used are as follows:

- Meeting minutes will be disseminated electronically to all DCS staff and the Board of Education and will be published on the website.
- Team meetings, faculty meetings, DFA/CSEA meetings, BOE reports and meetings, district newsletter, student group meetings, committee meetings, PTO meetings, School Messenger, Class Tag, etc.
- Surveys and polls

DPT realizes the need for on-going review, evaluation and assessment of district goals and implementation plans as well as communication methodologies.

Each member understands that all issues/recommendations brought to the team should focus on district wide issues related to improving student learning and furthering the district's vision and mission.

It is recognized that DPT is NOT the collective bargaining agent for DFA or CSEA and it has the responsibility to adhere to all existing contracts, BOE policies, administrative procedures as well as local, NYS and federal laws and regulations.

In order to work effectively as a team, the members of the group agree to:

- Start and end meetings on time
- Agenda will be disseminated to the DPT members by the facilitator at least 24 hours in advance
- Minutes (Taken, approved by committee, shared with staff, BOE and posted on the website following the BOE meeting where they are shared)
- Be Present Focused and Engaged during the meeting
- Confidentiality: Individual comments will not be shared outside of the meeting, however, we will share and disseminate all approved meeting minutes that will include all topics and a summary of the discussion points.
- All Voices: Differing Opinions/Perspectives Needed and Welcomed
- Respectful Interactions: It is ok to disagree, but we must think about our responses to make sure we are asking for clarification and sharing opposing views with respect.

V.Dispute Resolution Process:

Decisions will be made through conscensus. If consensus is unattainable, other strategies will be employed. These strategies may include, but are not limited to: mediation, sending issues of a subcommittee for further work, and problem solving models.

If an impasse is reached, it shall be resolved through:

- Informal mediation
- Subcommittee consisting on the Superintendent and appropriate bargaining unit representatives
- Board of Education

All decisions made by the DPT must be made within the constraints of Education Law, BOE policy and Administrative Regulations, union contracts and budgetary limits established by the BOE.

VI.State and Federal Requirements for Parent Involvement:

Certain State and Federal programs (such as special education and AIS) require parental involvement that exceed the level of participation described in this plan. In all cases, DCS will meet or exceed these requirements.

DPT will strive to continue to improve communication between DCS, parents and the community. We will be committed to providing parents and community members with opportunities for involvement in educational programs.

DeRuyter Central School District

RESOLUTION SETTING FORTH DeRUYTER CENTRAL SCHOOL DISTRICT'S INTENT TO SERVE AS LEAD AGENCY PURSUANT TO THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT ("SEQRA") FOR THE 2022-2023 CAPITAL OUTLAY PROJECT AND CLASSIFYING THE PROEJCT AS AN UNLISTED ACTION PURSUANT TO SEQRA

WHEREAS, the DeRuyter Central School District (the "District") is the sponsor of 2022-2023 Capital Outlay Project consisting of improvements to the lighting for the district, and

WHEREAS, pursuant to SEQRA and the regulations in 6 NYCRR Part 617 adopted by the New York State Department of Environmental Conservation (the "Regulations"), the District desires to comply with SEQRA and the Regulations with respect to the Project; and

WHEREAS, the improvements proposed as part of the Project are classified as an Unlisted Action under the current Department of Environmental Conservation SEQRA Regulations (Section 6 N.Y.C.R.R 617.5); and

WHEREAS, pursuant to SEQRA, the District intends to designate itself as Lead Agency and therefore responsible for the Project's environmental review pursuant to SEQRA; and

WHEREAS, pursuant to SEQRA, the District intends to conduct a coordinated SEQRA review and has prepared "Lead Agency SEQRA Notice" to be circulated to all interested and involved agencies as defined in the SEQRA Regulations; and

NOW, THEREFORE, BE IT RESOLVED THAT: The District hereby declares its intent to serve as "Lead Agency" with respect to the environmental review of the Project pursuant to SEQRA.

1. The District hereby classifies the Project as an Unlisted Action pursuant to SEQRA and its implementing Regulations.

2.

BEIT FURTHER RESOLVED THAT, the District directs Ashley McGraw Architects to send out the Lead Agency SEQRA Notice to all interested and involved agencies, as defined by SEQRA and its implementing Regulations.

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eleventh day of August in the year Two Thousand Twenty-two (*Paragraph deleted*)

BETWEEN the Architect's client identified as the Owner:

DeRuyter Central School District 711 Railroad Street DeRuyter, New York 13052 Telephone Number: 315-852-3400

and the Architect:

Ashley McGraw Architects, D.P.C. 125 East Jefferson Street, 15th Floor Syracuse, New York 13202 Telephone Number: 315-425-1814

for the following Project:

DeRuyter CSD 2022-23 Capital Outlay Project

Architect Project No. 22033

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.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(Paragraph deleted)

Architect shall provide professional services for the DeRuyter Central School District 2022-2023 Capital Outlay Project which consists of lighting replacement at the main school building.

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, 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 Architect acknowledges that the Owner is a public 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 in Section 2.1, use reasonable care to comply with all applicable laws and regulations in effect at the time such service is rendered as they pertain to the design, bidding and construction of the Project as they apply to the Architect, including, but not limited to, the requirements of Article 5-A of the General Municipal Law; Article 9 of the Education Law; and Sub-Chapter J, Part 155 of Title 8, Chapter II of Codes, Rules and Regulations of the State of New York. 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.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement 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. The Architect shall render decisions in a timely manner pertaining to issues submitted by the Owner, and/or Contractors in order to avoid unreasonable delay in the orderly and sequential

progress of the Architect's services and/or the Project Work. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services and which shall be adjusted, if necessary, as the Project proceeds. This 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. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner. The parties understand that certain aspects of the Project schedule are beyond the control of either party (i.e. SED review of submittal documents; SEQRA approval). Any adjustments to the schedule shall be void and of no force and effect until such adjustments are agreed to in writing by the Owner and the Architect.

§ 2.2 The Architect shall maintain insurance as outlined in Exhibit B, Architect's Insurance Coverage Summary, 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 11.8: (Paragraphs deleted)

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 engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 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 (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. 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. The Architect shall review available drawings and other documents depicting existing conditions of the Project site to determine site conditions. The Architect shall consult with the Owner to ascertain the Owner's needs and to establish the Owner's requirements for the Project. The Architect shall review the design objectives and constraints, performance requirements and budgetary limitations provided by the Owner, and advise the Owner whether or not those requirements are appropriate to meet the Owner's needs.
- § 3.1.2 As soon as reasonably 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. 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.
- § 3.1.3 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.
- § 3.1.4 The Architect shall prepare documents for separate Construction Contracts in order for the Project to comply with Article 5-A of the General Municipal Law.
- § 3.1.5 The Architect hereby represents to the Owner the following: (a) that the Architect is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services required hereunder and performs its obligations hereunder; (b) that Architect is able to furnish any of the plant, tools, materials, supplies, equipment and labor required hereunder and perform all of its obligations hereunder and it has sufficient experience and competence to do so; (c) that Architect is authorized to do business in New York and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services requited under this Agreement and the Project itself; (d) that Architect's execution of this Agreement and its performance of it is within its duly authorized powers; and (e) that Architect's duly authorized representative has visited the Project and familiarized him/herself with the local conditions under which the services required under this Agreement are to be performed. Architect agrees that the representation in this Subparagraph 3.1.5 shall survive the execution and delivery of this Agreement.
- § 3.1.6 Whenever reasonably requested by the Owner during the term of this Agreement, and as part of the Basic Services hereunder, the Architect shall attend meetings of the Owner's Board of Education to advise its members concerning the progress of the Project.

§ 3.2 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 discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.
- § 3.2.3 The Architect shall discuss with the Owner the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.
- § 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an opinion of probable Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

- § 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 3.4.4.
- § 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. These Construction Documents shall be prepared in sufficient detail for the DeRuyter Central School District Board of Education (the "Board") to submit the design to the Commissioner of Education for his approval in conformity with the requirements of the Education Law.
- § 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the opinion of probable Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.
- § 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest opinion of probable Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

- § 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A101TM—2017, Standard Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A101–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.
- § 3.4.1.2 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.
- § 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates 90 days after the date of Substantial Completion of the Work.

§ 3.4.2 Evaluations of the Work

- § 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, 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.
- § 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.
- § 3.4.2.3 The Architect shall, as needed, interpret and decide matters concerning performance under, and requirements of, the Contract Documents.
- § 3.4.2.4 When making such interpretations and decisions, the Architect 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.
- § 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

- § 3.4.3.1 The Architect shall review and certify, or give reasons for its refusal to certify, the amounts due the Contractor. 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 3.4.2 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 general accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.
- § 3.4.3.2 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.

§ 3.4.4 Submittals

- § 3.4.4.1 The Architect shall review and take 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 any construction means, methods, techniques, sequences or procedures.
- § 3.4.4.2 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 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.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

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 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

On behalf of the Owner, the Architect shall conduct site visits to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; 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 issue a final Certificate for Payment based upon a final site visit indicating that, to the best of the Architect's knowledge, information, and belief, the Work generally complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Paragraph deleted)

None known at time of Execution of this Agreement.

- § 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. 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.
- § 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in 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 as an Additional Service.
- § 4.2.2 The Architect has included in Basic Services bi-weekly visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.
- § 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.
- § 4.2.4 If the services covered by this Agreement have not been completed within the mutually agreed upon timeframe outlined in Section 3.4.1.3, 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 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 furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.
- § 5.4 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 require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- § 5.5 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 where necessary for the completion of the work.
- § 5.6 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.
- § 5.7 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.
- § 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.
- § 5.9 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.
- § 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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. In addition, a mutually agreed upon allowance for contingencies (both design and construction) shall be included for market conditions at the time of bidding and for changes in the Work during construction. 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 opinion of probable Cost of the Work and updated opinion of probable 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 opinion of probable Cost of the Work, or evaluation, prepared or agreed to by the Architect.

- § 6.3 In preparing opinion of probable Cost of Work appropriate for the level of the design, 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 opinion of probable Cost of the Work to meet the Owner's budget. The Architect's opinion of probable Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed opinion of probable Cost of the Work, the Architect shall provide such an estimate as an Additional Service.
- **§ 6.4** If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner (OR State Education Department approves the plans and specification for the Project) 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 opinion of the probable 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 current 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, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3, except to the extent such modifications are due to the Architect's negligent acts or omissions. 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 Owner acknowledges that the documents and data prepared by the Architect and the Architect's consultants for the Project are instruments of the Architect's and its consultants' professional services. Upon full payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the latest version of the design prepared by the Architect and/or its consultants for the Project shall become the property of the Owner who shall be entitled to receive the documents described in §7.2.1 below. This conveyance shall not deprive the Architect or its consultants of the right to retain electronic data or reproducible copies of the design documents or the right to reuse information contained in them in the normal course of the Architect's or its consultants' professional activities. The Architect or its consultants shall be deemed the author of such electronic data or documents, shall retain all rights, and shall be given appropriate credit in any public display of such documents.
- § 7.2.1 At the conclusion of this Agreement with the Owner, upon final payment for the Architect's services, the Architect will deliver the following documentation to the Owner for their records:
 - 1. The final version of the contract documents prepared by the Architect, including:
 - a. PDF copies of the Construction Documents, Specifications, and Addenda related to this project; and
 - b. Electronic drawings depicting either a 3-Dimensional or 2-Dimensional representation of this project in accordance with Exhibit B, "Electronic Drawings Release Terms and Conditions";

- § 7.2.1.1 The Architect will maintain ownership and copyright over the electronic drawings and digital media for use in the Architect's marketing material or on future projects with the Owner. The Owner is granted an irrevocable license to use such electronic drawings to the extent such use is consistent with the terms and conditions of this Agreement.
- § 7.3 The Owner shall not use or authorize any other person to use the documents and other instruments of service on other projects or for additions to this Project, without the Architect's written permission. The Owner may use and may authorize other persons to use the documents and other instruments of service to make renovations and repairs to the Project. Any reuse of documents and other instruments of service to complete, renovate, or repair this Project without the Architect's professional involvement will be without the certificate, seal, or other identification of the Architect or the Architect's consultants and will be at the Owner's sole risk and without liability to the Architect or its consultants for such use. The Owner shall indemnify and hold harmless the Architect, the Architect's consultants, agents and employees or any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and disbursements, arising out of or resulting from the authorized or unauthorized reuse of documents or other instruments of service by Owner or any other person or entity that acquires or obtains these documents from or through the Owner.

(Paragraph deleted)

- § 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.
- § 7.5 Except as otherwise stated in this Agreement, 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 3 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, but only to the extent of actual recovery of any property insurance proceeds applicable to such damage. 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. Consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of use on any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 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 Mediation, unless the parties mutually agree otherwise, shall be administered in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association in effect on the date of this Agreement. 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.

§ 8.2.3 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:

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

in Madison County, New York.

(Paragraphs deleted)

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. The equitable adjustment to the Architect's fees shall include all reasonable costs incurred by the Architect on account of suspension or abandonment of the Project for preparation of documents for storage, maintaining project related space and equipment pending Project resumption, and making any necessary revisions to comply with new or differing Project requirements at the time of resumption.
- § 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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7

(Paragraphs deleted)
Intentionally deleted

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the State of New York.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A101–2017, Standard Form of Agreement Between Owner and Contractor as modified by the Owner with the Architect's consent.
- § 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 or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of 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 The Architect 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.
- § 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. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 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.
- § 10.9 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Architect against all claims, actions, liabilities, losses, damages, or costs, including reasonable attorney's fees and all other costs of defense to which the Architect may be subjected, or which the Architect may suffer, which were caused in whole or in part by negligent or intentional acts of the Owner or any of their contractors, or anyone retained or employed by the Owner, in the performance of its work for this Project, or from the failure to comply with any of the provisions of its contract or the law, except to the extent caused by the negligent acts or omissions of Architect.
- § 10.10 The parties agree that when satisfactorily identified, a copy of this Agreement accurately reproduced from an electronically stored executed version hereof shall be admissible in evidence as an original in all legal proceedings between them regardless of whether a paper original is available. The introduction of a reproduction does not preclude admission of the original.

ARTICLE 11 COMPENSATION

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

(Paragraphs deleted)

Stipulated sum of Twenty Thousand and 00/00 Dollars (\$20,000.00) plus reimbursable expenses outlined in section 11.8.

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows: (Paragraph deleted)

As outlined in the hourly rate schedule annexed to this Agreement as Exhibit C or as otherwise negotiated and agreed upon in writing prior to the rendering of any such additional services. Note, the hourly rate schedule is subject to annual changes, and such changes will be forwarded to the Owner in writing via formal announcements or by invoices, as deemed appropriate.

§ 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:

(Paragraph deleted)

As outlined in the hourly rate schedule annexed to this Agreement as Exhibit C or as otherwise negotiated and agreed upon in writing prior to the rendering of any such additional services. Note, the hourly rate schedule is subject to

annual changes, and such changes will be forwarded to the Owner in writing via formal announcements or by invoices, as deemed appropriate.

§ 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 (15.00 %).

§ 11.5

(Paragraphs deleted)
Intentionally deleted.

§ 11.6 Intentionally deleted

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

As outlined in the hourly rate schedule annexed to this Agreement as Exhibit C or as otherwise negotiated and agreed upon in writing prior to the rendering of any such additional services. Note, the hourly rate schedule is subject to annual changes, and such changes will be forwarded to the Owner in writing via formal announcements or by invoices, as deemed appropriate.

(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 of plan approval set and bid set and all other printing, reproductions, plots, and standard form documents as requested by the Owner;
- .5 Postage, handling, and delivery;
- .6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .7 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 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 (15.00 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Intentionally deleted

§ 11.9.2 Progress Payments

§ 11.9.2.1 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.

6.00 % per annum

§ 11.9.2.2 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.

§ 11.9.2.3 Records of Architect's Expenses and hours pertaining to this Project shall be kept in accordance with generally acceptable accounting standards for architects, which standard shall be consistently applied. Said records shall be available to the Owner or its authorized representative for inspection and copying during regular business hours for three years after the date the Owner accepts the Project.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Paragraph deleted)

None known at time of execution of this Agreement.

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 B104TM–2017, Standard Abbreviated Form of Agreement Between Owner and Architect
 - .2 Architect's Insurance Coverage Summary (Exhibit A)

(Paragraphs deleted)

.3 Electronic Drawing Release Terms and Conditions (Exhibit B)

(Paragraphs deleted)

.4 Architect's Hourly Rate Schedule (Exhibit C)

This Agreement entered into as of the day and year first writ	ten above. Nicholas Saproalle
OWNER (Signature)	ARCHITECT (Signature)
	Nicholas Signorelli, AIA, NCARB, LEED AP BD+C
	Vice President
(Printed name and title)	(Printed name, title, and license number, if required)

EXHIBIT A

ARCHITECT'S INSURANCE COVERAGES

Certificates of Insurance evidencing the following coverages will be delivered to the Owner upon the execution and delivery of this Agreement.

All Policies, except Architect's Professional Liability, are on an occurrence basis. Claims-made policies will not be provided, except for errors and omissions or professional liability coverages.

COMMERCIAL GENERAL LIABILITY: Limit \$1,000,000 per occurrence/

\$2,000,000 annual aggregate

Endorsements: contingent liability/subcontractors' operations;

products and completed operations;

broad form property damage including coverage for X-C-U hazards of explosion, collapse, and

damage to underground property

BUSINESS AUTOMOBILE Combined single limit \$1,000,000;

LIABILITY: covering owned, non-owned, and hired vehicles

UMBRELLA/EXCESS LIABILITY: Limit \$5,000,000 per occurrence/

\$5,000,000 aggregate

WORKER'S COMPENSATION: NYS Statutory Limits

EMPLOYER'S LIABILITY: Bodily injury -

by accident \$1,000,000 each accident
by disease \$1,000,000 policy limit
by disease \$1,000,000 each employee

ADDITIONAL INSURED: DeRuyter Central School District on a primary,

non-contributory basis

ARCHITECT'S PROFESSIONAL LIABILITY: Limit \$2,000,000 per claim/

\$2,000,000 aggregate

EXHIBIT B

ELECTRONIC DRAWINGS RELEASE TERMS AND CONDITIONS

- 1. The electronic drawings, which are being provided in their native format, are provided as a convenience to the Owner for informational purposes only. The electronic drawings do not replace, modify, or supplement the Contract Documents for the Project. The electronic drawings are not part of the Contract Documents.
- 2. The electronic drawings are not, nor shall they be construed to be a product or goods and the Architect providing the electronic drawings is not, nor shall it be construed to be, effecting a sale or transfer of a product or good. There are no warranties, either express or implied, of any kind in such electronic drawings or in the media in which they are contained, by the Architect, its consultants or their subconsultants. Any and all warranties are specifically disclaimed by the Owner, Architect, its consultants or subconsultants.
- 3. Owner accepts the electronic drawings unsigned and unsealed. The electronic drawings are stripped of all Architect's defining information including, but not limited to, logos, title blocks, signatures and copyright. The electronic drawings are provided "as-is" in the format they are customarily and routinely maintained by Architected the end of project close-out (concessions are not given to downgrading or upgrading to a different software release).
- 4. If any differences exist between the Contract Documents and the electronic drawings, the information contained in the Contract Documents shall take precedence over the electronic drawings and the Owner shall not rely on the electronic drawings as an accurate reproduction of the Contract Documents or as depicting the 'as-built' condition of the project Contract Documents. The Architect is not responsible for the accuracy of the electronic drawings nor shall they be considered an accurate reflection of the building conditions; existing, new or otherwise.
- 5. Owner shall not add to, modify, or alter in any way, or allow others to add to, modify, or alter in any way, the electronic drawings, except as may be permitted in writing by the Author(s) of such electronic drawings.
- 6. The electronic drawings are supplied in the following format: Revit
 Owner acknowledges that the media in which any electronic drawings are transmitted can deteriorate
 over time and under various conditions. The Architect is not and shall not be held responsible for such
 deterioration. In addition, any conversion of the format after being supplied is solely the responsibility of
 the Owner. Owner acknowledges that the conversion of electronic drawings from the format provided by
 the Architect to some other format may introduce errors or other inaccuracies or inconsistencies within the
 electronic drawings themselves or as compared to other project related data, drawings or information.
 Owner therefore shall confirm the accuracy of the electronic drawings before using them for any purpose.
 Owner accepts all responsibility for any errors, inaccuracies or inconsistencies and releases the Architect,
 its consultants, and subconsultants from any liability or claims for recovery of damages or expenses
 arising out of or related to such errors, inaccuracies or inconsistencies.
- 7. The electronic drawings were prepared for use in connection with this project only and the Owner shall not use, or allow others to use, the electronic drawings, in whole or in part, for any purpose or project other than as set forth in the Agreement for services between Owner and Architect.
- 8. Owner waives any and all claims and liability against the Architect, its consultants, and subconsultants resulting in any way from any failure by Owner to comply with these terms and conditions, or to a defect, error, omission or inconsistency in the electronic drawings or the information contained therein.

- 9. Owner shall provide a copy of this Exhibit to any entity to whom it provides the electronic drawings, and to require those entities who use any of the electronic drawings for any purpose to comply with these terms and conditions, and to require those entities to do the same should further disclosure be made by them to other parties. Use of the electronic drawings constitutes acceptance of these terms and conditions by any and all users of the electronic drawings, including Owner.
- 10. These terms and conditions for providing the electronic drawings do not create any cause of action of any kind in favor of the Owner, its subcontractors, suppliers, or any third party against the Architect, Architect's consultants, or subconsultants.
- 11. All terms not explicitly defined in this Exhibit shall have the same meaning and definition as provided in the Agreement for services between Owner and Architect.



ASHLEY McGRAW ARCHITECTS, D.P.C. Hourly Invoicing Rates

Title	Rate Per Hour
Principal	\$250.00
Senior Project Manager	\$175.00
Project Manager	\$150.00
Senior Architect	\$165.00
Architect	\$130.00
Senior Interior Designer	\$135.00
Interior Designer	\$100.00
Design Technologist	\$120.00
Designer	\$100.00
Project Administrator	\$ 95.00

Please note that this schedule is subject to annual change. Notification will be given when changes occur and communicated to our clients in writing, via formal announcements or invoices, as deemed appropriate.

Check Warrant Report For A - 10: 8/17/2022 Multifund CK For Dates 8/1/2022 - 8/31/2022



Check #	Check Date Ve	ndor ID Vendor Name				
			Account	PO Number	Check Amount	Liquidated
114575	08/18/2022	921 AT & T Mobility				•
			A 1620.400-10-0112	230271	225.89	225.89
				Check Total:	225.89	
Num	nber of Transactions:	1		Warrant Total:	225.89	
				Vendor Portion:	225.89	

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 1 in number, in the total amount of \$ 225.89. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/8/22 Medi-Fister

Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$ 225.89. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9 9 32 Boyuru yaung (Lourus Philips)
Date Auditor's Signature Title

Approval of Officer Giving Rise to Claims

I hereby certify that each claim numbered ______, to ______, inclusive, has been rendered in accordance with the respective contract, agreement, or accepted estimate and that the work has been completed and/or the materials delivered satisfactorily in each case.

9/9/22 Kety L Deuly Trassurer

Date Officer's Signature Title

1/14





heck#	Check Date Vo	endor ID Vendor Name	Account	PO Number	Check Amount	Liquidated
114578	08/24/2022	240 Amazon Capital Services				
			A 1621.450-10	230376	370.40	370.40
			A 2110.450-10	230359	390.98	390.98
			F 2110.450-10-8024	230350	319.29	319.29
			A 2110.450-10	230304	90.36	90.36
			F 2110.450-10-8024	230297	267.20	267.20
			A 2110.450-10	230374	358.43	358.43
			F 2110.450-10-8024	230303	207.72	207.72
			A 1620.450-10	230349	495.00	495.00
			A 2630.450-10	230389	125.98	125.98
			A 2110.450-10	230401	76.74	76.74
			A 2815.450-10	230359	180.00	180.00
			F 2110.450-10-8024	230350	55.95	55.95
			F 2110.450-10-8024	230303	-22.99	0.00
114579	08/24/2022	173 ASBO New York		Check Total:	2,915.06	
117010	OO!L TILVEL	170,1000 1011 1011	A 1310.420-10	230255	150.00	150.00
			A 1310.420-10	230255	180.52	180.52
				Check Total:	330.52	
114580	08/24/2022	2592 Blick Art Supplies				
			A 2110.450-20-0029	230054	530.28	530.28
			A 2110.450-20-0029	230054	30.26	30.26
444504	00/04/0000	0400 Band Cahannak 9 King LLD		Check Total:	560.54	
114581	08/24/2022	3436 Bond Schoeneck & King, LLP	A 1420.440-10	220223	176.00	176.00
				Check Total:	176.00	
114582	08/24/2022	2825 Buell Fuels, LLC		Ollook Total.	11000	
			A 5510.450-10-0138	230230	2,149.56	2,149.56
		deed Court of Pickerical Courts Co		Check Total:	2,149.56	
114583	08/24/2022	1739 Carolina Biological Supply Co	A 2280.450-30	230055	26.04	26.04
				Check Total:	26.04	
114584	08/24/2022	3549 Catalano Musical Products		VIIGUR I VIAI.	20.07	

Check Warrant Report For A - 11: August 23, 2022 Multifund Cks For Dates 8/1/2022 - 8/31/2022



Check #	Clieck Date 4	endor ID Vendor Name				
			Account	PO Number	Check Amount	Liquidated
			A 2110.450-30-0031	230056	29.25	29.2
14585	00/24/2022	2500 Ch D-1- O-		Check Total:	29.25	
14300	08/24/2022	3566 Channing Bete Co.				
			A 2110.480-30	230100	556.90	556.9
114586	08/24/2022	2476 Cincinnatus Home Center		Check Total:	556.90	
			A 1621.450-10	230206	90.79	90.7
44507	00/04/0000	00.00		Check Total:	90.79	
14587	08/24/2022	29 Citizens bank				
			A 5510.400-10-0154	230254	107.75	107.7
14588	08/24/2022	203 Countryside Hardware		Check Total:	107.75	
		•	A 1621.450-10	230207	25.29	25.29
			A 1621.450-10	230207	58.80	58.8
			A 1621.450-10	230207	40.46	40.4
			A 1621.450-10	230207	8.09	8.0
			A 1621.450-10	230207	10.24	10.24
				Check Total:	142.88	
14589	08/24/2022	68 DeRuyter Big M				
			F 2110.450-10-8024	230409	53.99	75.00
			F 2110.450-10-8024	230358	1.99	1.9
			F 2110.450-10-8024	230358	8.88	8.8
14590	08/24/2022	855 EAI Education/Eric Armin Inc		Check Total:	64.86	
			A 2250.450-10	230058	106.55	106.5
14591	08/24/2022	3394 EdClub, Inc.		Check Total:	106.55	
			A 2630.460-30	230157	760.00	760.00
14592	08/24/2022	72 Excellus Health Plan-CNY		Check Total:	760.00	
		- =	A 9060.800-10	230259	51.26	51.26
			A 9060.800-10	230259	288.92	288.92
				Check Total:	340.18	200.92
9/08/2022 12:4	IS DIA					

Check Warrant Report For A - 11: August 23, 2022 Multifund Cks For Dates 8/1/2022 - 8/31/2022



heck#	Check Date	Vendor ID Vendor Name	Account	PO Number	Check Amount	Liquidated
114593	08/24/2022	3518 GeoScapes LLC				
111000	000210202		A 1621.440-10	230348	2,520.00	2,520.00
				Check Total:	2,520.00	
114594	08/24/2022	2732 Goodheart Willcox Company, INC				
			A 2110.480-30	230089	153.93	176.64
				Check Total:	153.93	
114595	08/24/2022	2227 Hillyard Inc.				
			A 1620.450-10	230190	54.26	54.26
			A 1620.450-10	230190	8,030.79	8,030.79
				Check Total:	8,085.05	
114596	08/24/2022	2767 Joseph Flihan Co.				
			A 1620.200-10	220655	16,534.73	16,534.73
				Check Total:	16,534.73	
114597	08/24/2022	3057 Kurtz Bros., Inc.				
			A 2110.450-20-0022	230062	9.73	9.73
				Check Total:	9.73	
114598	08/24/2022	3144 Maintenance Products and Equipment Co.				
			A 1620.440-10	230174	440.00	440.00
				Check Total:	440.00	
114599	08/24/2022	3569 Morrell Targets				
			A 2110.450-20-0032	230120	138.00	138.00
				Check Total:	138.00	
114600	08/24/2022	412 NASCO				
			A 2280.450-30	230069	411.98	411.98
				Check Total:	411.98	
114601	08/24/2022	1582 NYS Council-Superintendents				
			A 1240.470-10	230250	749.00	749.00
				Check Total:	749.00	
114602	08/24/2022	3504 S & W Services, Inc.				
			A 5510.440-10	230407	1,884.08	1,884.08
			A 5510.440-10	230407	349.59	349.59
				Check Total:	2,233.67	
114603	08/24/2022	405 Scholastic Inc				Page 4/1

Check Warrant Report For A - 11: August 23, 2022 Multifund Cks For Dates 8/1/2022 - 8/31/2022



Check #	Check Date V	endor ID Vendor Name				
			Account	PO Number	Check Amount	Liquidated
			A 2110.480-20	230096	81.53	82.26
			A 2110.480-20	230092	196.35	196.35
			A 2110.480-20	230094	78.54	78.54
114604	08/24/2022	413 School Outfitters		Check Total:	356.42	
			A 2110.200-10	230129	3,948.26	3,948.26
			A 2110.200-10	230129	1,221.74	1,221.74
			A 2110.200-10	230129	165.63	165.63
114605	08/24/2022	2459 School Specialty/EDU Essential		Check Total:	5,335.63	
			A 2250.450-10	230043	13.12	13.12
			A 2110.450-20-0022	230040	10.36	10.36
			A 2110.450-20-0029	230039	505.91	505.91
			A 2110.450-20-0022	230038	34.68	34.68
114606	08/24/2022	1412 Sherwin-Williams		Check Total:	564.07	
			A 1620.450-10	230192	239.84	239.84
44.400				Check Total:	239.84	
114607	08/24/2022	141 Skyline Electric Supplies				
			A 1620.450-10	230193	170.82	170.82
114608	08/24/2022	2427 Staples Contract & Commercial		Check Total:	170.82	
			A 2110.450-10	230133	139.99	139.99
			A 2110.480-20	230131	83.97	83.97
			A 2110.450-30-0036	230045	223.93	223.93
			A 2110.450-30-0036	230045	6.52	6.52
			A 2110.450-30-0036	230045	12.45	12.45
114609	08/24/2022	2479 State Industrial Products		Check Total:	466.86	
			A 1620.450-10	230194	172.65	172.65
			A 1620.450-10	230194	269.64	269.64
114610	08/24/2022	3194 Surveillance 247		Check Total:	442.29	200.01





Check #	Check Date	Vendor ID Vendor Name	Account	PO Number	Check Amount	Liquidated
			A 5510.440-10	230237	2,400.00	2,400.00
				Check Total:	2,400.00	
114611	08/24/2022	100 Synergy Global Solutions		Ollock Total.	2,100,100	
11-011	OULTREVE		A 2630.450-10	220650	365.55	365.55
				Check Total:	365.55	
114612	08/24/2022	2016 The Glass Smith Inc.				
			A 1620.440-10	230352	548.64	548.64
				Check Total:	548.64	
114613	08/24/2022	2991 Tolls By Mail				
			A 5510.450-10		31.81	
114614	08/24/2022	3188 Truxton Academy Charter School		Check Total:	31.81	
117017	99112011		A 2110.471-10	230166	8,708.67	8,708.67
				Check Total:	8,708.67	
114615	08/24/2022	1700 U.S. Toy Co/Constructive Play				
			F 2110.450-10-8024	230105	109.24	109.24
				Check Total:	109.24	
114616	08/24/2022	2725 Unifirst			04.00	24.00
			A 1621.450-10	230213	34.68	34.68
			A 1621.450-10	230213	46.68	46.68
			A 1621.450-10	230213	29.16	29.10
				Check Total:	110.52	
114617	08/24/2022	3500 VSP Vision Care				200.00
			A 9060.800-10	230275	293.99	293.99
				Check Total:	293.99	
114618	08/24/2022	2099 West Music				50.0
			A 2110.450-30-0031	230085	56.08	56.0
				Check Total:	56.08	
114619	08/24/2022	2395 White, Keith A.				A7F A
			A 1621.440-10	230203	375.00	375.0
				Check Total:	375.00	

6/14

Check Warrant Report For A - 11: August 23, 2022 Multifund Cks For Dates 8/1/2022 - 8/31/2022



Check # Check Date Vendor ID Vendor Name

Account PO Number Check Amount Liquidated

Number of Transactions: 42

Warrant Total: 60,208.40

Vendor Portion: 60,208.40

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 42 in number, in the total amount of \$60,208.40. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9/8/32 Meidi Foster

Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$60,208.40. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

9) 17/22 Bonnie young Court of Out tog
Date Auditor's Signature Title

Approval of Officer Giving Rise to Claims

I hereby certify that each claim numbered _______ to ________ inclusive, has been rendered in accordance with the respective contract, agreement, or accepted estimate and that the work has been completed and/or the materials delivered satisfactorily in each case.

9/9/22 4/4 Library Transver

Date Officer's Signature Title

Check Warrant Report For A - 12: August 30, 2022 Multifund cks For Dates 8/1/2022 - 8/31/2022



Check #	Check Date V	endor ID Vendor Name	Account	PO Number	Check Amount	Liquidated
114620	08/30/2022	2299 CSEA Employee Benefit Fund				
			A 9060.800-10	230260	2,924.36	2,924.36
				Check Total:	2,924.36	
114621	08/30/2022	2603 DCS Cafeteria Petty Cash				
			C 2860.411-10	230307	200.00	200.00
			C 2860.411-10	230307	100.00	100.00
				Check Total:	300.00	
114622	08/30/2022	157 JW Pepper & Sons				
			A 2110.450-10		55.00	
				Check Total:	55.00	
114623	08/30/2022	3128 MYCAERT, Inc				
			A 2110.480-30	230091	750.00	750.00
				Check Total:	750.00	
114624	08/30/2022	2512 Petty Cash, Becky Marshall				
			A 1310.440-10	230432	300.00	300.00
				Check Total:	300.00	
114625	08/30/2022	3181 Shelly's Bar & Restaurant				
			A 2110.450-10	230413	157.34	157.34
				Check Total:	157.34	
114626	08/30/2022	2991 Tolls By Mail				
			A 5510.450-10	230394	16.16	16.16
				Check Total:	16.16	
114627	08/30/2022	2598 Yale Hardward Flooring				
			A 1620.440-10	220125	2,800.00	2,800.00
				Check Total:	2,800.00	

MOISINA			ZZ0Z/L¢/8 - :	ant Report For A - 12: August 30, 2022 Multifund cks For Dates 8/1/2022	среск жаш
betsbiupid	Check Amount	PO Number	JunossA		
	7,302.86	Warrant Total:		mber of Transactions: 8	IDM
	7,302.86	Vendor Pordon:			
			- qui ca	Certification of Wa	
	sre roper	si smount of \$ 7,302.86. You wed and charge each to the pr	s, 8 in number, in the tot ount of each claim allov	To The District Treasurer: I hereby certify that I have verified above the an fund.	
			77	. 1. Je 66/8/6	
		1	vnee	Dele	

Post Inditor

Amma Summo A

15 PP

Approval of Officer Giving Rise to Claims

I hereby certify that each claim numbered to accepted estimate and that the work has been completed and/or the materials delivered satisfactority in each case.

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$ 7,302.86. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

Certification of Warrant

Jille Jille

Officer's Signature

etsQ



Check Warrant Report For A - 6: 8/02/2022 Multilfund Cks For Dates 8/1/2022 - 8/31/2022

				Vendor ID Vendor Mame	Check Date	Check#
pepepinbil	Check Amount	төфти ОЧ	JunoooA			
				240 Amazon Capital Services	08/02/2022	114552
37.15 <u>4,</u> 3	27.154,8	230301	01-034.011S A			
1,432.28	8S.SEA, 1	Z3030S	01-034.011S A			
00.0	-129.99	230301	01-034.011S.A			
43.95	43.95	Z3030Z	01-034.011S.A			
	66.747,7	Check Total:				
	66. 7.4 7,7	Warrant Total:		ļ .*	enobossnerT to 1ede	world.
	66.747,T	Vendor Portion:			MIADADONIDI IA 1900	IIDM

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, it in number, in the total amount of \$ 7.747.99. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

18/22 SE/8/9

Certification of Warrant

To The District Treasurer. I hereby certify that I have audited the above claims in the total amount of \$ 7,747.99. You are hereby authorized and charge each to the proper fund.

Cariban arrival

enutangia ahotibuA

etsa

Approval of Officer Giving Rise to Claims

I hereby certify that each claim numbered the work has been completed and/or the materials delivered satisfactorily in each case.

Treastra

Officer's Signature

ells()

Check Warrant Report For A - 8: 8/16/22 Multifund Cks For Dates 8/1/2022 - 8/31/2022



Check #	Check Date	Vendor ID Vendor Name				
44477			Account	PO Number	Check Amount	Liquidated
114553	08/16/2022	3483 Ashley McGraw				
			F 7140.200-10-8024	220638	1,250.00	1,250.00
114554	08/16/2022	3576 Chittenango Lumber Co., Inc		Check Total:	1,250.00	
		00, 110	A 1621.450-10	230400	2,784.80	3,112.48
				Check Total:	2,784.80	•
114555	08/16/2022	3465 Coal Yard				
			A 2110.450-10	230412	116.55	250.00
114556	08/16/2022	6 Cooperative Health Insurance		Check Total:	116.55	
			A 9060.800-10	230261	148,404.80	148,404.80
114557	08/16/2022	2299 CSEA Employee Benefit Fund		Check Total:	148,404.80	
		The second secon	A 9060.800-10	230260	2,924.36	2,924.36
114558	08/16/2022	3003 Dormitory Authority Reimbsmt		Check Total:	2,924.36	
			A 2110.471-10		771.60	
			A 2110.471-10		675.15	
114559	08/16/2022	2753 Empire Winds, Inc		Check Total:	1,446.75	
			A 2110.400-30-0031	220329	204.00	221.00
114560	08/16/2022	3002 George Junior Republic UFSD		Check Total:	204.00	
			A 2110.471-10		8,445.60	
			A 2110.471-10		3,760.00	
			A 2250.440-10		2,085.36	
			A 2110.471-10		7,389.90	
114561	08/16/2022	284 Graphtex		Check Total:	21,680.86	
			A 2110.450-10	230391	786.00	786.00
114562	08/16/2022	2149 Iron Mountain		Check Total:	788.00	
			A 1620.440-10	230272	129.35	129.35
09/08/2022 12:4	8 PM					Page 11/1

Check Warrant Report For A - 8: 8/16/22 Multifund Cks For Dates 8/1/2022 - 8/31/2022



Check #	Check Date Vendor ID Vendor Name		Account	PO Number	Check Amount	Liquidated
			Account	Check Total:	129.35	
114563	08/16/2022	2281 Lifetime Benefit Solutions Inc		Olistic Total.	123100	
111000			A 9060.800-10	230251	99.00	99.00
				Check Total:	99.00	
114564	08/16/2022	115 Metropolitan Life Insur.				
			A 9045.800-10	230263	162.18	162.18
			A 9045.800-10	230263	162.18	162.18
				Check Total:	324.36	
114565	08/16/2022	63 New York Bus Sales & Services				
			H 5510.210-10-2022	230416	51,036.40	51,036.40
				Check Total:	51,036.40	
114566	08/16/2022	65 NYS Municipal Energy Con.				
			A 1620.400-10-0109	230265	6,875.68	6,875.68
			A 1620.400-10-0110	230265	11,655.00	11,655.00
			A 5530.400-10-0109	230265	129.73	129.73
			A 5530.400-10-0110	230265	215.83	215.83
				Check Total:	18,876.24	
114567	08/16/2022	199 NYS Unemployement Insurance				
			A 9050.800-10	230262	17.46	17.46
				Check Total:	17.46	
114568	08/16/2022	3577 Sarah Rouse				
			A 5510.440-10		95.00	
				Check Total:	95.00	
114569	08/16/2022	62 Scholastic Sports				
			A 2855.200-30	220622	4,906.00	4,906.00
				Check Total:	4,906.00	
114570	08/16/2022	930 Town of DeRuyter				
			A 1310.440-10	220217	4,375.00	4,375.00
			A 1310.440-10	220217	1,625.00	1,625.00
				Check Total:	6,000.00	
114571	08/16/2022	2122 Trespasz & Marquardt, LLP				
			A 1670.440-10	230256	3,732.00	3,732.00
				Check Total:	3,732.00	

12/14



Check Warrant Report For A - 8: 8/16/22 Multifund Cks For Dates 8/1/2022 - 8/31/2022

PO Number Check Total: 230406	piJ	S30406	101-034.0781 A 01-034.0781 A 01-034.0781 A	Tedesmisog SU 631	08/16/2022 08/16/2022	S73411 E73411
Check Total:		Check Total:				£72411
Check Total:		Check Total:		ratesmiso9 SU 631	ZZ0Z/91/80	
			01-034.0731 A	153 US Postmaster	08/16/2022	
Check Total:			01-034.0781 A			
Check Total:						
среск това:						
		среск Тофі:		850 Young, Bonita L.	2202/91/80	114274
230293		230293	01-0440-10			
Check Total:		Check Total:				



Check Warrant Report For A - 8: 8/16/22 Multifund Cks For Dates 8/1/2022 - 8/31/2022

Warnant Total: 285,295.29 (Sept. 1) Warnant Total: 285,295.29	
77 :RUGURRSURLI 30 JOUINN	
85.295,285 :rioinof 1obneV	

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 22 in number, in the total amount of \$ 265,295.29. You are hereby authorized and charge each to the proper fund.

14/8/9 EE/8/6

Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$ 265,295.29. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

AND WALLS STATE OF THE STATE OF

Date

Approval of Officer Glying Rise to Claims

I hereby certify that each claim numbered that the work has been completed and/or the materials delivered satisfactorily in each case.

- The such

Officer's Signature

22/1/5

Check Warrant Report For TA - 3: PR 8/5/22 TA Disbursments For Dates 8/1/2022 - 8/31/2022



Check #	Check Date Vendor ID Vendor Name					
			Account	PO Number	Check Amount	Liquidated
114576	08/05/2022	11 CSEA, Inc.				
			TA 31		160.98	
			TA 39		66.30	
				Check Total:	227.28	
600738	08/05/2022	27 EFPTS				
			TA 26		4,720.58	
			TA 26		4,720.56	
			TA 22		7,865.05	
			TA 26		1,104.01	
			TA 26		1,104.01	
600739	08/05/2022	28 NYS Income Taxes		Check Total:	19,514.19	
			TA 21		3,438.07	
000740				Check Total:	3,438.07	
600740	08/05/2022	1548 Omni Group				
			TA 29		1,200.00	
			TA 29		100.00	
			TA 29		50.00	
600741	08/05/2022	3410 NBT Bank		Check Total:	1,350.00	
			TA 10		56,363.88	
				Check Total:	56,363.88	

Check Warrant Report For TA - 3: PR 8/5/22 TA Disbursments For Dates 8/1/2022 - 8/31/2022



Check #	Check Date Vendor ID Vendor I	Name	Account	PO Number	Check Amount	Liquidated
Numi	ber of Transactions: 5			Warrant Total:	80,893.42	
				Vendor Portion:	80,893.42	
		Certification of War	rant			
	To The District Treasurer: I he hereby authorized and directs fund.	reby certify that I have verified the above claims d to pay to the claimants certified above the am	a, 5 in number, in the to ount of each claim allo	tal amount of \$ 80,893.42. You want and charge each to the page of	ou are proper	
	_	9/8/22 Seeds	Frotes			
		Date				
		Certification of War				
	To The District Treasurer: I he authorized and directed to pay	reby certify that I have audited the above claims y to the claimants certified above the amount of	s in the total amount of each claim allowed and	\$ 80,893.42. You are hereby I charge each to the proper f	und.	
	9/9/27	Boneri young	Con	10 Auditory		
	Date	Auditor's Signature		Title		
		Approval of Officer Giving R	ise to Claims			
	I hereby certify that each clair contract, agreement, or accep case.	n numbered to, inclusive, oted estimate and that the work has been completed.	has been rendered in a eted and/or the materia	accordance with the respectivels delivered satisfactorily in e	re pach	
	9/9/22	Kity 2 yely		Trusver		
	Date	Officer's Signature		Title		

Check Warrant Report For TA - 4: PR 8/19/22 TA Cash Disbursements For Dates 8/1/2022 - 8/31/2022



				_	
08/10/2022	44 CCEA I	Account	PO Number	Check Amount	Liquidated
00/19/2022	TI CSEA, Inc.				
				160.98	
		TA 39		66.30	
08/19/2022	27 EFPTS		Check Total:	227.28	
		TA 26		5,620.77	
	U.S. 1907 N. 10 10 10 10 10 10 10 10 10 10 10 10 10	TA 26			
		TA 22	-		
		TA 26			
		TA 26		1,314.52	
08/19/2022	28 NYS Income Taxes		Check Total:	21,895.09	
		TA 21		3,930.53	
08/19/2022	628 NYS Local Empl. Retirement Sys		Check Total:	3,930.53	
		TA 18		775.11	
		TA 1801		1,228.00	
08/19/2022	1548 Omni Group		Check Total:	2,003.11	
		TA 29		1,200.00	
		TA 29			
		TA 29			
08/19/2022	3410 NBT Bank		Check Total:	1,350.00	
		TA 10		68,797.14	
			Check Total:	68,797.14	
	08/19/2022 08/19/2022 08/19/2022	08/19/2022 28 NYS Income Taxes 08/19/2022 628 NYS Local Empl. Retirement Sys 08/19/2022 1548 Omni Group	TA 31 TA 39 08/19/2022 27 EFPTS TA 28 TA 26 TA 22 TA 26 TA 26 TA 26 TA 28 08/19/2022 28 NYS Income Taxes TA 21 08/19/2022 628 NYS Local Empl. Retirement Sys TA 18 TA 1801 08/19/2022 1548 Omni Group TA 29 TA 29 TA 29 TA 29 08/19/2022 3410 NBT Bank	TA 31 TA 39 Check Total: 08/19/2022 27 EFPTS TA 28 Check Total: Check Total: 08/19/2022 1548 Omni Group TA 29 TA 2	TA 31





neck#	Check Date Vendor ID Vendor Name	Acc	ount	PO Number	Check Amount	Liquidated
Manage	per of Transactions: 6			Warrant Total:	98,203.15	
Mulle	per of Italisacuons. •			Vendor Portion:	98,203.15	
		Certification of Warrant				
	To The District Tressurer I hereby ce	tify that I have verified the above claims, 6 in number	er. in the total amo	unt of \$ 98.203.15. Yo	ou are	
	hereby authorized and directed to pay	to the claimants certified above the amount of each	h claim allowed and	d charge each to the p	proper	
	fund.					
	al	dea Mind				
	7/8,	3d Mudi Forth				
		Date				
		Certification of Warrant				
	To The District Treasurer. I hereby ce authorized and directed to pay to the	rtify that I have audited the above claims in the tota claimants certified above the amount of each claim	l amount of \$ 98,20 allowed and charg	3.15. You are hereby a each to the proper f	und.	
			· ·	n. 17		
	9 9 23	Some Coming	Chroms	lydites	4	
	Pele	Auditor's Signature	0.000	Title	•	
	Date	580		TIDO		
		Approval of Officer Giving Rise to Clair ered		non with the monactic		
	I hereby certify that each claim numb contract, agreement, or accepted est	ered to inclusive, has been r mate and that the work has been completed and/o	r the materials deliv	ered satisfactorily in e	each each	
	case.					
		2 1				
	0/0/22	1/4 1 / h (-	Tree	fur-		
	919166	the deline of	6,20			

Check Warrant Report For V - 1: August 2022 V Fund Cks For Dates 8/1/2022 - 8/31/2022



Check#	Check Date	Vendor ID Vendor Name				
			Account	PO Number	Check Amount	Liquidated
400059	08/16/2022	2950 Key Government Finance Inc				
			V 9789.700-00-0000	230243	8,319.88	8,319.88
				Check Total:	8,319.88	
Nun	nber of Transactions	s: 1		Warrant Total:	8,319.88	
				Vendor Portion:	8,319.88	

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 1 in number, in the total amount of \$8,319.88. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

Certification of Warrant

To The District Treasurer: I hereby certify that I have audited the above claims in the total amount of \$8,319.88. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

Approval of Officer Giving Rise to Claims

I hereby certify that each claim numbered to_ inclusive, has been rendered in accordance with the respective contract, agreement, or accepted estimate and that the work has been completed and/or the materials delivered satisfactorily in each case.

Officer's Signature