



**BOARD OF EDUCATION MEETING
TUESDAY, APRIL 22, 2014
JR./SR. HIGH SCHOOL LIBRARY – 6:30 P.M.**

1. Meeting Call to Order

- 1.1 Pledge to the Flag
- 1.2 Acceptance of Agenda
- 1.3 Reports
 - a. Student Presentation – Alyssa Sinker w/teacher Tim Ferguson
 - b. Teacher/Leader Report – BOCES CORE, Greg Auffrey, PBIS Coordinator

2. Communications

- 2.1 From the Floor
- 2.2 President's Messages
 - a. Committee Report(s)
 - b. Board Calendar – N/A
 - c. BOCES Representative Report

3. Consent Agenda

- 3.1 Board of Education Minutes for meeting held April 1, 2014
- 3.2 Business Office Reports - N/A
- 3.3 CSE Reports
 - a. Minutes of meeting held 3/24/14
 - b. Minutes of meetings held 3/26/14
 - c. Minutes of meetings held 3/27/14
 - d. Minutes of meetings held 3/28/14
 - e. Minutes of meetings held 3/31/14
 - f. Minutes of meeting held 4/1/14
 - g. Minutes of meeting held 4/2/14
 - h. Minutes of meetings held 4/4/14
 - i. Minutes of meetings held 4/7/14
 - j. Minutes of meeting held 4/8/14
 - k. Minutes of meetings held 4/10/14
 - l. Minutes of meetings held 4/11/14

4. Old Business

- 4.1 2nd reading of Policy #2200, Qualifications of Voters, #2201, Annual District Meeting and Election; #2202, Absentee Ballots for Schools Using Poll List; #2203, Responsibility of Board Relative to Complaints and Charges Against District Employees; #2300, Regular Meeting, Regulation #2300.1, Agenda, Policy #2301, Special Board Meetings, #2302, Parliamentary Procedures; #2303 Executive Session, #2304 Public

Participation at Board Meetings; 2305, Committees of the Board; #2400 Board of Education Expenses and Conference Attendance; #2401 Organization Policy Development; and #7102, Immunization and Dental Health – Action

5. New Business

- 5.1 Personnel Report – Action
- 5.2 Parochial Transportation Requests – Action
- 5.3 Medical Staffing Contract - Action
- 5.4 BOCES Administrative Budget - \$2,298,190.75
- 5.5 Elect Four Members to the BOCES Board – Mrs. Shirley Burtch, Oriskany Central School District; Mr. Steve Boucher, Remsen Central School; Mr. John A. Griffin, Sauquoit Central School District; and Mr. John J. Salerno, Whitesboro Central School
- 5.6 Standard Agreement between New York Mills U.F.S.D. and Hunt engineers, Architects & Land Surveyors, P.C.
- 5.7 1st Reading of Policy #3010, Administrative Intern Program; #3020, Job Description Superintendent of Schools
- 5.8 Standard Work Day Reporting Resolution

6. Building Reports

- 6.1 Elementary Building Report
 - a. Autism Awareness Month
 - b. Elementary Class Sizes
- 6.2 Secondary Building Report
 - a. National Honor Society
 - b. New Jr. – Sr. Extra Activities

7. Superintendent's Report

- 1. Time Capsule Assemblies
- 2. Capital Project Update
- 3. Grade 3-8 Math Testing
- 4. Administrative Professional Appreciation

8. Board Discussion

9. Visitors Comments

10. Executive Session to discuss a particular person

11. Adjournment



WORK CAMP DOLL
ALYSSA SINKER

Balya Oliner was a six year old girl who lived in Cracow, Poland. She came from a wealthy family, and her parents owned a shop where they sold clothing and where her mother fixed and made clothes. Balya also had a twelve year old brother named Eli whom she was very close with. In 1940, the Oliner family was forced to leave their home and were sent to a concentration camp in Poland because they were Jewish. The Oliners were sent to camp Stutthof (a camp that ran from 9/39-5/45). The camp was a forced-labor camp where both men and women had to do work all of the time. Children under ten did not have duties, and Balya was six so she did not have to work. Soon as the family made it to the camp, they were separated. Balya and her mother were sent to the women and children houses, and Eli and Balya's father were sent to the houses for men. Balya did not have much to do, so her mother decided to make her a doll to keep her occupied. When her mother was not working, she would secretly look for materials to make the doll, and she found some pink gingham and tan fabric. Her mother would work on the doll late at night so the guards did not find out what she was doing.

Balya's days seemed to go by faster while playing with her doll. It was her best friend. Balya and her mother made it out of Camp Stutthof alive. Eli and her father were less fortunate and did not make it out. Through gossip, her mother found out what had happened to Eli: he died of starvation. They never found out what had happened to her father, but could only think the worse. Balya and her mother may have made it out alive, but they were never the same. Balya was forced to leave her doll behind at the camp, and many years later it was discovered.

ABOUT THE ARTIST:

Alyssa Sinker is a senior at New York Mills High School. She plans to attend Mohawk Valley Community College in Fall 2014.

Thank you to Karen Sheckells and Brian Heffron from the Herkimer Home State Historical Site and Tim Ferguson, social studies teacher at New York Mills Jr./Sr. High School.

WELLIN

**Ruth and Elmer Wellin Museum of Art
Hamilton College**

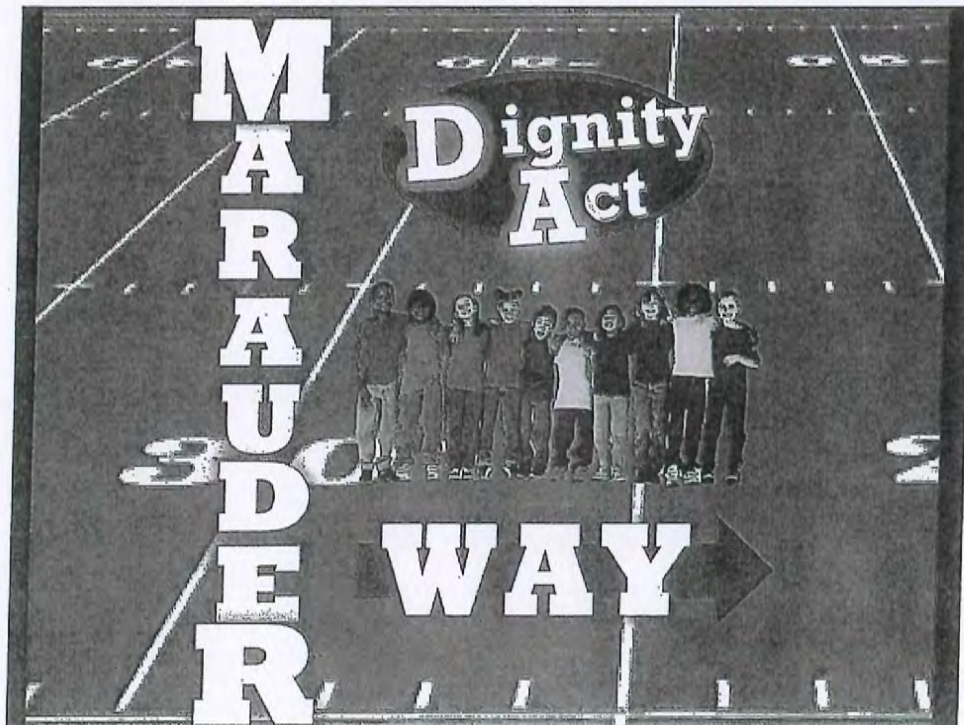
198 College Hill Road | Clinton, NY 13323
(315) 859-4396

Board Presentation Dignity Act Services



New York Mills Union Free School

Greg Auffrey, Positive Behavior Intervention Support
Community of Resources and Expertise



**Dignity for All Students Act (DASA)
Orientation,
for Staff on Opening Day**

**Dignity for All Students Act (DASA)
Orientation
Transportation**

DASA Compliance, Website

DASA Compliance, Code of Conduct

Consult, DASA situations during School Year

New York Mills Union Free School District sponsoring:

INTERNET SAFETY AND CYBERBULLYING:

Thursday, Feb. 13

7:00pm-7:45pm

New York Mills School Auditorium

February 13

**A PROACTIVE PARTNERSHIP
BETWEEN SCHOOL AND PARENTS**

facebook

WHO'S NEXT?

badgirl2:
I HATE U!!!!
>:(...

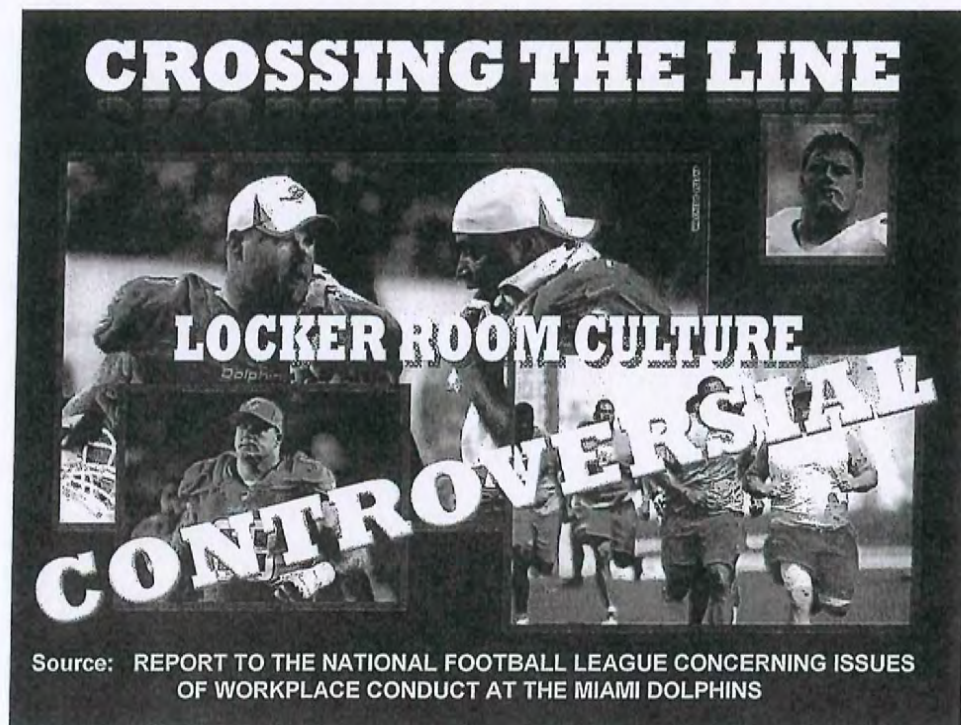


**Internet Safety: Proactive School
and Parent Partnership**

**Internet Safety: Grades 7th-12th
Computer Technology Classes**

**Bully Proof Your School:
DASA for Coaches,
Hazing, and Over The Line Bully Behaviors**

**DASA Faculty Training
2nd Layer, 24/48 Reporting**



School Climate Specialist

School Climate Survey, Consultant

School Climate Survey, Assessment

School Climate Survey, Action Plan

**Bully Proof Your School
Cyberbullying Assembly
3rd-6th Grade**

**Bully Proof Your School
Cyberbullying Assembly
K-2nd Grade**

**Conflict Resolution Skills
6th Grade Student group**

**PBIS- Intervention, HS student victim(s)
PBIS- Intervention, Elem. student victim(s)**

**PBIS Intervention, HS student
cyberbully initiator**

**Bully Proof Your School
Student Assemblies,
Grades 7-9th
Grades 10-12th**



**Positive Behavior Intervention Support
Mentor a Monitor, 6th Grade**

**Positive Behavior Intervention Support
Assist Monitoring morning indoor arrivals**

**Bully Proof Your School
DASA intervention, 7th Grade boys Gym
Class, Follow up**

**Positive Behavior Intervention Support
P.E. Assembly 6th**

Strategies and Skills for Active Supervision



**New York Mills
Staff, Monitors, Aids**

**Community Sponsorship for
Bully Prevention Programs**

**Elementary School Staff Training
"Strategies and Skills for Supervision"**

Health and Safety Committee

PBIS Committee. Elementary

Senior HS Semi-Formal Chaperone

SYMEON'S
Initial **Community Partners** *Partner Safety*

New York Mills

MOTOR HARLEY-DAVIDSON COMPANY

Walmart *
% NYM PTSO

fitness the mill

PIZZA BOYS

LAPANOWICZ BROS. MEAT MARKET

List of 2014 Poll Inspectors

Victoria Argen
Jane Blaszezal
Marilyn Jordan
Amanda Peters
Nellie Polcizynski

Jacqueline Edwards
President

Dr. Gary Porcelli
Vice President



Gary 3.1
Rick Surprenant
Traci Welch

**BOARD OF EDUCATION MEETING
TUESDAY, APRIL 1, 2014
JR./SR. HIGH SCHOOL LIBRARY – 6:30 P.M.**

PRESENT: Ms. Jacqueline Edwards, President, Mr. Gary Markowicz, Sr., Mrs. Gail Rice, Mr. Richard Ross, Mr. Rick Surprenant, and Mrs. Traci Welch

ABSENT: Dr. Gary Porcelli

ALSO PRESENT: Ms. Kathy Houghton, Mr. Michael Spost, Dr. Rene Wilson, Mrs. Lisa Stamboly, Mr. Bill Lachut, Ms. Debbie Price, Mrs. Paula Ann May and 16 visitors and guests

1. Meeting Call to Order

Ms. Edwards called the meeting to order at 6:30 p.m.

1.1 Pledge to the Flag

Mrs. Welch led the Pledge of Allegiance.

1.2 Acceptance of Agenda

Mrs. Welch made the motion to accept the Agenda seconded by Mr. Surprenant.

Yes 6 No 0
Motion carried.

1.3 Presentation – Debbie Price, Bus Dispatcher and Steve Abel, Mechanic Bus Lease vs. Purchase Feasibility Study

Mrs. Debbie Price, Dispatcher, and Mr. Steve Able, Mechanic, spoke to the Board about how they are conducting a feasibility study for bus leasing vs. purchasing. Some of things they are looking at are maintenance, cost of parts and trade-in costs if buses are purchased because mileage is so low. Currently we have an open end lease which means we could purchase a bus when the lease is over. The resale value will be more enticing because our vehicles are all well-kept. A fulltime employee will be needed to maintain the buses. They are looking at more than just a numbers. Many issues come into play. It will take at least another month to get an accurate depiction of what they are looking at.

Ms. Houghton told the Bard that she would place this item on the agenda for a future meeting.

2. Communications

2.1 From the Floor

Mrs. Gale encouraged the Board to settle a fair contract for the teachers.

2.2 President's Messages

Ms. Edwards reminded everyone that tomorrow is the BOCES Annual Meeting at 5:30 p.m. and The Regional Program for Excellence Ceremony is April 29th.

a. Committee Report(s)

1. Facilities Health & Safety Committee – D. Ross

No Report

2. Policy Committee – T. Welch

Mrs. Welch said the committee is looking for a meeting date.

3. Survey Committee – Dr. Porcelli

No Report

b. Board Calendar

- c. BOCES Representative Report – No Report

3. Consent Agenda

Mrs. Rice made the motion to approve the following items under the Consent Agenda seconded by Mr. Surprenant:

3.1 Board of Education Minutes for meeting held March 18, 2014

3.2 Business Office Reports for Month ending February 2014

3.3 CSE Reports

- a. Minutes of meetings held 3/11/14
- b. Minutes of meetings held 3/12/14
- c. Minutes of meetings held 3/13/14
- d. Minutes of meeting held 3/14/14
- e. Minutes of meetings held 3/17/14
- f. Minutes of meetings held 3/18/14
- g. Minutes of meetings held 3/19/14
- h. Minutes of meetings held 3/20/14
- i. Minutes of meetings held 3/24/14
- j. Minutes of meetings held 3/25/14

Yes 6 No 0
Motion carried.

4. Old Business

- 4.1 2nd reading of Policy #2001, Number of Board Members and Term of Officer; #2002, Qualifications of a Board of Education Member; #2003, Responsibilities of Board

Members; #2004, Nomination and Election of Board of Education Members, #2005, Resignation, Dismissal and Filling Vacancies; #2006 Board of Education Ground Rules, #2100 Powers and Duties of the Board; #2101 Annual Organizational Meeting; #2102 Duties of the District Clerk; #2103, Duties of the Treasurer; #2104, Duties of the District Tax Collector, #2105, Duties of the School Activities Treasurer(s); and #2106, Officers – Action

Mrs. Welch made the motion to approve the 2nd reading of the above mention policies seconded by Mr. Markowicz. Mrs. Welch did say that Dr. Porcelli's recommendations were looked at.

Yes 6 No 0
Motion carried.

4.2 2014-15 Budget Worksheets & PowerPoint – Action

Ms. Houghton and Ms. Stamboly presented the following PowerPoint for the 2014-15 Budget:

**NEW YORK MILLS
SCHOOL DISTRICT**

2014-15
PUBLIC BUDGET WORKSHOP #3
TUESDAY, APRIL 1, 2014

BUDGET TIMELINE

- Tuesday, April 1 Board of Education Approval of Budget
- Saturday, April 5 Legal Notice Budget Hearing & Board Member Election
- Tuesday, April 22 Deadline for Board of Education Candidate petitions
- Tuesday, April 22 Regular Board Meeting to elect BOCES Board Members and Approve or Disapproval of the Tentative Administration Budget
- Tuesday, May 6 Public Budget Hearing
- Wednesday, May 7 Budget Notices mailed
- Tuesday, May 20 Annual Budget Vote & Board Member Election

**PROPOSITION #1
Budget**

To vote upon the adoption of the Budget of the School District for the fiscal year ending June 30, 2015, which will include one (1) five (5) year lease of up to \$16,750 yearly for one (1) seventy passenger bus, for which the required funds shall be appropriated and the necessary real property taxes shall be raised by a tax on taxable property in the District, which will appear as Proposition No. 1 - Budget on the voting machines.

1.96% Increase

**PROPOSITION #2
Capital
Reserve**

Resolved that the Board of Education of the New York Mills Union Free School District is hereby authorized to establish a Capital Reserve Fund pursuant to Section 3651 of the Education Law (to be known as the "2014 Bulking Capital Reserve Fund"), with the purpose of such fund being to finance construction, reconstruction, improvement and equipping of school buildings and facilities; such capital costs being of a type that would be eligible for financing under the local finance law, and costs incidental thereto, the ultimate amount of such fund to be \$1,000,000, plus earnings thereon, the probable term of such fund to be 10 years, but such fund shall continue in existence until liquidated in accordance with the Education Law or until the funds are exhausted, and the sources from which the funds shall be obtained for such Reserve are (i) an initial deposit of \$450,000 to be transferred from the existing Repair Reserve Fund, and (ii) amounts from budgetary appropriations from time to time, and (iii) unappropriated fund balance made available by the Board of Education from time to time, and (iv) New York State Aid received and made available by the Board of Education from time to time, all as permitted by law.

INCLUDED IN BUDGET	
Cost Savings	Cost Increases
\$167,495	\$252,220
<ul style="list-style-type: none"> • Teacher Retirement • Reduction in Health FTE • Social Studies Reconfiguration • Transportation Reconfiguration • Initial Response Team • BOCES School Physician • Clerical Staffing 	<ul style="list-style-type: none"> • BOCES Regents Reform Agenda Technology Integration Services and Platform Common Core • Teaching Assistants • Health Insurance • Payroll/Contractual Obligations

HISTORICAL INFORMATION FISCAL YEAR 2013-14	
2013-14 Budget	2013-14 Tax Rates
<ul style="list-style-type: none"> • 1% to 2013-14 Budget = \$128,984.55 • 1% to 2013-14 Levy = \$71,750 	<ul style="list-style-type: none"> • New Hartford = \$25.75/\$1,000 • Whitestown = \$31.55/\$1,000 • 2013-14 Tax on True = \$22.40/\$1,000

2014-15 BUDGET TAX LEVY LIMIT LIMIT	
2013-14 Budget	\$12,898,455
Proposed 2014-15 Budget	\$13,150,675
Budget to Budget Increase	1.96%
Projected Levy Increase	2.98%
Allowable Tax Levy Limit	3.0516%

<table border="1"> <tr> <td style="text-align: center;">DISCUSSION/DECISIONS</td> </tr> <tr> <td style="text-align: center;">DECISION-MAKING</td> </tr> </table>	DISCUSSION/DECISIONS	DECISION-MAKING	
DISCUSSION/DECISIONS			
DECISION-MAKING			

After the PowerPoint, discussion continued on the proposed budget.

Mrs. Rice made the motion to approve the proposed \$13,150,675 seconded by Mr. Surprenant.

Yes 5 No 1
 Mr. Ross voting nay because he
 believes there should be a separate
 referendum for the
 School Resource Officer.
 Motion carried.

5. New Business

- 5.1 Resolution to Create a .33 Instructional Position –Withdrawn
- 5.2 Personnel Report – Action

Mrs. Rice made the motion to approve the Personnel Report seconded by Mrs. Welch.

EMPLOYEE	CERTIFICATION AREA	CERT	SALARY*	EFFECTIVE DATE
I. Non-Instructional Substitutes				
Mills, James H.	Certified Registered Nurse	Y	\$13.00/hour	4/2/2014
Picenti, Barbara M.	Cleaner		\$8.00/hour	4/2/2014
II. Leave of Absence				
Putnam, Maryanne				3/1/14-6/30/14
III. Coaching Appointment				
Carpenter, Megan	Volunteer Track & Field Coach	C	~0~	4/2/2014
IV Advisor				
Hubley, Kristin	6th Grade Advisor) Changed from .5 to 1.0)		\$906.00	2013-14 School Year

Yes 6 No 0
Motion carried.

5.3 2014-15 School District Calendar – Action

Mr. Ross made the motion to approve the 2014-2015 School District Calendar seconded by Mr. Surprenant.

Yes 6 No 0
Motion carried.

5.4 2014 District Survey Approval – Action

Mr. Ross made the motion to approve the 2014 District Survey seconded by Mrs. Welch.

Yes 6 No 0
Motion carried.

- 5.5 1st reading of Policy #2200, Qualifications of Voters, #2201, Annual District Meeting and Election; #2202, Absentee Ballots for Schools Using Poll List; #2203, Responsibility of Board Relative to Complaints and Charges Against District Employees; #2300, Regular Meeting, Regulation #2300.1, Agenda, Policy #2301, Special Board Meetings, #2302, Parliamentary Procedures; #2303 Executive Session, #2304 Public Participation at Board Meetings; #2305, Committees of the Board; #2400 Board of Education Expenses and Conference Attendance; #2401 Organization Policy Development; and #7102, Immunization and Dental Health – Action

6. Building Reports

- 6.1 Elementary Building Report
a. Kindergarten Tree Planting Ceremony

Dr. Wilson said that on Friday April 25th at 2:30 our Kindergarteners graduating in 2026 will be planting a tree on campus. This is made possible because of the generosity of the Herthum family through the Donna and George E. Herthum Family Fund of the Community Foundation of Herkimer and Oneida Counties. Mrs. Kohn and Ms. Davis worked with their students on a presentation, their parents are invited and you are all also invited. April 25th is also Arbor Day which allows us to create curriculum opportunities for students about the importance of trees in the environment and environment consciousness. This annual event is really nice because students and their families can watch the tree grow as the children grow; it's a living time capsule of sorts. This is also the day we are sealing the new time capsule celebrating the 100th year of our school. Mrs. Porcelli pointed out that the Utica Zoo is also 100 years old, and is invested in protecting the environment and promoting Earth Day and Arbor Day events; therefore they will be joining us on the 25th. They will be teaching our students about some of their animals and will be bring some animals for the students to see, and the kindergarten class will be presenting the zoo with a tree and a plaque that reads Congratulations on 100 years, Love the 2014 New York Mills Kindergarten Class.

b. K-3 Music in Our Schools Month Concert

Dr. Wilson said Mr. Pierce did another great job with our primary students. Students came out in their finest outfits, and sang or played their hearts out on stage. They were so excited to see their family members in the audience, and to perform for their family members and friends. This is a unifying event: Regardless of ability, popularity, socioeconomic status etc.; children stood together, performed together, and received equal applause and appreciation from the audience. It seemed that all children left happy and she was delighted with their performance, their behavior, and their contagious spirits. She wanted to thank Mr. Surprenant and Ms. Houghton for their help with supervision that night as well as Ms. Joswick, Mrs. Maciol, Mrs. Schmelcher, and Mrs. Bernice Edwards.

6.2 Secondary Building Report

a. Assembly to Honor NYS Boys' Varsity Basketball Class D Champions

Mr. Spost said that we will be having a school wide assembly to Honor the NYS Boys' Varsity Class D Champions on Friday, April 11th, just prior to Spring Recess. Grades K-6 will attend from 1:30 -1:50 p.m. and Grades 7-12 will attend from 1:50-2:10 p.m. We will recognize the team, get comments from the coach, and show a slideshow with music that recaps the playoffs through the championship. Special thanks to Rick Surprenant for making the DVD slideshow.

b. Updated 2014-15 Jr.-Sr. HS Course Enrollment

Mr. Spost provided in the most current projections for Enrollment in HS Courses for 2014-2015.

Mr. Spost invited the Board of Education to attend the Junior National Honor Society Induction on Thursday, April 3rd, at 7 p.m. in the auditorium. The ceremony will recognize the students that have been successful in completing their candidacy. Parents, families, and friends were all invited to attend.

Mr. Spost said that Utica College hosted the Regional Science Fair. We had two students enter and both did an excellent. On the same weekend as the boys' basketball tournament, Mrs. Gates took three students to the Healthcare Olympiad. Two other teams had to drop out due to the sports conflict. Although they did not take home a trophy, they did learn a lot from the experience and are already planning how they can improve for next year.

7. Superintendent's Report

7.1 Jr.-Sr. High Spring Musical

Ms. Houghton said that "Bye, Bye Birdie" was one of the best High School shows she has seen at New York Mills. Everyone was a star; it was a wonderful ensemble cast. Kudos to the cast, crew, and directors; both Director Mrs. Lovecchio and Musical Director Mr. Shrey.

7.2 Winter Athletic Recognition Ceremony

The winter athletic recognition ceremony was another wonderful experience. The feeling of family and togetherness was prevalent throughout the presentations from each and every coach. All student participants in winter sports were called to the stage to receive individual recognition.

7.3 Centennial Events - March 20th Activities/April 25th Time Capsule Assemblies

Ms. Houghton thanked the School District Foundation's Centennial Committee for their successful March 20th Alumni Basketball Games and 100-year Gala Celebration at Twin Ponds. She also invited the Board and entire school community to attend the culminating 2014 Time Capsule assemblies on Friday, April 25th. At 9:30 a.m., K-6 students will present their items for the time capsule. At 1:30 p.m., grades 7-12 will present their items.

7.4 Upcoming New York State Grades 3-8 Assessments

Ms. Houghton said administration of the New York State grades 3-8 English Language Arts assessments began this morning and will continue through Thursday, with make-up dates starting on Friday. Currently, we have approximately 40 students out of 279 grades 3-8 students whose parents have sent written state test refusals to our principals. Unfortunately, these refusals officially drop us below the required 95% participation rate requirement. Although Ms. Houghton is respectful of a parent's right to make informed choices on behalf of their students, she is concerned that our lower participation rate may result in a subsequent loss of federal funding and/or future designation as a focus school. As details of consequences to school districts for low participation rates are confirmed, she will brief the Board and staff.

7.5 Professional Education Committee's Efforts to Complete 2014-15 Annual Professional Performance Review Plan

Ms. Houghton told the Board that our Professional Education Committee continues to meet in order to make substantive changes to our teacher rubric and assessments used to measure students' growth and achievement as part of the teacher and principal Annual Professional Performance Review Plan.

7.6 State Budget/Aid Update

Ms. Houghton informed the Board that we received our new state aid projections on March 28th and at this time; it appears that we will receive approximately \$79,000 additional dollars. However, due to the fact that we will no longer be reconfiguring the Social Studies department, we will not be realizing the \$25,000 savings built into the budget. This leaves about \$54,000; some of which includes overstated expense-driven aids (BOCES and transportation). Mrs. Stamboly added that we also annually appropriate \$1.75 million towards the taxes. This year, we planned to use an extra \$400,000 in order to stay within our tax levy limit. That \$54,000 will allow us to appropriate just a little less.

8. Board Discussion

Mrs. Rice said that last weekend's Centennial events were great. She was able to get to a few of the alumni games. There were some excellent pictures taken by Mr. King's daughter at both activities.

9. Visitors Comments

Mrs. Hamarowicz spoke about the increased printing costs and said that we don't purchase workbooks anymore. All Common Core modules and workbooks are being printed at BOCES. She also understands that the Board needs to be financially responsible and adding a teacher would increase the budget. It is increasing the budget because last year the Board did not replace a teacher. It doesn't seem fair.

Mr. King explained that 10 years is a decade, 25 years is a quarter of a century, and so on, He would like to deem next year in keeping with a theme "The Dalmatian Year" after the Disney movie "101 Dalmatians" and asked everyone to continue to participate in alumni and Foundation events.

Kristin Despina, 5th grader, said her class is too large. It is hard to concentrate. Also some people need longer to learn things than others. In addition many get distracted and are fooling around. She believes there needs to be 3 teachers, not 2.

Mrs. Despina said that both of her children were in the two "bubble classes". The class is overwhelming large. When the three sections merged into two sections she didn't feel it was fair to penalize or punish her child because the teacher had to stop frequently for other students. She found it frustrating because she felt her child was losing out. She asked the Board to keep in mind that every child deserves the same opportunity.

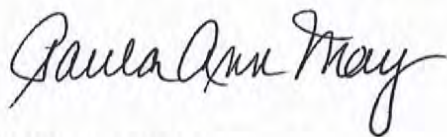
10. Executive Session - to discuss a Particular Person, Individual Offers of Employment, CSEA Grievance Negotiations

Mrs. Welch made the motion to go into Executive Session at 8:25 p.m. after taking a five minute break to discuss a Particular Person, Individual Offers of Employment, CSEA Grievance Negotiations seconded by Mr. Surprenant.

Yes 6 No 0
Motion carried.

Ms. Edwards appointed Ms. Houghton the Clerk Pro-tem.

Respectfully submitted,



Paula Ann May
District Clerk

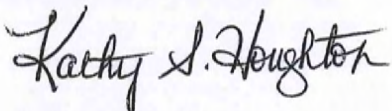
Ms. Edwards called the meeting back into regular session at 9:37 p.m.

11. Adjournment

Mr. Surprenant made the motion to adjourn at 9:38 p.m. seconded by Mrs. Rice.

Yes 6 No 0
Meeting adjourned.

Respectfully submitted,



Kathy Houghton
Clerk Pro-tem

DRAFT

NEW YORK MILLS SCHOOL

SPECIAL EDUCATION

77	Students classified as of 3/28/14
1	Elementary Student Left District
1	Classified
<hr/>	
77	Total Classified Students as of 4/11/14

**HEALTHCARE STAFFING AGREEMENT
(PER DIEM AND/OR LOCAL CONTRACT PROFESSIONALS)**

The following constitutes a Per Diem and/or Local Contract Healthcare Staffing Agreement (hereafter referred to as "Agreement") between **Medical Staffing Network Healthcare, LLC, a limited liability company** (hereinafter referred to as "MSN"), and **New York Mills Union Free School District** (hereinafter referred to as "Client") located at **1 Manauder Blvd New York Mills NY 13417** and served by MSN's **Albany Branch** (Client and MSN may be collectively referred to as "Parties").

MSN is in the business of locating for Clients, according to their specifications, healthcare professionals (hereinafter referred to as a "Per Diem HCP" and/or "Contract HCP," collectively referred to as "HCP(s)"), and the Client from time to time, desires the services of one or more such HCPs on either a temporary or direct hire basis. MSN and Client, in consideration of the covenants contained herein, and as set forth in the attached Appendix(es), agree as follows:

1. TERM OF AGREEMENT

1.1 The term of this Agreement shall commence on the 7 day of April 2014 (the "Effective Date"). **This Agreement shall continue in full force, from year to year and shall automatically renew annually.** Either Party at any time may cancel this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other Party. Termination of this Agreement for reasons other than non-payment, will not affect the status of HCPs currently working on contract assignments with the Client. Contract HCPs currently on assignment will be required to complete the balance of the original assignment term.

1.2 This Agreement supersedes all previous contracts and constitutes the entire Agreement between Client and MSN. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect.

2. DESCRIPTION OF SERVICES

2.1 PER DIEM HCP

(a) MSN shall, upon request by the Client, assign Per Diem HCPs to the Client for temporary daily staffing assignments. The Parties further agree that MSN's duty to staff assignments is subject to the availability of qualified HCPs. Except as hereafter provided, neither the failure of MSN to provide Per Diem HCPs nor the failure of the Client to apply to MSN to fill its temporary staffing needs shall constitute a breach of this Agreement. For specific terms relating to the placement of Per Diem HCPs, see the Per Diem Rate Schedule attached as "Appendix A."

2.2 CONTRACT HCP

(a) For Contract assignments, MSN shall assign Contract HCPs for a period of four (4) or more weeks, unless otherwise stated in the Contract Assignment Agreement via the local Per Diem branch location. The Parties further agree that MSN's duty to staff assignments is subject to availability of qualified HCPs. A Contract Assignment Agreement setting forth specific assignment details will be provided for each Contract assignment. Client agrees to guarantee payment for all hours requested in said Client Assignment Agreement. Failure to schedule Contract HCPs for the guaranteed minimum hours will result in an invoice for the contracted hours. If a Contract HCP does not report to a scheduled shift due to illness or otherwise, Client will not be billed for those guaranteed hours. Should the terms of the Contract Assignment Agreement conflict with the terms of this Agreement, the terms of this Agreement shall control.

(b) Client, upon agreement of the Contract HCP, may request an extension of an assignment. Notification of the extension must be received prior to the end of each current assignment. Client agrees to give MSN not less than one (1) month written notice of cancellation prior to the start date of any previously accepted Contract HCPs. Client agrees not to accept MSN Contract HCPs for an assignment, and any extensions thereof, through another agency if an MSN Contract HCP's profile (written or verbal) is submitted to the Client before any other agency refers the same Contract HCP to the Client for an assignment.

(c) Contract rates assigned will remain in effect for each initial Contract HCP assignment for the period defined on the Contract Assignment Agreement. MSN reserves the right to adjust rates for any/all new assignments or extensions ordered by the Client. Rate adjustments will reflect competitive economic trends and HCP recruitment/retention factors.

3. OBLIGATIONS OF MSN

3.1 MSN shall require its HCPs to maintain current licensure. Upon receipt of Client specific policies and procedures, MSN shall inform HCPs of such policies and procedures including, but not limited to, Client policies regarding infection control, criminal background checks of individuals providing patient care, and other policies to the extent such policies and procedures are consistent with the requirements of applicable federal and state law and are applied to HCPs in a nondiscriminatory manner.

3.2 MSN agrees, unless otherwise requested and specified by Client, to perform the following services related to HCPs provided to Client: provide and maintain payroll services, payroll records, withhold and remit taxes and Social Security payments.

3.3 MSN shall provide professional liability insurance, general liability insurance, workers' compensation insurance, and unemployment insurance for MSN HCPs as outlined in Section 8.

3.4 MSN shall not be responsible for failure or delay in providing, or continuing to provide, HCPs to Client under this Agreement if such failure or delay is due to labor disputes, labor shortages, strikes, fires, riots, war, acts of God, voluntary termination by such HCPs or any other acts, causes or occurrences beyond the control of MSN.

3.5 MSN will use reasonable diligence to confirm references and qualifications of its HCPs. However, MSN does not guarantee that any HCP holds the qualification or skills that such HCP claims. Client understands and agrees that MSN makes absolutely no representations or warranties, expressed or implied, as to the personal background or moral character of any HCP.

3.6 MSN will, upon request, make available to the Client, copies of credentialing documentation for HCPs assigned to Client.

3.7 MSN is committed to maintaining the highest standard for HCP accountability, conduct, competency, fair and ethical business practices as well as service excellence.

3.8 MSN serves as a representative and facilitator for conflict resolution. If issues arise at any time during the term of this Agreement that cannot be resolved through the local branch office, MSN offers a corporate compliance hotline telephone number: 1-800-449-5441.

3.9 MSN and Client management will agree to jointly review any issues and facts related to an alleged incident. An investigation will be initiated upon notification of said incident and completed in a timely manner. The outcome and possible MSN HCP actions may include: repeated orientation, in-service programs, progressive counseling, probation, and/or termination.

3.10 MSN will be available for Clients 24 hours a day 7 days a week. After office hours, contact will be through the On-Call Coordinator using the branch phone number.

4. OBLIGATIONS OF CLIENT

4.1 Client warrants that it is licensed and insured to provide healthcare services under State and Federal laws, if applicable. Client shall maintain all appropriate licenses, insurance, permits and certifications required by law during the term of this Agreement. Client shall ensure that all HCPs receive meal breaks and rest periods as required by applicable federal and state laws.

4.2 Notwithstanding any provision herein seemingly to the contrary, Client shall indemnify and hold harmless MSN, its parent, affiliate and subsidiary entities, and each of their respective owners, board members, officers, employees, agents and representatives (collectively with MSN, the "MSN Indemnitees"), from and against any and all claims, actions, causes of action, damages, liabilities, costs, expenses, fines, penalties, wage claims of any kind, assessments, fees (including attorneys' costs and fees) and all other amounts whatsoever suffered or incurred by any MSN Indemnitees related

to, arising from or as a result of Client's failure to maintain and enforce a valid meal and rest period policy and/or failure to recognize, provide or authorize any and all rest and/or meal periods, recovery periods, or other applicable breaks for HCPs as required under applicable law, regulation, ordinance or rule of any governmental authority of the state(s) in which HCPs are assigned hereunder, including, without limitation, all liabilities, costs (including internal administrative and in-house legal costs), amounts and/or payments relating to any audit, wage or employment-law penalty claims of any kind, inquiry, information request, subpoena, investigation, administrative proceeding, lawsuit, settlement or judgment related thereto.

California Clients Only: In the event Client fails to provide Meal Breaks as required by California State law, Client may be charged one (1) additional hour at the regular hourly bill rate for each workday that one (1) or more Meal Breaks are not provided.

4.3 Client shall make final determination of the suitability of HCP's documented competencies and experience as presented by MSN for the designated assignment. Client shall provide MSN with Performance Assessment(s) for HCPs and to assist in on-going verification of said HCPs' qualifications.

4.4 Client shall notify MSN within two (2) business days of any incident and/or complaint against any HCP and/or MSN regarding professional services provided by the HCP and/or MSN. Failure of Client to provide such notice shall release MSN from any and all liability, damage or costs (including any indemnity obligations) resulting from the alleged incident or complaint. Upon receipt of such notice from Client, MSN shall document all reported incidents, including but not limited to; behavioral issues, complaints, interpersonal misunderstandings, errors, and any other events, including injuries, and occupational safety hazards related to the care and services provided by HCPs.

4.5 Client agrees that HCPs shall be under the direction, control, and supervision of Client and that Client retains professional and administrative responsibility (other than for those administrative duties set forth in Section 3.2) for the services rendered. Client shall be responsible for communication, training and enforcement of all appropriate and applicable rules, regulations, and procedures, including, without limitation, philosophy of care, standards for clinical practice, policies adopted by Client to comply with the Joint Commission standards, emergency procedures, documentation procedures, patient care procedures, patient identification procedures, medication procedures, and patient safety systems. It shall be the responsibility of Client to orient HCPs to the facility and acquaint them with the facility policies and procedures as may be necessary to perform under the supervision and the control of Client while rendering professional services within the course and scope of HCP's assignment under this Agreement.

4.6 Client may immediately terminate any HCP assignment for "cause" upon providing written notification to MSN which shall outline and substantiate the details related to said termination. Cause shall include, but not be limited to: misconduct, violation of Client policies, poor performance and/or insubordination.

4.7 Client agrees to provide MSN HCPs assigned to its facility with an open invitation to attend Client based in-service education programs.

4.8 Client may float HCPs to another unit, subject to the qualifications of the HCPs and pursuant to Joint Commission standards. Client shall assess a HCP's qualifications and competency prior to floating the HCP to another unit.

4.9 If MSN submits a profile of a HCP to Client prior to any other source / staffing agency, Client agrees fill the assignment through MSN.

5. INDEPENDENT CONTRACTOR

5.1 MSN shall provide temporary services to Client as an independent contractor. Neither Party to this Agreement shall make any commitments nor incur any charges or expenses for, or in the name of, the other Party, nor be considered the agent, partner, joint venturer, or employer of the other Party. The HCPs assigned to Client under this Agreement shall remain employees of MSN, but shall be under the direction and control of Client while performing health care services for Client.

5.2 It is mutually agreed that both Parties shall not discriminate against any individual in the performance of their obligations under this Agreement on the basis of race, religion, national origin, sex, age or disability.

6. PAYMENT TERMS

6.1 MSN shall invoice Client for its services on a weekly basis in accordance with the schedule of rates appended hereto. Client agrees to pay all invoices upon receipt. Invoiced amounts not paid within thirty (30) days shall be subject to a late fee equal to 1.5% per month on the outstanding balance. To the extent not prohibited by applicable law, and further subject to MSN's prior, express consent to receive payment of invoiced amounts by credit card (which consent may be withheld or withdrawn at any time in MSN's sole discretion), in addition to any applicable late fees, MSN reserves the right to impose, and Client agrees to pay, an administrative fee equal to 3.25% of all invoiced amounts so paid by credit card (notwithstanding anything to the contrary in any applicable third party credit card service or processing agreement). In the event any invoiced amount is not paid within thirty (30) days, MSN shall have the right (but not the obligation) to terminate this Agreement immediately without notice. Notwithstanding any provision herein seemingly to the contrary, Client shall be responsible, and shall reimburse MSN, for any and all costs of collection, including, but not limited to, reasonable attorney's fees and costs (including MSN's internal costs of in-house counsel and/or paralegals), court costs, and related fees and expenses in the enforcement of this provision.

6.2 Both Parties agree to promptly notify and advise each other in writing of any billing and/or payment discrepancy. Neither Party shall be liable to the other Party for any billing and/or payment discrepancies that are not reported to the other Party within ninety (90) days from the applicable, corresponding invoice and/or payment date.

6.3 Rates set forth in this Agreement are subject to change upon a fourteen (14) day written notification. Failure by the Client to object in writing to said notification prior to the effective date of change shall be acceptance of the new rates. All notices shall be provided pursuant to Section 12.6 of this Agreement.

7. INVOICING POLICIES

7.1 **HOLIDAYS** Hours worked during the holidays are calculated at one and one-half (1½) the regular hourly rate. Overtime hours worked during a holiday will be billed one and one-half (1½) the holiday rate. MSN recognizes the holidays and shifts as listed in the table below:

HOLIDAY	8-HOUR SHIFTS*	12-HOUR SHIFTS*
	<ul style="list-style-type: none"> ▪ DAY (7A-3P) ▪ EVENING (3P-11P) ▪ NIGHT (11P-7A) 	<ul style="list-style-type: none"> ▪ DAY (7A-7P) ▪ NIGHT (7P-7A)
* THE ACTUAL START/END TIMES OF CLIENT SHIFTS MAY VARY.		
New Year's Day	Day & Evening	Day
Easter Sunday	Day & Evening	Day
Memorial Day	Night Shift on Eve of Holiday Holiday - Day & Evening	Day & Night
Independence Day	Night Shift on Eve of Holiday Holiday - Day & Evening	Day & Night
Labor Day	Night Shift on Eve of Holiday Holiday - Day & Evening	Day & Night
Thanksgiving Day	Night Shift on Eve of Holiday Holiday - Day & Evening	Day & Night
Christmas Eve	Evening & Night	Night
Christmas Day	Day & Evening	Day
New Year's Eve	Evening & Night	Night

7.2 **WORKWEEK** For the purpose of calculating HCPs' overtime, the MSN workweek will begin on Sunday at 7:00 a.m. and will include the Saturday night shift beginning at 11:00 p.m. and ending at 7:00 a.m.

7.3 **OVERTIME** Overtime will be billed any time a HCP works more than forty (40) hours in one (1) workweek (or as otherwise mandated by applicable state law). Overtime will be calculated at one and one-half (1½) the regular hourly bill rate for HCPs.

8. INSURANCE

8.1 MSN will maintain a valid policy or policies of Commercial General Liability insurance with limits of liability not less than \$1,000,000 combined single limit each occurrence and \$3,000,000 general aggregate; and Medical Professional Liability insurance with limits of liability not less than \$1,000,000 each medical incident, with not less than \$3,000,000 annual aggregate, which shall extend to the acts of its employees while on assignment for MSN. MSN shall maintain and provide Workers' Compensation insurance for its employees as required by the laws of the state in which services are performed. MSN will arrange to provide an ACORD Certificate of Insurance evidencing such coverage upon request by Client.

8.2 Client will maintain a valid policy or policies of General Liability insurance with a liability limit of not less than \$1,000,000 combined single limit for each loss or occurrence and \$3,000,000 in the aggregate, and Professional Liability insurance with a liability limit of not less than \$1,000,000 for each occurrence, each claim, or wrongful act and \$3,000,000 in the aggregate, covering acts or omissions which may give rise to liability for services or obligations of the Client under this Agreement. Client will provide certification of insurance evidencing such coverage upon request by MSN. Client shall give MSN written notice prior to the cancellation of said policies.

9. INDEMNIFICATION

9.1 MSN shall indemnify and defend Client and any of its officers, employees, or agents from any and all claims, demands, suits or judgments, arising out of any claims against Client for MSN's independent negligent acts or negligent omissions to the limits of MSN's insurance coverage set forth in Section 8. This duty includes any and all claims, actions, liabilities, loss or damage for loss of or damage to any property or personal or bodily injuries, including death, resulting therefrom to any person(s), to the extent that such loss, damage or injuries result from or arise out of negligent acts or negligent omissions on the part of any HCP provided by MSN.

9.2 Client shall indemnify, and defend MSN and any of its officers, HCPs, employees or agents from any and all claims, demands, suits, or judgment costs, losses and expenses arising out of or in connection with any claims against MSN for the Client's independent negligent acts or negligent omissions to the limits of Client's insurance coverage set forth in Section 8. This duty includes any and all claims, actions, liabilities, loss or damage for loss of or damage to any property or personal or bodily injuries, including death, resulting therefrom to any person(s), to the extent that such loss, damage or injuries result from or arise out of negligent acts or negligent omissions on the part of any agent or employee of Client.

9.3 MSN shall not indemnify, protect, defend or hold harmless Client to the extent that such losses, damages or injuries result or arise out of the negligent acts or negligent omissions on the part of Client, its officers, agents and/or employees.

9.4 In the event indemnification is accepted by either party, the party providing indemnity shall have the right to select counsel and shall not be responsible for the other party's attorney's fees. No party shall pay or settle any claim or action, subject to indemnity hereunder, without the prior written consent of the other party.

10. PROPRIETARY AND CONFIDENTIAL INFORMATION

MSN and Client each acknowledge that it and its HCPs and agents may acquire certain information ("Confidential Information") under and in the performance of this Agreement which is proprietary and confidential to the other Party. Such Confidential Information includes, but is not limited to, the terms, purpose, and subject matter of this Agreement, the performance by either Party hereunder, and HCP's information. Confidential information shall not include information that (a) is generally available to or known by the public other than as a result of improper disclosure by the recipient Party, or (b) is obtained by the recipient Party from a source other than the disclosing Party or its representatives, provided that such source was not bound by a duty of confidentiality to the disclosing Party or another Party with respect to such information of which the disclosing Party is aware at the time of disclosure. Except as and to the extent required by law, MSN and Client each agree that they will not disclose, and that they will use reasonable efforts to prevent disclosure by any other person of any Confidential Information to any person, except in accordance with this Agreement or with the prior written consent of the other Party. The Parties agree that damages may not be an adequate remedy in the case of a disclosure and that the non-disclosing Party may obtain injunctive relief in addition to any other legal or equitable remedies or damages, to prevent the disclosure of Confidential Information by the other Party.

11. SUBCONTRACTORS

MSN shall not utilize subcontractors or assign or otherwise transfer any part of the services to be performed, without the prior written consent and approval of Client. Subcontractors shall be required to ensure that all HCPs provided to Client have met MSN standards for employment.

12. ENTIRE AGREEMENT

12.1 Any and all Appendix(es) attached hereto are incorporated by reference as if fully set forth herein. Client understands that Client is only responsible for specified services actually purchased by the Client as set forth in the attached Appendix(es). In the event Client would like to add additional services or positions or modify positions set forth in Appendix A, an Amendment can be executed which will be signed and agreed upon by both parties.

12.2 This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and facsimile signature shall constitute original signatures.

12.3 If any one or more provisions contained in this Agreement, or in the application thereof, shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired, nor shall the entire Agreement be void or invalidated.

12.4 The headings of the sections are inserted for convenience of reference only and shall not be considered to constitute a part of this Agreement or to affect its meaning.

12.5 All the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the respective successors and assigns of the Parties hereto. No assignment, pledge or other transfer by a Party hereto shall operate to release the assignor, pledgor, or transferor from any of its obligations under this Agreement.

12.6 Any notices required or authorized under this Agreement shall be sent in writing and shall be deemed given when sent by United States mail, certified, return receipt required, or overnight courier, to the address as stated in recitals for Client and the address set forth below for MSN:

Medical Staffing Network Healthcare, LLC
215 Shuman Blvd., Suite 405
Naperville, IL 60563
Attn: Contracts Department

12.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to applicable conflict of laws provisions.

12.8 Each of the Parties hereto hereby irrevocably consents and agrees that any legal action or proceedings with respect to this Agreement be brought in any of the Federal or State courts having subject matter jurisdiction in Palm Beach County, State of Florida, and, by execution and delivery of this Agreement and such other documents executed in connection herewith, each such Party hereby (i) accepts the non-exclusive jurisdiction of the aforesaid courts, (ii) irrevocably agrees to be bound by any final judgment (after any and all appeals) of any such court with respect to such documents, and (iii) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceedings with respect to such documents brought in any such court, and further irrevocably waives, to the fullest extent permitted by law, any claim that any such suit, action or proceedings brought in any such court has been brought in any inconvenient forum.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE BLOCK ON PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ACKNOWLEDGED AND AGREED TO:

New York Mills Union Free School District

ACKNOWLEDGED AND AGREED TO:

MEDICAL STAFFING NETWORK HEALTHCARE, LLC

BY: _____

NAME: _____
(Please Print)

TITLE: _____

DATE SIGNED: _____

BY: _____

NAME: _____
(Please Print)

TITLE: _____

DATE SIGNED: _____

BRANCH ADDRESS:
Medical Staffing Network
1881 Western Ave Suite 150
Albany NY 12203
Phone: 518-452-0205
Fax: 518-452-6859

CLIENT NAME: NEW YORK MILLS UNION FREE SCHOOL DISTRICT

**APPENDIX A
RATE SCHEDULE
PER DIEM HCPs**

DISCIPLINES	WEEKDAY RATES PER HOUR					WEEKEND RATES PER HOUR				
	8-HOUR SHIFTS			12-HOUR SHIFTS		8-HOUR SHIFTS			12-HOUR SHIFTS	
	7AM-3PM	3PM-11PM	11PM-7AM	7AM-7PM	7PM-7AM	7AM-3PM	3PM-11PM	11PM-7AM	7AM-7PM	7PM-7AM
	DAY	EVENING	NIGHT	DAY	NIGHT	DAY	EVENING	NIGHT	DAY	NIGHT
RN	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55
LPN	\$39	\$39	\$39	\$39	\$39	\$39	\$39	\$39	\$39	\$39
CNA	\$24	\$24	\$24	\$24	\$24	\$24	\$24	\$24	\$24	\$24
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

MILEAGE AND/OR LODGING COMPENSATION
Mileage to be billed at \$0.00 per mile.

CHARGE NURSE
\$4.50 per hour above the regular rate.

RN SPECIALTY
ICU, CCU, CVICU, NICU, PICU, OR, ER, PACU/RR, L&D, BMT, Telemetry, Peds, Dialysis, Cath Lab, Chemo Cert Oncology

WEEKEND
Weekend rates include the Friday 3 p.m. shift through the Sunday 11 p.m.-7 a.m. shift.

VITAL NEEDS PREMIUM
In the event Client would like to request a Vital Needs HCP for assignment, Client agrees to pay a thirty percent (30%) premium to the rates set forth above. Vital Needs shall be defined as those contracts where the Client has determined the need is either urgent, immediate, special or unique, and as such agrees to pay the Vital Needs Premium. Any request for a Vital Needs HCP shall be mutually agreed upon in writing by both Parties.

HIRING OF PER DIEM AND/OR CONTRACT HCPs
Client agrees not to directly or indirectly hire Per Diem and/or Contract HCPs. In the event Client hires a HCP, Client will pay a liquidation fee of thirty percent (30%) of HCP's annualized salary in consideration of the costs incurred by MSN to recruit and retain its HCPs. Payment of the liquidation fee is due and payable to MSN prior to HCP's hire date with Client.

LATE CALLS
Client orders placed with less than two (2) hours notice prior to the start of the shift will be billed for the full 8-hour or 12-hour shift.

CLIENT CANCELLATIONS
Client cancellations less than two (2) hours prior to the shift start time will result in a four (4) hour billing to the Client. If a HCP assigned to the Client arrives at the facility site, the minimum billing will be four (4) hours. Once said HCP begins a shift, the minimum billing will be for the hours of the originally scheduled shift.

To be returned on April 22, 2014
to Mrs. Deborah Kimball
Clerk of the Board
Oneida BOCES
Box 70 – Middle Settlement Road
New Hartford, NY 13413
FAX 793-8541

I, _____, District Clerk of the
_____ School District, do
hereby certify that at a public meeting held on April 22, 2014, the Board of
Education of the _____ School District
adopted the following two resolutions:

RESOLUTION NO. 1

WHEREAS, the BOCES tentative administration budget is adopted by public
resolution; and

WHEREAS, copies of the tentative administration, capital and program budgets
were received on March 19, 2014 and an information meeting was presented at
Oneida BOCES on April 2, 2014.

(Vote by making an X in one of the boxes below.)

NOW THEREFORE BE IT RESOLVED, that the Board of
Education **APPROVES** the tentative administration budget
Of the Board of Cooperative Educational Services, Sole
Supervisory District of Oneida, Herkimer and Madison
Counties, in the amount of \$2,298,190.75 for 2014-2015.

NOW THEREFORE BE IT RESOLVED, that the Board of
Education **DISAPPROVES** the tentative administration
budget of the Board of Cooperative Educational Services,
Sole Supervisory District of Oneida, Herkimer and Madison
Counties, in the amount of \$2,298,190.75 for 2014-2015.

RESOLUTION NO. 2

WHEREAS, the election of Cooperative Board members is to occur by resolution; and

WHEREAS, notification was received on March 31st of the slate of candidates, and an information meeting was presented at Oneida BOCES on April 2nd.

NOW THEREFORE BE IT RESOLVED, that the Board of Education casts its vote(s) in the annual election of members of the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, for the person or persons indicated on the attached ballot.

(Signature)

**BALLOT OF THE
NEW YORK MILLS UNION FREE SCHOOL DISTRICT
PAGE 1 OF 2 PAGES
APRIL 22, 2014**

For the Board of Cooperative Educational Services election, April 22, 2014, for participating schools of the Sole Supervisory District, Oneida, Herkimer and Madison Counties, Box 70, Middle Settlement Road, New Hartford, New York.

To fill the vacancy caused by the expiration of the term of Mrs. Shirley Burtch, (Oriskany Central School District), please cast one vote for a three-year term as a member of the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties:

Vote by making an X in the box below.

**Mrs. Shirley Burtch
8330 State Route 69
Oriskany, NY 13424**

For the Board of Cooperative Educational Services election, April 22, 2014, for participating schools of the Sole Supervisory District, Oneida, Herkimer and Madison Counties, Box 70, Middle Settlement Road, New Hartford, New York.

To fill the vacancy caused by the expiration of the term of Mr. William McDonald, (Remsen Central School District), please cast one vote for a three-year term as a member of the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties:

Vote by making an X in the box below.

**Mr. Steve Boucher
9812 Twin Rock Road
Remsen, NY 13438**

For the Board of Cooperative Educational Services election, April 22, 2014, for participating schools of the Sole Supervisory District, Oneida, Herkimer and Madison Counties, Box 70, Middle Settlement Road, New Hartford, New York.

To fill the vacancy caused by the expiration of the term of Mr. John A. Griffin, (Sauquoit Valley School District), please cast one vote for a three-year term as a member of the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties:

Vote by making an X in the box below.

**Mr. John A. Griffin
9282 Paris Hill Road
Sauquoit, NY 13456**

5.5

**BALLOT OF THE
NEW YORK MILLS UNION FREE SCHOOL DISTRICT
PAGE 2 OF 2 PAGES
APRIL 22, 2014**

For the Board of Cooperative Educational Services election, April 22, 2014, for participating schools of the Sole Supervisory District, Oneida, Herkimer and Madison Counties, Box 70, Middle Settlement Road, New Hartford, New York.

To fill the vacancy caused by the expiration of the term of Mr. John J. Salerno, (Whitesboro Central School District), please cast one vote for a three-year term as a member of the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties:

Vote by making an X in the box below.

**Mr. John J. Salerno
5459 Prescott Road
Deerfield, NY 13502**



Document B101™ – 2007

5.6

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirty-First day of January in the year Two-thousand Fourteen
(In words, indicate day, month and year)

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

New York Mills Union Free School District
1 Marauder Boulevard
New York Mills, NY 13417

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

Hunt Engineers, Architects & Land Surveyors, PC
Airport Corporate Park
100 Hunt Center
Horseheads, NY 14845

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

District Wide Capital Improvements Project
New York Mills Union Free School District
1 Marauder Boulevard
New York Mills, NY 13417

Hunt #2937-001 Pre-Referendum Services
Hunt #2937-002 Capital Improvements – Basic Services

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.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	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

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Refer to Exhibit A

(Paragraphs deleted)

§ 1.2 Below is a schedule for the performance of the Architect's services. The schedule includes anticipated completion dates for various aspects of the Project described in the Initial Information. The schedule takes into account periods of time required for the Owner's review; for the performance of the Owner's consultants (if any), and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by the schedule shall not, except by mutual agreement in writing, be exceeded by the Architect or Owner. The schedule of the Architect's services will be as follows:

- | | | | |
|---|-----------------------------------|---|-------------------------|
| ➤ | Public Referendum | - | November 2014 |
| ➤ | Schematic Design Phase | - | January 2015 |
| ➤ | Design Development Phase | - | March 2015 |
| ➤ | Construction Documents Phase | - | June 2015 |
| ➤ | NYS Education Department Approval | | February 2016 Estimated |

Within one month of receiving approval from the New York State Education Department, the Architect will create a Project Schedule including anticipated completion dates for:

- Bid Opening
- Bid Awards
- Commencement of Construction
- Construction Milestones
- Substantial Completion

This Project Schedule will take into account the Owner's school building use and programmatic needs.

The Owner's anticipated dates for commencement of construction and substantial completion of the work are set forth below:

- | | |
|----------------------------------|-------------------|
| .1 Commencement of Construction- | June 1, 2016 |
| .2 Substantial Completion - | February 28, 2017 |

§ 1.3 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.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall plan for the necessary State Education Department review and approval.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. If at any time during the Project this representative becomes unacceptable to the Owner (on any lawful basis), the Architect will replace him/her with another representative who is mutually acceptable to the Owner and Architect.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
 - \$2,000,000 – Each Occurrence
 - \$4,000,000 – General Aggregate
- .2 Automobile Liability
 - \$1,000,000 – Each Accident Single Limit
- .3 Workers' Compensation
 - \$100,000 – Each Accident
 - \$100,000 – Disease Each Employee
 - \$500,000 – Policy Limit

.4 Professional Liability

\$2,000,000 – Per Claim Limit
\$6,000,000 – Aggregate

§2.6 The Architect acknowledges that the Owner is a school district which is subject to various laws and regulations of the State of New York. The Architect represents that it is familiar with such laws and regulations as they pertain to the design, bidding and construction of the Project including, but not limited to, the requirements of Article 5-A of the General Municipal Law (sections 100 & ff., "Public Contracts"); Article 9 of the Education Law (sections 401 & ff., "School Buildings and Sites"); and Sub-Chapter J, Part 155 of Title 8, Chapter II of the Codes, Rules and Regulations of the State of New York (Regulations of the Commissioner of Education "Educational Facilities"), to the extent that they pertain to the Project. The Architect is familiar with the State Aid for School District Capital Projects and shall endeavor to maximize the School District's State Aid for this Capital Project. The Architect will exercise professional care and judgment to perform services in accordance with the requirements of these and other applicable laws, rules and regulations.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services necessary to accomplish the Owner's program and complete the Project. The Architect shall advise the Owner if it believes that any additional consultants are required to complete the Project, at the earliest possible date. Moreover, the Architect will assist the Owner in the selection of consultants (e.g., construction managers), where appropriate.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of or has a reason to believe there is any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. The Owner shall defend, indemnify and hold the Architect harmless from any claims or demands arising out of a directive or substitution made against the Architect's advice.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall prepare, file, apply for and secure all licenses, approvals, permits and authorizations as may be required by the State Education Department and any other governmental authority or agency having any jurisdiction over or interest in the project, all within the required time limits, or shall, where appropriate, ensure that responsibility for the same is incorporated in the Construction Documents as an obligation of the appropriate

Init.

Contractor. The Owner shall provide all information in its possession, and provide such other assistance requested and reasonably required by the Architect to perform its obligations under this Paragraph.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

§ 3.2.2 The Architect shall assist the Owner in the development of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner if (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider and discuss with the Owner, environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents, along with its written recommendations for design alternatives, material choices, building systems, equipment, etc., for the Owner's consideration and approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

§ 3.3.2 The Architect shall update and advise the Owner of any changes to the estimate of the Cost of the Work and see to it that the estimate of the Cost of the Work does not exceed the amount approved by the District's voters in the voter referendum on this Project ("Referendum Amount"). Should the revised estimate exceed the Referendum Amount, the Architect will develop and provide to Owner Design Development Document alternatives which do not exceed the Referendum Amount.

§ 3.3.3 The Architect shall submit the Design Development Documents, along with any Design Development Document alternatives and written recommendations as to how to proceed with the Work, to the Owner for review and approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other 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 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 The Architect, after consultation with the Owner, shall be primarily responsible for preparation of necessary bidding information, bidding forms, the Conditions of the Contract, and the form of the Agreement between Owner and Contractor.

(Paragraph deleted)

§ 3.4.5 The Architect shall submit a set of Construction Documents to the New York State Education Department's Facilities Planning Department ("FPD") for review and approval. The Architect shall also furnish a copy of that submission to the Owner. The Architect will advise the Owner of any necessary revisions to the Contract Documents mandated by FPD and any adjustments to the estimated Cost of the Work resulting from those revisions, seeing to it that the estimate does not exceed the Referendum Amount. Should the revised estimate exceed the Referendum Amount, the Architect will develop and provide to Owner Construction Document alternatives which do not exceed the Referendum Amount for review and approval. Should this require a resubmittal of Construction Documents to FPD, Architect will be responsible for same as detailed in Article 6.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids in accordance with the General Municipal Law, including without limitation the preparation of all notices and advertisements required thereby; (2) confirming responsiveness of bids or proposals, (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM-2007, General Conditions of the Contract for Construction. All references to AIA Document A201, General Conditions of the Contract for Construction, shall mean such General Conditions as they may be modified by the Owner by the Supplementary Conditions or otherwise. No change in those General Conditions shall be binding upon the Architect unless the Architect has had an opportunity to review such change and did not object thereto in writing within twenty-one (21) days.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3

§ 3.6.1.4 To avoid delay in the Construction Phase, the Architect shall notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the delay or potential delay and make a written recommendation to the Owner regarding how to proceed with the Work in a timely fashion.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents, (2) defects and deficiencies observed in the Work, and (3) make a written recommendation to the Owner as to how to proceed with the Work in light of these deviations, deficiencies and/or defects.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be made only after consultation with the Owner and shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief and professional judgment, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review and request each Contractor revise (if necessary) their submittal schedule in order to adhere to the approved Project Schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Should a Contractor fail to make a required submittal or resubmittal (necessitated by the Architect's prior submittal rejection) and that failure could reasonably lead to a delay of the Work as set forth in the Project Schedule, the Architect shall notify the Owner of the facts and circumstances surrounding the matter and assist the Owner in taking steps necessary to compel the Contractor to make an acceptable submittal in a timely manner.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:27:23 on 04/11/2014 under Order No.2355066287_1 which expires on 07/26/2014, and is not for resale.

User Notes:

(1280651854)

appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. To the extent permitted by New York State Law, the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize 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 the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. The Architect's issuance of a final Certificate for Payment shall (in addition to anything set forth thereon or in connection therewith) constitute a representation by the Architect to the Owner that to the best of the Architect's knowledge and professional judgment: A) each Contractor has fully performed all Work required by the Contract Documents; B) all Work has been performed in a good and workmanlike manner; and C) each Contractor has submitted satisfactory evidence by way of affidavits that all liens have been paid and that all claims of subcontractors, material men and suppliers of all contractors and subcontractors and their agents have been paid in full.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. When applicable, the Architect shall assist the Owner in having warranty work performed by the appropriate party or parties (e.g., contractors, manufacturers, etc.). Such assistance may include, but is not limited to, notifying the appropriate individuals or corporations of their warranty obligations.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services unless identified as such, but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	Basic Service
§ 4.1.2 Multiple preliminary designs for previously designated scope of work <i>(Row deleted)</i>	Architect	Basic Service
§ 4.1.3 Existing facilities surveys	Architect	Section 4.2
§ 4.1.4 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.5 Building information modeling <i>(Row deleted)</i>	Architect	Section 4.2
§ 4.1.6 Civil Engineering <i>(Row deleted)</i>	Architect	Basic Service
§ 4.1.7 Landscape design	Architect	Basic Service
§ 4.1.8 Architectural Interior Design (B252™-2007)	Architect	Basic Service
§ 4.1.9 Value Analysis (B204™-2007) <i>(Row deleted)</i>	Not Provided	
§ 4.1.10 On-site project representation <i>(Row deleted)</i>	Architect	Section 4.2
§ 4.1.11 Conformed construction documents	Not Provided	
§ 4.1.12 As-Designed Record Documents – CADD Files <i>(Row deleted)</i>	Architect	Section 4.2
§ 4.1.13 As-Constructed Record Drawings – CADD Files <i>(Row deleted)</i>	Architect	Section 4.2
§ 4.1.14 Post occupancy evaluation	Not Provided	
§ 4.1.15 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.16 Tenant-related services	Not Provided	
§ 4.1.17 Coordination of Owner’s Consultants	Architect	Basic Services
§ 4.1.18 Telecommunications/data design	Architect	Basic Services
§ 4.1.19 Security Evaluation and Planning (B206™-2007)	Architect	Basic Service
§ 4.1.20 Commissioning (B211™-2007) <i>(Row deleted)</i>	Architect	Section 4.2
§ 4.1.21 Extensive environmentally responsible design	Not Provided	
§ 4.1.22 LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.23 Fast-track design services	Not Provided	
§ 4.1.24 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.25 Furniture, furnishings, and equipment design (B253™-2007)	Architect	Section 4.2
§ 4.1.26 Hazardous materials design	Architect	Basic Service
§ 4.1.27 Asbestos Project Monitor	Owner	
§ 4.1.28 Land Survey	Owner	
§ 4.1.29 Storm Water Pollution Prevention Plan (SWPPP)	Architect	Section 4.2
§ 4.1.30 SWPP Inspections	Architect	Section 4.2
§ 4.1.31 SEQRA Environmental Assessment Form (EAF)	Architect	Section 4.2
§ 4.1.32 SEQRA Environmental Impact Statement (EIS)	Not Provided	
§ 4.1.33 Draft Environmental Impact Statement (DEIS)	Not Provided	

§ 4.1.34 Wetlands permit & mitigation	Not Provided	
§ 4.1.35 Wetlands delineation	Not Provided	
§ 4.1.36 Theatrical systems design	Architect/Consultant	Section 4.2
§ 4.1.37 Acoustical Design	Architect/Consultant	Section 4.2
§ 4.1.38 Food service design	Architect/Consultant	Section 4.2
§ 4.1.39 Geotechnical Services	Architect	Section 4.2
§ 4.1.40 Traffic Study	Not Provided	
§ 4.1.41 Detailed Cost Estimating	Architect	Section 4.2
§ 4.1.42 Special Inspections	Owner	
§ 4.1.43 Near-End Warranty Inspection	Architect	Basic Service
§ 4.1.44 CADD Drawings of Existing Building	Architect	Section 4.2

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

-Existing Facilities Surveys: HUNT will provide the New York State Education Department (SED) Building Condition Survey forms as required for the 2015 Building Condition Survey at no additional cost.

-Building information modeling: Should the district request the project to be completed utilizing Building Information Modeling HUNT will provide this service at a mutually agreed upon stipulated sum to be determined later.

-On-site project representation: If enhanced on-site project representation is desired HUNT will provide this service at a mutually agreed upon stipulated sum to be determined later.

-As designed record documents – CADD files: Mutually agreed upon stipulated sum to be determined later.

-As constructed record documents – CADD files: Mutually agreed upon stipulated sum to be determined later.

-Commissioning: Mutually agreed upon stipulated sum to be determined later.

-Furniture, furnishings, and equipment design: Mutually agreed upon stipulated sum to be determined later.

-Storm Water Pollution Prevention Plan (SWPPP): Should the scope of work required the provision of a Storm Water Pollution Prevention Plan HUNT will provide this service for a stipulated sum of \$4,000.

-SWPP inspections: Should Storm Water Pollution Prevention inspections be required as a result of the scope of work and Storm Water Pollution Prevention Plan (SWPPP) requirements, Hunt will provide or coordinate this service to be provided by an alternate party on an hourly basis.

-SEQRA Environmental Assessment Form (EAF): should the scope of work require the provision of an Environmental Assessment Form HUNT will provide this service for a stipulated sum to be determined later.

-Theatrical Systems design: Mutually agreed upon stipulated sum to be determined later.

-Acoustical Design: Mutually agreed upon stipulated sum to be determined later.

-Food service design: The design, specification and construction administration for the food service equipment shall be provided for a stipulated sum of \$16,390.

-Detailed cost estimating: Basic services include cost estimating utilizing square foot, systems and unit price estimating. HUNT will provide detailed estimating services for a stipulated sum to be determined later should detailed estimating be requested.

Geotechnical Services: Hunt will coordinate the request for geotechnical consultation and shall accept invoices for such services as a reimbursable expense.

-CADD drawings of existing building: Should computer aided drawing files not be accessible for the purpose of the Architect/Engineer's instruments of service the Architect will develop CADD drawings of the existing buildings for a stipulated sum to be determined later.

- Assistance to Owner in selection of Construction Manager, i.e., RFP, coordination/review process, interview process, meetings and selection, for a stipulated sum of \$5,800.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation in accordance with a written amendment to this Agreement which addresses: 1) the scope of the work to be performed; 2) the Architect's fee for same; and 3) the impact of the Additional Service(s) on the Project Schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2

(Paragraphs deleted)

The services described in this Article 4 are not included in Basic Services unless so identified in Article 12. The services described in this Article shall only be provided if authorized in writing by the Owner; such authorization shall include the mutually agreed upon compensation or method for determining the compensation for such Additional Service. Owner shall be obliged to pay for any Additional Service only the amount determined in accordance with such prior written agreement.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Bi-Weekly visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 Except as stated in paragraph 3.6.6.5, if the services covered by this Agreement have not been completed within thirty-five (35) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, with the assistance of the Architect, 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 and the Architect shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall compensate the Architect (as an Additional Services) to perform geotechnical services which may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that **its consultants maintain professional liability insurance as appropriate to the services provided.**

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, when so notified by the Architect, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 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.

§ 5.9 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.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

(Paragraph deleted)

§ 5.12 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.

§ 5.13 Notwithstanding anything to the contrary in this Article 5, the Owner shall be required to furnish information or services described in this Article 5 only to the extent that such information or service is both reasonably required and actually requested by the Architect in order to perform Architect's services under this Agreement.

ARTICLE 6 COST OF THE WORK

§ 6.1 The Cost of the Work is the sum of Construction Costs. 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, inflation factors, contingency budgets and equipment incorporated in the Work. The Cost of the Work does not include the compensation of the Architect, the Architect's consultants, Clerk of the Works compensation, the costs of the land, rights-of-way, financing, legal fees, or other costs that are the responsibility of the Owner. Project Cost includes, but is not necessarily limited to, Construction Cost, the compensation of the Architect and the Architect's Consultants, Construction Manager compensation (if any), the cost of other Project representation, costs of land, right-of-way, financing costs, legal fees, other costs which can be listed as incidental costs under the rules and procedures of the State Education Department and those other costs associated with the Project which are the responsibility of the Owner as provided in Article 5. In no event shall the Project Cost exceed the Referendum Amount.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may 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, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

(Paragraph deleted)

§ 6.4 Pursuant to the Education Law, the Owner must obtain approval of the voters of the District for the Project Cost, and for the maximum Cost of the Work (sometimes referred to herein as the "Referendum Amount"). Voter approval is to be sought at a referendum to be held prior to the Bidding Phase, and if obtained, shall constitute a fixed limit of Cost of the Project, and the Construction Cost portion thereof estimated in the latest estimate of Construction Cost and Cost of the Work made by the Architect and approved by the Owner from time-to-time shall constitute a fixed limit of Construction Cost.

§ 6.5 If the Bidding or Negotiation Phase has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, 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.

§ 6.6 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the

(Paragraphs deleted)

Work, and the Owner shall cooperate with the Architect in making such adjustments.

(Paragraph deleted)

§ 6.7 If the lowest responsible bid, or the aggregate of the lowest responsible bids in the case of multiple prime contracts, submitted by qualified contractor(s), exceeds the fixed limit of Construction Cost, the Owner shall:

- .1 give written approval of an increase in such fixed limit (and corresponding reduction of other elements of Cost of the Work);

Init.

- .2 authorize rebidding of the Project within a reasonable time;
- .3 terminate in accordance with Paragraph 9.5; and
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

If the Project is bid in phases, then for purposes of this Paragraph 6.7, the fixed limit of Construction Cost shall mean the portion of Construction Cost which was established by the Architect and Owner for that part of the Project involved in such bid phase.

§ 6.8 If the Owner chooses to proceed under clause 6.7.4, the Architect shall make such modifications to the Construction Documents as may be necessary to bring the Contract Cost within the fixed limit, and shall perform such services with respect to approval of the State Education Department and to any rebidding processes as are required for the original bidding, all at no additional cost to the Owner. The Architect shall be entitled to compensation in accordance with this Agreement for all compensable services performed whether or not the Construction Phase is commenced.

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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 Original drawings and specifications and other documents, including those in electronic form, are Instruments of Service which are the property of the Architect and/or the Architect's consultants; however, the Project is the property of the Owner, and Architect may not use the Instruments of Service for any purpose not relating to the Project without Owner's consent. Owner shall be furnished with such electronic and print reproductions of drawings and specifications as Owner may reasonably require. All such reproductions shall be the property of the Owner who may use them without Architect's permission for any proper purpose relating to the Project, including, but not limited to, completion of the Project.

§ 7.3 The Owner shall not use or authorize any other person to use the Drawings, Specifications, electronic data and other instruments of service on other projects. Any such use without the Architect's professional involvement will be at the Owner's sole risk and without liability to the Architect.

§ 7.3.1 In the event the Owner uses the Instruments of Service, (including without limitation any future additions or alterations to the Project) without retaining and maintaining the retention of the author of the Instruments of Service the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to commencing litigation. If either party will be prejudiced by waiting until the mediation has concluded, then either party may proceed in accordance with applicable law to comply with filing deadlines prior to resolution of the matter by mediation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If parties do not resolve a dispute through mediation pursuant to this Section 8.2, the
(Paragraphs deleted)
parties shall proceed to litigation in New York State Supreme Court for the County where the Project is located.

(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 Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

Init.

§ 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, together with Reimbursable Expenses then due.

(Paragraph deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction as revised by the parties and contained in the Contract Documents.

§ 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, or any part thereof, without the written consent of the other. The Architect shall not, in connection with any such assignment by the Owner, be required to execute any documents that may, in the sole judgment of the Architect, increase the Architect's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

(Paragraph deleted)

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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. In the event that the Architect or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance or service on the Project until the Owner retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations, provided, however, that the Architect shall promptly advise the Owner in writing of the presence and location of any suspected hazardous materials or toxic substances of which the Architect becomes aware. Architect shall have no obligation under this provision to test materials or substances to determine whether they are hazardous materials or toxic.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall, at its discretion, provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. This section shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Architect or Owner from giving notices required by law or complying with an order to provide information or data when such order is issued by

a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Architect or Owner to defend itself from any suit or claim.

ARTICLE 11 COMPENSATION

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

(Insert amount of, or basis for, compensation.)

Pre-Referendum Services: Hourly at current staff rates identified in Exhibit "A", not to exceed \$20,000, plus reimbursable expenses. Upon a successful public referendum, Hunt will donate \$5,000 back to the District.

Public Information Program: No additional cost.

Post Referendum Services: Stipulated sum of \$350,000 plus reimbursable expenses. Stipulated sum is based on a cost of construction value of \$5,000,000

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Refer to Section 4.2

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly at Architect's current hourly rates or mutually agreed upon lump sum amount, plus reimbursable expenses.

§ 11.4 Compensation for 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 ten percent (10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (10	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Thirty-Two	percent (32	%)
Bidding or Negotiation Phase	Three	percent (3	%)
Construction Phase	Thirty-Five	percent (35	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the total construction budget and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Refer to Exhibit 'B'.

Employee or Category	Rate
N/A	

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expense incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel;
- .2 Dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots;
- .5 Postage, handling and

(Paragraphs deleted)
delivery.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero (0%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero dollars (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 The Architect shall invoice the Owner on a monthly basis. The dollar amount of each invoice will vary depending upon which phase the Project is in (as set forth in Paragraph 11.5) and whether the phase has been completed on or before its anticipated completion date (as set forth in Paragraph 1.2). For example, during the Schematic Design Phase, the Architect may only invoice the Owner (in equal monthly installments) up to 5% of its total fee for the Project (assuming that the percentage set forth for that phase in paragraph 11.5 is 5%). In other words, if Paragraph 1.2 states that the Schematic Design Phase will be completed in three (3) months, the Architect will be permitted to invoice the Owner three (3) times, in equal amounts, totaling 5% of its total Project fee. However, in the event that any phase of the Project (as outlined in Paragraph 11.5) is extended beyond its corresponding anticipated completion date (as set forth in Paragraph 1.2), the Architect shall not be permitted to invoice the Owner further until that phase is completed. (Please refer to Exhibit "B" for the Architect's applicable Billing Schedule.) Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at

(Paragraphs deleted)
nine percent (9%) per annum.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses shall be attached to the Architect's monthly invoices.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 During periods of active construction, Architect shall schedule job meetings with representatives of the Owner, all Contractors and all other necessary parties once every other week or at such greater frequency as the Architect and Owner may agree is appropriate to the stage and progress of construction.

§ 12.2 In the event that during the course of the construction any material believed to contain asbestos is discovered, the Architect shall arrange for immediate testing of such material at the Owner's expense.

Init.

§12.3 It is understood that any Clerk of the Works is retained by the Owner and is to protect the interests of the Owner during construction. The use of a Clerk of the Works by the Owner shall not diminish the responsibilities and obligations of the Architect in any way.

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 Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents: N/A.
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit "A" – Initial Information
Exhibit "B" – Hunt Staff Rates

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

OWNER

ARCHITECT

(Signature)

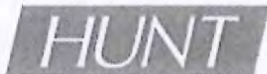
Jacqueline Edwards, BOE President

(Printed name and title)

(Signature)

Daniel C. Bower, CEO, Principal

(Printed name and title)



New York Mills Union Free School District
Exhibit A
January 31, 2014

INITIAL INFORMATION

This Agreement is based on the following Initial Information:

Pre-Referendum Services: Pre-referendum services will be provided to help the district develop the project scope of work, project budget and schedule. These services include evaluation of the Capital Project Prioritization list provided by the district as well as additional items proposed during consultation with the District. The approximate project construction value will be five million dollars.

Public Information Services will be provided by HUNT's staff members to support the District's efforts in disseminating project information to the public.

Food Service Consultant: HUNT will retain the services of a food service consultant for the design and planning of food services at the kitchen addition/renovation.

Design, engineering and construction administration services for the scope of work to be identified.

Building Condition Survey: HUNT will provide the New York State Education Department (SED) forms as required for the 2015 Building Condition Survey.

Exhibit "B"

	Base Rate
Principal in Charge/PM	\$160
Managing Architect/Engineer / Sr. PM	\$135
Project Manager	\$105
Project Engineer/Architect	\$98
Project Surveyor	\$93
Public Information Specialist	\$85
Engineering /Architectural Technician	\$83
Survey Technician	\$73
Engineering/Architectural Intern	\$67
Clerical Support	\$55

ADMINISTRATION

ADMINISTRATIVE INTERN PROGRAM

- I. The Board of Education supports and endorses, within its financial constraints, the concept of an Administrative Intern Program that will encourage capable and qualified personnel to further prepare them for an administrative position within a school setting.
- II. Internship positions will be posted according to established District procedures and those eligible employees within the School System will be permitted to submit applications. However, District administrative intern positions will be filled on the basis of the best qualified person from among all who apply, including those applications received from within the School System and those from outside the District.
- III. Supervision of the Administrative Intern Program will be the responsibility of the Superintendent or his/her designee, with input from appropriate administrators where necessary.

New York Mills Union Free School District

Adopted: 11/01/11

Reviewed: _____

JOB DESCRIPTION
SUPERINTENDENT OF SCHOOLS

I. Superintendent of Schools

The Superintendent shall be the Chief School Officer of the Board of Education in the administration of the schools. He/she shall be appropriately certified as a School District Administrator through the New York State Education Department.

The Superintendent shall conduct his/her duties under the direct supervision of the Board of Education, and shall carry out his/her administrative functions in accordance with New York statutory law, requirements presented by the New York State Department of Education and the adopted policies of the Board of Education.

A. Qualification

The Superintendent of Schools shall hold such valid certification as required by the State of New York.

B. Powers of the Superintendent

1. He/She shall be the Chief Executive Officer of the School District and shall have the right to speak on all matters before the Board, but not to vote.
2. He/She shall execute all decisions made by the Board concerning the internal operation of the school system. He/She shall have the authority to act in situations where the Board has provided no policy guides for administrative action.
3. He/She shall have sole responsibility for implementing the budget when approved by the Board, and shall organize and arrange the administrative and supervisory staff, which in his/her judgment, best serves the School District.
4. He/She shall have the power to control and manage the schools by initiating, granting, or withholding approval of rules and regulations prepared by staff.

POLICY

Draft 03/31/2014
3020

PERSONNEL

JOB DESCRIPTION
SUPERINTENDENT OF SCHOOLS

C. Duties of the Superintendent

1. He/She shall prepare agendas and associated materials, and attend all meeting of the Board and such meetings of Board committees as he/she may deem desirable, except when his/her own efficiency or salary is under consideration.
2. He/She shall have the responsibility for the formation of school policies, plans and programs; and the preparation and presentation of the annual budget.
3. He/She shall adhere to and enforce all provisions of law and the policies, rules and regulations of the Board; submit for adoption by the Board the annual school calendar; make a continuous study of the development and needs of the schools; and prepare reports to the Board and other local, state, and federal agencies on the condition and development of the schools.
4. He/She shall be responsible for the recruitment, selection, recommendation of appointment, assignment, professional development, evaluation, transfer, suspension and recommendation for promotion or dismissal of any professional or non-professional employee of the Board.
5. He/She shall be ultimately responsible for the supervision of the instructional program; curriculum development and preparation of courses of study, and recommendations of appropriate textbooks and instructional materials; supervision and direction over the enforcement and observance of courses of study; the examination and promotion of pupils; and overall other school programs under the management, direction and control of the Board.
6. He/She shall maintain a continuous study of the problems confronting the schools; evaluate the quality and efficiency of all departments; and report in writing to the Board as required.

POLICY

Draft 03/31/2014

PERSONNEL

3020

JOB DESCRIPTION
SUPERINTENDENT OF SCHOOLS

7. He/She shall work closely with other school districts and agencies for the promotion and institution of programs that will be beneficial to the education of students, staff and the school community. He/She shall also acquaint the public with the activities and needs of the schools.
8. He/She shall attend local, regional, state and national educational meetings, workshops, conferences and conventions as a representative of the school system. He/She is expected to participate in committee activities at the local, regional state and national levels for the improvement of education and the profession.
9. He/She shall assume any other duties assigned by the Board which will be of assistance to the Board in fulfilling its legislative and policy functions to the School District.

New York Mills Union Free School District

Adopted: 10/09/75

Revised: 09/14/82, 06/11/85, 12/13/88, 07/10/12

Reviewed: _____



Office of the New York State Comptroller
 New York State and Local Retirement System
 Employees' Retirement System
 Police and Fire Retirement System
 110 State Street, Albany, New York 12244-0001

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

RS 2417-A
 (Rev. 3/14)

BE IT RESOLVED, that the New York Mills U.F.S.D. / 4428 (Location Code) hereby establishes the following standard work days for these titles and will report the officials to the New York State and Local Retirement System based on time keeping system records or their record of activities:

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy)	Participates in Employer's Time Keeping System (Yes/No-if Yes, do not complete the last two columns)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
Elected Officials									
Appointed Officials									
School Physician	8	William Ryan	4310	33944083		07/01/13 - 06/30/14	N	1.40	
Treasurer	8	Lisa Stamboly	0839	35894567		07/01/13 - 06/30/14	Y		
District Clerk/Sec. to Supt.	8	Paula Ann May	9828	365022128		07/01/13 - 06/30/14	Y		

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

I, Paula Ann May (Name of secretary or clerk) secretary/clerk of the governing board of the New York Mills U.F.S.D. (Name of Employer) of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 22nd day of April, 20 14 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the New York Mills U.F.S.D. (Name of Employer) on this day of , 20 .

Affidavit of Posting: I, Paula Ann May (Name of secretary or clerk), being duly sworn, deposes and says that the posting of the Resolution began on 4/22/14 (Date) and continued for at least 30 days. That the Resolution was available to the public on the

- Employer's website at _____
- Official sign board at New York Mills School District Office
- Main entrance secretary or clerk's office at New York Mills School District Office



58