

Victor Central School  
Board of Education  
PROPOSED AGENDA  
**Regular Meeting, Thursday, January 16, 2025 – 5:30 PM**  
**Early Childhood School Boardroom**  
**953 High Street, Victor, NY 14564**

It is expected that, upon opening the meeting, a motion will be made to adjourn to executive session and that the regular meeting will begin at 7:15 PM

✓ *Board Action Expected*

**1. Meeting Called to Order by President Tim DeLucia**

- ✓ • *Motion to enter executive session to discuss the employment history of specific individuals*
- ✓ • *Motion to return to regular session*

**A. Moment of Silence**

**B. Pledge to the Flag**

**C. Greetings to Visitors/Public Participation Reminder**

**D. Reading of Emergency Evacuation Procedure**

(In case of an emergency would everyone please follow the EXIT signs to the outside of the building. Please stay completely clear of the building to provide space for any emergency vehicles.)

✓ **2. Approval of the Agenda**

**3. Superintendent's Update**

**4. Presentations/Recognitions**

- **Girls Varsity Golf Section V Individual and Team Championships**

**5. Public Participation:** Although the Board's work is open to the public, this is not a meeting with the public. At this time privilege of the floor is offered to those who have signed up to speak. The Chair will be happy to recognize those of you who wish to speak. When you approach the microphone, please identify yourself before presenting your thoughts.

*(Individual comments will be limited to 3 minutes and the total time for this portion of the agenda will be limited to 30 minutes.)*

Please note, issues related to specific School District personnel or students must be brought to the attention of the Superintendent of Schools privately as they are not discussable at this venue. Thank you.

✓ **6. Acceptance of Consent Items (5 min.)**

- A. Minutes of the Regular Board Meeting on December 12, 2024 and Special Board Meeting on January 9, 2025**
- B. Treasurer's Report for the month ending November 30, 2024**
- C. Personnel Agenda**
- D. Recommendations of the Committee on Special Education from the meetings of August 14, 2024, November 14, 18, 20, 21, 2024, December 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 27, 30, 2024, January 6, 7, 8, 2025 and from the Committee on Preschool Special Education from the meetings of December 10, 17, 19, 2024**
- E. Transportation Contract between a Parent and the Victor Central School District**

- F. Adoption of the grade 6 textbook: *Elijah of Buxton* by Christopher Paul Curtis**
- G. Acceptance of the Extraclassroom Activity Funds, and Single Audit Reports for year ended June 30, 2024**
- H. Acceptance of the contract with SWBR Architects to provide Architectural Services for the Capital Project**

**7. A. Campus News**

- B. Management Plan; Work-Based Learning/Career Technical Education Update**  
*(Karen Finter, Brian Siesto, Sue Utz, Colin Wightman, Gianna Arnitz; 20 min.)*

- C. Management Plan; Multi-Tiered Systems of Support** *(Karyn Ryan, Rob DeRose, Heidi Robb and Jim Mauro; 20 min.)*

- D. Budget Development Update:** *(Dick Stutzman ; 20 min.)*

- **Transportation**
- **Buildings, Grounds and Facilities**
- **Security**

✓

- E. Rescind the following trip:**

- **Students in grades 9-12 to Spain and Portugal from 6/30/2025 to 7/10/2025**

✓

- F. Approve the following trips:**

- **Outdoor Activities Club to Lake Placid, New York from 2/27/25 – 3/2/25 for an Adirondack Mountain trip**
- **DECA to Rochester, New York from 3/5/25 – 3/7/25 to participate in New York State DECA State Career Conference**
- **Victor Robotics to Cleveland, Ohio from 4/2/2025 to 4/5/2025 to compete in the FRC Buckeye Regional Competition**
- **Senior Student in Wind Ensemble to Hartford, Connecticut from 4/24/2025 – 4/27/2025 to participate in the Nafme Eastern Division Honors Ensemble Band**
- **Football team to Clinton, New York from 7/20/25 – 7/24/25 to participate in Gridiron Champions Football Camp**

- G. Policy Review: Second reading of the following policy:**

- **Weapons in School and the Guns-Free School Act; Policy 8131**

- H. Policy Review: First reading of the following policy:**

- **School Volunteers and Visitors to the School; Policy 1901**

**8. Meeting Reports**

- A. Monroe County School Boards Association Committee Reports**
- B. Standing Committee Updates**

**9. Upcoming Events**

- A. Budget Workshop, Thursday, January 23, 2025 at 6:30 PM**
- B. Next Regular Board Meeting, Thursday, February 13, 2025 at 7:15 PM**
- C. Budget Workshop, Thursday, February 27, 2025 at 6:30 PM**

✓ **10. Adjourn**

**VICTOR CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**Unapproved Minutes of the Regular Meeting of December 12, 2024**

**Early Childhood School Auditorium/Boardroom**

**953 High Street**

**Victor, New York 14564**

**CALL TO ORDER** President Tim DeLucia 6:18 PM.

**Members Present** Bryan Adams, Tim DeLucia, Lisa Kostecki, Elizabeth Mitchell, Christopher Parks (arrived at 7:35 PM), Carol Prescott, Adam Snyder

**EXECUTIVE SESSION** A motion was made by E. Mitchell, seconded by C. Prescott, to enter executive session at 6:18 PM to discuss a student discipline appeal as well as the employment history of specific individuals.  
The motion was carried. 6 yes 0 no 0 abstentions

**REGULAR SESSION** A motion was made by B. Adams, seconded by L. Kostecki, to return to regular session at 7:01 PM.  
The motion was carried. 6 yes 0 no 0 abstentions

**RESOLUTION DETERMINING THE APPEAL OF A STUDENT DISCIPLINARY MATTER:**

The following motion was made by E. Mitchell, seconded by C. Prescott:

**WHEREAS**, the Board of Education of the Victor Central School District (the “Board”) received a written appeal from a student disciplinary matter arising under the District’s Code of Conduct Policy; and  
**WHEREAS**, the Board has considered the matter in executive session, to protect the privacy of a student’s education records and personally identifiable information under Federal and State Law, pursuant to a motion made and approved under Public Officers Law §108(3) during the regular business meeting of the Board on December 12, 2024; and

**NOW, THEREFORE, BE IT RESOLVED**, that having reviewed the paperwork and due deliberation having been had, the appeal is denied, and the decisions of the building administration and the Superintendent of Schools are affirmed.

**AND IT IS FURTHER RESOLVED**, that the President of the Board of Education, or the District Clerk as designee of the President, is hereby authorized to prepare a letter consistent with this Resolution and with the deliberations in Executive Session to be prepared, signed and mailed to the appellant; and to include in that letter language appropriate to inform the appellant of the time and manner in which an aggrieved party may file an appeal of this decision with the New York State Commissioner of Education;

**AND IT IS FURTHER RESOLVED**, that this Resolution shall take effect immediately.

A roll call vote was taken. T. DeLucia – appeal denied, B. Adams – appeal denied,  
L. Kostecki – appeal denied, E. Mitchell – appeal denied, C. Prescott – appeal denied,  
A. Snyder – appeal denied. The motion was carried. 6 yes 0 no 0 abstentions

**APPROVE AGENDA:** A motion was made by E. Mitchell, seconded by L. Kostecki, to approve the agenda for the meeting. The motion was carried. 6 yes 0 no 0 abstentions

**PRESENTATIONS/RECOGNITIONS:** Mr. DeLucia introduced Director of Health, Physical Education and Athletics Duey Weimer who started out by recognizing the Unified Bowling Team. He introduced head coach Johanna Arnitz. Coach Arnitz started out by thanking the Board of Education for showcasing



the Victor Unified Bowling Team. They are the Section V Far East Champions. She said they are a comprehensive team of 26 students representing athletes from a variety of programs in grades 9-12. Coach Arnitz said each athlete and partner contributed to the successful season not only with pin totals but with laughter, secrete handshakes and celebration dances. She then read the names of the athletes and partners and thanked them for a memorable season. The students were presented with certificates acknowledging their accomplishments.

Mr. Weimer then went on to introduce Girls' Swimming Coach Brett Leader. Coach Leader spoke about 2024 Section V Class A 200 Yard Freestyle and 100 Yard Butterfly Champion Meredith Hogan. He said she has been on the Varsity Swim Team for 5 seasons. During that time, she has had an amazing career and had earned many awards and honors. She has been an 8-time Section V Class A Champion, a 4-time Individual New York State Championship Qualifier and a 13-time New York State Finalist. Coach Leader said she went undefeated in dual meet races during her senior season taking two more sectional titles. The Monroe County coaches named her Swimmer of the Year and the Class A coaches voted her Swimmer of the Meet. Coach Leader said her accomplishments in the pool are many, but he will always remember her for giving a competitive boost at the time when the team needed it most with enough energy and positivity for the entire team. He said he is grateful for the legacy Meredith will leave with the program. She was presented with a certificate recognizing her accomplishments.

Board President DeLucia introduced Music Teachers Gretchen Judge, Kristin Mellema and Laura Brewer who presented the New York State School Music Association All-State Recognitions. They started out by recognizing students who participated in the NYSSMA Conference All-State. Ms. Judge said these students were selected through a rigorous solo evaluation and were ranked among the best in New York State. They spent last weekend practicing in Rochester and performing at the Eastman Theatre with top students from New York. She said they were additionally recognized last week by Spectrum News. Ms. Judge then went on to recognize the students who were selected for the Junior and Senior High Area All-State. These students went through a similar audition round as the Conference All-State students. They were rigorously evaluated on a solo performance as well as on scales and site reading. They scored among the best in the greater Rochester area. She said they spent a weekend rehearsing and performing with other selected students from this part of New York State. All students were presented with certificates acknowledging their accomplishments.

Mr. DeLucia went on to introduce Senior High School Fall Play Director and Senior High English Teacher Jeremy Hawkinson who spoke about the performance of *Snow Angel*. Mr. Hawkinson said they started in September with 16 scripts at a table and put together a wonderful and touching production. He said the cast and crew have gotten back a lot of great feedback. He went on to introduce those in attendance. He thanked the staff for their help with the production behind the scenes, for Principal Siesto for supporting the theatre program, Superintendent Terranova and the Board of Education for the continued recognition. Each cast and crew member were given a certificate acknowledging their accomplishments.

Mr. DeLucia introduced Junior High School Musical Director and Senior High English Teacher LeeAnne Birkemeier who spoke about the performance of the *Addams Family* musical. Mrs. Birkemeier thanked Dr. Terranova and the Board of Education for supporting the music program and the recognition. She also extended her gratitude to the entire production team, the volunteers, and the parents. She said it was quite an undertaking with just about 100 students involved in the cast, crew and orchestra. There was a huge ensemble cast that involved teamwork, commitment and dedication. Mrs. Birkemeier said it is the best learning experience Junior High kids can have. Each student was presented with a certificate acknowledging their accomplishment.

Board President DeLucia said he is always impressed at the talent they have at Victor Central Schools.

**SUPERINTENDENT’S UPDATE:** Superintendent Terranova congratulated all the students who were recognized. He said it is an illustration of a comprehensive school district that values kids. He then provided an advocacy update, which is being led by the Board of Education. Dr. Terranova said one of the major sources of revenue is Foundation Aid. The state is redoing the formula for the Foundation Aid a year after our District was finally able to get 100% of the previous formula granted. The Board is sending a message to state legislators that we need at least inflationary increases in the Foundation Aid over the next several years so the District can successfully support the existing staff and the needs we have in our unique community, which has grown over the past 20 years. The other advocacy point is around zero emission bussing. Dr. Terranova said we are all fans of sustaining the environment and doing things appropriately, however the state has created a potential process that could cost the state billions of dollars and the Victor Central School District millions of dollars by having an electric bus initiative where the District would have to shift completely over to electric buses in the next 12-13 years. He said thanks to the leadership of the Board, Dr. Terranova has approved a study of the District’s own transportation system through a company called Polaris, which will take a deep dive into the District’s bussing needs and the cost of switching over 80 buses to electric buses.

**PUBLIC PARTICIPATION:** None at this time

**CONSENT ITEMS:** A motion was made by C. Parks, seconded by L. Kostecki, to approve, upon recommendation of the Superintendent, the following consent items:

**MINUTES:** Minutes of the Regular Meeting of November 14, 2024

**FINANCIAL STATEMENTS:** Treasurer’s Report for the month ending October 31, 2024

**PERSONNEL:** *All appointments on these pages are made in compliance with New York State Education Law relating to criminal history background clearances for new employees. Conditional clearances under that law have been requested for all new employees.*

**Instructional**

**Probationary  
Appointments:**

The probationary appointment of **Maeve Robillard**, who will have certification as a Teacher Assistant by March 31, 2025, to a probationary position as a Teacher Assistant, effective December 16, 2024, at an annual salary of \$27,923, which will be prorated based on her start date, leading towards tenure as a Teacher Assistant.

The probationary appointment of **Tyler Mounnarat**, who has pending certifications in Students with Disabilities Grades 7-12 and Mathematics Grades 7-12, to a probationary position as a Special Education Teacher, effective December 16, 2024, at an annual salary of \$46,726, which will be prorated based on his start date, leading towards tenure in Special Education.

**Tenure Appointments:** The appointment to tenure of **Nichole Swansfeger**, who is certified in Childhood Education Grades 1-6, Students with Disabilities Grades 1-6, Students with Disabilities Birth-Grade 2, and Early Childhood Education Birth-Grade 2, upon the successful completion of her probationary period as a Special Education Teacher, effective January 2, 2025.

The appointment to tenure of **Jennifer Grimes**, who is certified in English to Speakers of Other Languages and as a School Building Leader, upon the successful completion of her probationary period as an Assistant Principal, effective December 12, 2024.

**Long Term Substitute Appointments:** The appointment of **Christin Crossing**, who has pending certifications in Early Childhood Education Birth-Grade 2 and Students with Disabilities Birth-Grade 2, to a long term substitute position as an Elementary Teacher, effective September 23, 2024, and ending June 30, 2025, at an annual salary of \$46,726, which will be prorated based on the length of the assignment.

**Resignations:** The resignation, due to retirement, of **Anne Stekl**, Foreign Language Teacher, effective June 30, 2025.

The resignation, due to retirement, of **Michele Linse**, Library Media Specialist, effective June 30, 2025.

<b>Per Diem Substitutes:</b>	<b><u>Candidate</u></b>	<b><u>Area of Certification</u></b>
	Dylan Pryce	Uncertified
	James Andre	Physical Education
	Hannah Weeden	Uncertified
	William Straub	Music
	Zachary Birkemeier	Uncertified

**Non-Instructional Appointments:**

The appointment of **Katheryn Sheridan**, from Substitute Food Service Helper to Part Time Food Service Helper, effective December 2, 2024, at an hourly rate of \$15.55.

The appointment of **Joshua Bonilla Medina**, Full Time Cleaner, effective November 18, 2024, at an hourly rate of \$16.28.

The appointment of **Armando Bandres**, Part Time Cleaner, effective November 15, 2024, at an hourly rate of \$16.54.

The appointment of **Oglamilca Adams**, Account Clerk/Typist, effective December 9, 2024, at an hourly rate of \$20.20.

The appointment of **Paul Paddock**, from Substitute Cleaner to Part Time Cleaner, effective November 25, 2024, at an hourly rate of \$16.95.

The appointment of **Heather Firkowski**, Part Time Teacher Aide, effective November 20, 2024, at an hourly rate of \$15.55.

The appointment of **Linda Casazza**, Part Time Teacher Aide, effective December 11, 2024, at an hourly rate of \$15.55.

The appointment of **Allison Brundage**, Part Time School Bus Monitor, effective November 18, 2024, at an hourly rate of \$15.55.

The appointment of **Jessica Shoemaker**, Part Time School Bus Monitor, effective November 12, 2024, at an hourly rate of \$15.55.

The appointment of **Leanne Goldblatt**, Full Time Teacher Aide, effective December 9, 2024, at an hourly rate of \$15.55.

The appointment of **Kathryn Selleck**, Secretary to the Superintendent of Schools/District Clerk, effective January 6, 2025, at an annual rate of \$71,500, which will be prorated based on her start date.

**Resignations:**

The resignation of **Alessio Giacobone**, School Bus Driver, effective November 15, 2024.

The resignation, due to retirement, of **Linda Buwalda**, School Bus Driver, effective January 10, 2025.

The resignation of **Michelle Palazzo**, Part Time Teacher Aide, effective November 25, 2024.

The resignation of **Kathryn Selleck**, Claims Auditor, effective January 5, 2025.

**Per Diem and  
Substitute Positions:**

<u><b>Candidate</b></u>	<u><b>Position</b></u>
Mackenzie Hoad	Lifeguard
Giana Huff	Lifeguard
Natalie Crossing	Lifeguard
Linda Buwalda	School Bus Driver
Emma DeRoller	Teacher Aide
Michelle Palazzo	Teacher Aide
Emma Koch	Lifeguard
Elizabeth Ricci	Lifeguard
Ellise Valdes	Lifeguard
Christopher Raimondi	School Bus Driver Trainee/ School Bus Monitor
Daniel Kirsch	Lifeguard

**CSE/CPSE RECOMMENDATIONS:** Recommendations of the Committee on Special Education from the meetings of October 30, 31, 2024, November 4, 5, 6, 7, 8, 12, 13, 14, 15, 19, 20, 21, 22, 25, 26, 2024, December 2, 4, 2024 and from the Committee on Preschool Special Education from the meetings of October 18, 25, 2024, November 19, 20, 21, 25, 26, 2024 and December 10, 2024.

**DONATIONS:** \$1,250.00 from the Victor Cheerleaders Boosters Association to the Victor Central School District to be applied toward the custom music mix for the winter 2025-2025 competitive cheerleading season and \$20.00 from Tops Market to the Victor Central School District to support the Junior High Musical. Dr. Parks thanked the Cheerleading Boosters and Tops Market for their donations.

**TRANSPORTATION CONTRACT BID:** Award the Transportation Contract Bid to Transpo Bus Services, LLC as the lowest responsible bidder meeting specifications.

**TAX COLLECTORS REPORT:** The Victor Central School Tax Collector's Report for the 2024-2025 school year as submitted.

**SURPLUS:** Declare the following as surplus: 150 copies of *All's Fair in Middle School* text with ISBN #9780525429999.

**BOND RESOLUTION:** The attached Bond Resolution of Victor Central School District, New York, adopted December 12, 2024, authorizing the construction of improvements and alterations to various District buildings and sites; stating the estimated total cost thereof is \$99,419,031, appropriating said amount therefor, including the expenditure of \$28,431,861 from various District Capital Reserve Funds; and authorizing the issuance of \$70,987,170 serial bonds of said District to finance the balance of said appropriation.

The motion to accept the foregoing consent items was carried.

7 yes 0 no 0 abstentions *(end of consent items)*

**CAMPUS NEWS:** VCS administrators summarized campus news and events.

**NEW COURSE PROPOSAL; Data Systems and Algorithms (DSA):** PreK-12 Director of Math and Science Carrie Goodell started out by saying it is a unique course proposal as it's not a course proposal being added into a department that has an extensive course catalogue. It is the first step of a growth action plan that was developed with the Computer Science Program Review. The action plan will enhance the current program into a unique and cutting edge academic pathway that prepares students for experiences in a professional field that advances every day. She thanked Assistant Superintendent for Instruction Karen Finter, Senior High Principal Brian Siesto, Superintendent Terranova, and the Board of Education, along with the members of the program review, for supporting the vision. Mrs. Goodell shared a special thanks to Mathematics and Computer Science Teacher Chris Wuest who has been a great partner in the work. His passion and pride in the program has a lasting impact on the students. Mr. Wuest then shared the rationale and the intended instructional focus for the new course. He said technology is not going away, it is only getting bigger. The United States Bureau of Labor Statistics indicates that "Computer Science related jobs are expected to increase by 25% over the next 10 years." Mr. Wuest said about 60% of the students who have gone through his program are in the field. He said in 2012 he had 16 students in his classroom. There are now at 120 students not including freshman. He said it is beyond due and for the students who won't end up going into computer science it helps students think, how to deconstruct a problem and make them more successful thinkers in the future. Mr. Wuest then provided an overview of where they have been and where they hope to go. Right now, the District has Computer Science 1 and 2

for 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> graders. AP Computer Science is for students who have successfully completed Computer Science 1 and 2. If a student has completed the full cycle there is an opportunity to go into Independent Study. Mr. Wuest said last year he had 12 students doing Independent Study. Data Systems and Algorithms focuses on the study of arrays, array lists, tree and graph structures, nested data structures, objects, classes, inheritance, interfaces, object-oriented collection class libraries for abstract data types. Students will develop problem solving capabilities by expanding understanding of algorithms and data structures. Course experiences will better prepare students for college and/or post-secondary Computer Science studies. Mr. Wuest said the long-term goal is to make it a Gemini or a co-seated course. Mrs. Prescott said they appreciate everything Mr. Wuest has done for the Computer Science Department at the Senior High School. She said he inspires kids in so many ways. She said this is something that is needed because students would get through the first levels and then get to their senior year and have nothing. Mrs. Mitchell asked Mr. Wuest to walk the Board through what his course load would be in a semester. Mrs. Kosteki said the most exciting part of this is being able to open this up to younger students and expand the program.

**COURSE APPROVAL:** A motion was made by E. Mitchell, seconded by C. Prescott, to approve the Data Systems and Algorithms (DSA) course. The motion carried. 7 yes 0 no 0 abstentions

**BUDGET DEVELOPMENT; Review the 2025-2026 Budget Rollover-Expenses Only:** Interim Assistant Superintendent for Business Richard Stutzman provided the Board of Education with a rollover budget update for the 2025-2026 school year. He started out by reviewing the goals of the budget. The goals are to enhance a comprehensive education the VCS community expects, improve the alignment of resources toward the District's Strategic Plan, maintain the stabilization of Reserves, maximize the use of every dollar spent, maximize the ability to generate aid for future years, and transparency. Mr. Stutzman said in the four years he was gone from Victor what the District did with the Capital Reserves is wonderful. He said a rollover budget is the cost to maintain existing staffing levels with contractual changes from the 2024-2025 school year to the 2025-2026 school year. It does not have any adjustments made to any non-personnel related items such as tuition, supplies and materials, contractual expenses, or equipment. It also does not include any retirements. The rollover budget helps the District to understand the revenue needed to balance the 2025-2026 budget. Mr. Stutzman then went over the numbers in the rollover budget. There will be an increase in teachers' salaries who are in the Teachers' Retirement System (TRS). This is based on a contractual requirement. The increase will be nearly \$1.35 million or 3.7%. For those that are in the Employee Retirement System (ERS), these are the support people in the District, based on contractual obligations there will be an increase of \$565,000 or 4%. Mr. Stutzman said the fringe benefits is where it gets scary. From the 2024-2025 school year to the 2025-2026 school year there is an increase in a little over \$3 million or a 10.29% increase. The total personnel budget is a little over \$80 million currently which would increase to a little over \$85 million. The rollover budget is nearly a \$5 million increase or 6.19%. He said a year ago it was 6.72%. With regards to other expenditures and these include equipment, contractual/tuition, supplies, library books, software, textbooks, BOCES, and debt service will basically remain flat for the 2025-2026 school year for now. Mr. Stutzman said he knows that will not be true as there will be cost increases. The personnel rollover budget is an increase of 6.19% and the non-personnel items are at (0.010%). The current budget is at \$103,224,919 and the rollover budget as it stands right now is at \$108,169,543 for an increase of \$4,944,624 or an increase of 4.79%. A year ago, the rollover budget was 4.34%. There are three budgetary considerations that have volatility that need to be considered and they are varying interest rates on investments, changes to the Teacher Retirement System (10%) and Employee Retirement System contribution rates (16%), and health insurance premiums are increasing 15%. Mr. Stutzman said due to recent interest rates, the District has experienced year-end surpluses that have resulted in increased reserves. He said it was the stimulus money and the interest that helped the District finance the Capital Project. Pension contributions are a percentage of salaries and are based on how the pension funds are performing. These rates can shift

dramatically, so there is potential for sharp increases and decreases in pension costs. Mr. Stutzman then went over the next steps. He said he will be meeting with departments and buildings to review the non-personnel budgetary needs. The Assistant Superintendent for Personnel will meet with departments and buildings to discuss personnel budgetary needs. Mr. Stutzman said he will then calculate the costs of the requests and present them to the District Cabinet, who will then review and prioritize the needs as they try to close the gap between the expenditures and the revenues. Once the District starts to receive revenue information, the Governor's proposal comes out towards the end of January, the District will have a better concept of budgetary parameters. Mr. Stutzman said the one unknown is what the Governor will do with Foundation Aid. The hope is she will at least come out with inflationary increases, which would be a little over 3%. The recommendations will be reviewed by the Board of Education twice a month for the next three months, with a final budget recommendation to be adopted by the Board of Education at the April 10, 2025 meeting.

**MANAGEMENT PLAN; Special Education Update:** Assistant Superintendent for Pupil Services Karyn Ryan, the Director of Special Education PreK-6 Amanda Tripp and the Director of Special Education 7-12 Shannon Markin-McMurtrie highlighted the special education data related to the classification rate and graduation rate for the cohort 2023-2024 as well as data for the current students for the 2024-2025 school year, the department goals and the connection of the department goals. Mrs. Ryan started out by talking about the District's graduation rate for the 2023-2024 cohort for all students. This graduation rate was 96.4%. For students with disabilities the graduation rate was 77.8%. The state's target rate for students with disabilities is 75%. Mrs. Ryan said prior to COVID the average graduation rate for students with disabilities in Victor was 55%. There has been a fluctuation in the graduation rate over the last three years which can be contributed to a combination of factors around COVID and the states temporary exemptions around Regents Exams. She said the Special Education Department will continue to build upon a focused effort to ensure consistent graduation improvement for students with disabilities and also for other students in at risk populations. Mrs. Ryan said in the 2023-2024 school year there were 560 students who received special education services, with a classification rate of 14%. The state's average classification rate is 19%. The implementation of a Multi-Tiered System of Supports (MTSS) has a significant impact on special education by promoting early intervention and enhancing individualized supports for students. MTSS emphasizes the importance of identifying students who are struggling early on. Mrs. Ryan then went on to talk about New York State Indicator 5. Indicator 5 emphasizes the rights of students with disabilities to be educated in the Least Restrictive Environment (LRE). It tracks the extent in which students with disabilities are included in the general education setting. She said they are highlighting this indicator because during the 2024-2025 school year and through the next school year the New York State Education Department is moving away from a compliance-based measure to a performance-based measure. Right now, the state frames LRE as the fundamental right to receive special education supports in a classroom and setting with, to the maximum extent appropriate, general education peers. Only when a student's education cannot be achieved due to the nature or severity of the disability, should placements in a special class or a special school be recommended. Mrs. Ryan said in Victor there is a culture of collaboration and a strength-based approach that is fostered. Educators, students, and parents/guardians work together to create a learning environment where every student can thrive and reach their fullest potential in the LRE. Ms. Markin-McMurtrie talked about the Special Education Department placing a large emphasis on the goal of strengthening knowledge around research based instructional practices. These practices have a direct correlation on supporting students in the LRE both academically and socially/emotionally. She said this year they have built capacity on specialized reading, Integrated Co-Taught (ICT) practices, backward planning through the lens of differentiation, and implementing a viable curriculum within the highly specialized programs. She then went on to talk about the backward planning process. Teachers are engaged in the backward planning process to ensure students have access to the core curriculum and grade level standards through the lens of differentiation. Teachers

are planning with related service providers to coordinate instruction across settings to access the core curriculum. Teachers with the specialized programs are backward planning utilizing the TEACH model. Ms. Markin-McMurtrie said when visiting classrooms the evidence of the work is in the instructional practices, which include active participation of all students, students providing evidence of their own thinking, productive struggles in challenging concepts that build students up rather than preventing them from doing their own learning, and classroom communities where students are treated with respect and dignity. Mrs. Tripp talked about another area of focus for the Special Education Department, which is around strengthening teams to use a consistent multi-tiered problem-solving approach. During conversations the multi-disciplinary team considers the significance of the LRE and the impact on the students. LRE is not only a requirement of the state is also a belief and philosophy of the District and the Special Education Department. Mrs. Tripp then talked about how discussions are framed through the problem-solving process. She said teams are engaged in data meetings to support high level problem solving for students. Teams are engaged in cohort progress monitoring meetings for students within grades 9-12. Teachers on Special Assignments (TOSAs) collaborate with teams to support the implementation of best practices to support student growth. Evidence of the work can be seen through clearly targeted goals, aligned supports and resources, progress that is defined and measured in professional development along with being aligned with areas of need. Mrs. Tripp talked about a Special Education Department area of focus aligned with clear, consistent, and transparent communication systems to all members of the department. This goal is directly related to feedback from the department from the annual survey, follow-up focus groups, and refinement with the teacher leaders. The focus on supporting clear communication in the department has been framed around increasing consistent messaging K-12 through weekly communications. Also, a Special Education Dashboard has been created to house resources, professional development offerings, Committee on Special Education practices and forms. Mrs. Tripp said they are deepening their connections with parents/guardians, which started in the summer by providing each parent with an information packet tailored to their child's services and supports. Coffee hours are hosted by the Directors of Special Education, differentiated parent night offerings have taken place along with presentations and collaborating with the parent groups to support parent needs. She said a survey was sent this fall to the parents to gain insights on what resources they would like. Mrs. Tripp said the Special Education Department will foster strong partnerships with all stakeholders, including the out-of-district programs, consultants, and specialized support services. Ms. Markin-McMurtire talked about the work that can be celebrated and the work they are still focusing on. Board President DeLucia thanked them for the presentation as it was very informative.

**APPROVE TRIPS:** A motion was made by E. Mitchell, seconded by L. Kostecki, to approve the following trips: Senior Trip to Boston, MA from 3/20/2025 – 3/22/2025; Victor Indoor Percussion Ensemble (VIPE) to Toms River, NJ from 3/21/2025 – 3/23/2025 to participate in the WGI East Regional Championship; DECA to Orlando, Florida from 4/26/2025 – 4/30/2025 to participate in the International Career Development Conference. The motion was carried. 7 yes 0 no 0 abstentions

**POLICY REVIEW:** First Reading of Policy 8131, Weapons in School and the Gun-Free Schools Act. Mrs. Mitchell asked for clarification around the paragraph, “Students with disabilities continue to be entitled to all rights set forth in the Individuals with Disabilities Act and Education Law Article 89. This policy does not authorize suspension of students with disabilities in violation of those authorities.” Dr. Terranova said if a student with disabilities had a weapon in school the same procedure would be followed as with a general education student. The only difference would be if they went to a Superintendent's Hearing for a long-term suspension and they were found guilty in the hearing they then go into a Manifestation Meeting to decide whether the child's disability had a significant impact on the actual event. That would determine whether the suspension would be continued, or another placement would take place. Mrs. Mitchell then asked for clarification around the paragraph, “This policy also does



not diminish the authority of the Board to offer courses in instruction in the safe use of firearms in accordance with education Law Section 809-a.” Dr. Terranova said we don’t do this, however according to the law the District could. It does not prohibit some type of work around the safety of firearms. He said no course can be approved without Board of Education approval.

## **MEETING REPORTS:**

**Monroe County School Board Association Committee Reports:** Mrs. Kostecki talked about the two MCSBA Advocacy Meetings she attended on Monday, December 9<sup>th</sup> with State Senators and Assemblymember representatives. There were five main topics that were discussed with all of them including Foundation Aid, zero-emission buses, the Free and Reduced Lunch Program, safety and security including emotional and mental health services and staff shortages. MCSBA prepared talking points there was some good feedback and questions along with guidance on different things Boards of Education could do including attending the Legislative Breakfast that is happening on February 1st at Shadow Lake. She said they were good meetings, and the legislators were very engaged.

**Standing Committee Updates:** Mrs. Mitchell said her current work district, where she teaches, has created an Advocacy Committee being composed of Board of Education representatives, district administrative leadership, association and teacher leadership, other teachers, PTSA, community members including business owners and others that are not affiliated with her work district. They have several initiatives underway that include a form letter campaign for staff and community members that is a pre-written letter to legislators that include several of the talking points Mrs. Kostecki mentioned along with several talking points specific to her work district. Mrs. Mitchell said she wondered if it might be something the Victor Board of Education might consider, in conjunction with District leadership, creating a broad coalition around advocacy as they enter the budget. She feels it’s important to talk about it now as after the first of the year things start to ramp up. She feels it is a way for the District community, along with the larger Victor-Farmington community, to rally behind the kids and staff because it is known this could potentially be a complicated budget cycle. Community members and family members have rallied behind the District before and it might be a way to organize and get some clear things in place in order to contact legislators as they enter their budget cycle. Mrs. Kostecki said she does like the idea. She said the District saw what happens when the community is engaged in the most recent Capital Project. There was a huge turnout and a ton of support and something like an Advocacy Committee could help with the budget cycle. President DeLucia said he thinks it’s a great idea and he would support it. His question is how do they do it? Mrs. Kostecki said, and how quickly can they do it? Dr. Terranova said there is a Board Sub-Committee that is an Advocacy Committee. Mr. DeLucia said there are two Board members on the committee, the Board President and Board Vice-President. Elizabeth said she would be interested in sitting on the sub-committee. Mr. DeLucia said with Mrs. Mitchell’s guidance and leadership they could facilitate the process. How they reach out to staff members and other community members they would have to meet and think about. Mr. DeLucia said they could start out with Mrs. Kostecki, Mrs. Mitchell and himself meeting. If others are interested in that sub-committee someone could drop out and another could join. Mrs. Mitchell said if the group was interested in the idea, she was hoping they could meet next week prior to one of the meetings with the legislators. Mr. DeLucia said the other way to meet would be having a workshop where everyone could be included. Mrs. Mitchell said the only reason she would say maybe not would be because time is of the essence with organizing the group. District Clerk Maureen Goodberlet reminded the Board they also have their Board Retreat on Tuesday, December 17<sup>th</sup>. She said she knows it is a full agenda, however if it ended early or if Board members could stay for an additional 30 minutes or so they could meet then as they would already be together. The Board thought that was a good idea. They would start discussing it at the retreat and if there is more that needs to be discussed then Mrs. Mitchell, Mrs. Kostecki and Mr. DeLucia could meet before one of the meetings with the legislators. Mrs. Mitchell said it would be helpful that Amy Thomas from Monroe County School Boards Association will be at the retreat as well as she could give them some insight. Dr. Parks said his

only question was going to be, why wouldn't the Board do this. When we have engaged the community, they move mountains. The idea is great is only suggestion would like to see the student voice represented as well. Dr. Parks said if the Board has ideas about talking points it would be helpful to email them to the entire Board prior to the workshop to help guide that discussion.

**UPCOMING EVENTS:**

The next regular Board meeting will take place on Thursday, January 16, 2025 at 7:15 PM in the Early Childhood School Auditorium. There will be a Budget Workshop on Thursday, January 23, 2025 at 6:30 PM in the Boardroom

**ADJOURN:** A motion was made by A. Snyder, seconded by E. Mitchell, to adjourn the meeting at 9:19 PM. The motion was carried. 7 yes 0 no 0 abstentions

Respectfully submitted,

Maureen A. Goodberlet  
District Clerk

**VICTOR CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**Unapproved Minutes of the Special Meeting of January 9, 2025**

**Early Childhood School Conference Room A**

**953 High Street**

**Victor, New York 14564**

**CALL TO ORDER** President Tim DeLucia called the meeting to order at 5:38 PM.

**Members Present** Bryan Adams, Tim DeLucia, Lisa Kostecki, Elizabeth Mitchell,  
Christopher Parks, Carol Prescott, Adam Snyder

**APPROVE AGENDA:** A motion was made by C. Parks, seconded by E. Mitchell, to approve the agenda for the meeting. The motion was carried. 7 yes 0 no 0 abstentions

**EXECUTIVE SESSION:** A motion was made by B. Adams, seconded by L. Kostecki, to enter executive session to discuss the employment history of specific individuals at 5:39 PM.  
The motion was carried. 7 yes 0 no 0 abstentions

**REGULAR SESSION:** A motion was made by B. Adams seconded by A. Snyder, to return to regular session at 5:46 PM. The motion was carried. 7 yes 0 no 0 abstentions

**PERSONNEL:** A motion was made by E. Mitchell, seconded by L. Kostecki to approve the following personnel items:

*All appointments are made in compliance with New York State Education Law relating to criminal history background clearances for new employees. Conditional clearances under that law have been requested for all new employees.*

**Instructional**

**Probationary Appointments:** The probationary appointment of **Christine Griffin**, who has certification as a School District Business Leader, to a probationary position as the Assistant Superintendent for Business, effective February 10, 2025, at an annual salary of \$152,000, which will be prorated based on her start date, leading towards tenure as the Assistant Superintendent for Business.

**Non-Instructional**

**Appointments:** The appointment of **Patricia Callahan**, Internal Claims Auditor, effective January 10, 2025 through June 30, 2025, at an annual rate of \$6,240, which will be prorated based on her start date.

The motion was carried. 7 yes 0 no 0 abstentions

**ADJOURN:** A motion was made by E. Mitchell, seconded by C. Parks to adjourn the meeting at 5:47 PM. The motion was carried. 7 yes 0 no 0 abstentions

Respectfully submitted,

Maureen A. Goodberlet  
District Clerk



## Treasurer's Report

November 2024

<u>Account Description</u>	<u>Bank</u>	<u>Beginning Balance</u>	<u>Monthly Receipts</u>	<u>Monthly Disbursements</u>	<u>Ending Balance</u>
<b>Cash Accounts</b>					
General Fund Checking	Canandaigua National Bank	690,312.44	4,475,884.27	3,752,570.88	1,413,625.83
General Fund Money Market	Canandaigua National Bank	740,414.03	147.28	-	740,561.31
General Fund Tax Checking	Canandaigua National Bank	543,462.66	2,324,525.12	587,345.70	2,280,642.08
General Fund Tax Money Market	Five Star Bank	3,858,193.36	540,874.63	4,396,582.32	2,485.67
Multifund Insured Cash Sweep	Five Star Bank	17,960,614.02	4,453,841.51	3,275,423.72	19,139,031.81
School Lunch Fund Checking	Canandaigua National Bank	13,767.25	242,083.40	248,589.81	7,260.84
School Lunch Fund Money Market	Canandaigua National Bank	658,851.76	314,278.48	328,694.08	644,436.16
Special Aid Fund Checking/Sweep	Canandaigua National Bank	358,892.53	478,574.00	262,021.76	575,444.77
Capital Fund Checking-29M	Canandaigua National Bank	337,056.64	8.01	-	337,064.65
Trust & Agency Fund - Checking	Canandaigua National Bank	561,235.48	1,641,257.58	1,641,476.16	561,016.90
Trust & Agency Fund - Payroll Checking	Canandaigua National Bank	307.48	40,907.35	40,076.13	1,138.70
Trust & Agency Fund - Direct Deposit Checking	Five Star Bank	81.32	3,276,641.49	3,276,641.49	81.32
<b>Total Cash</b>		<b>\$ 25,723,188.97</b>	<b>\$ 17,789,023.12</b>	<b>\$ 17,809,422.05</b>	<b>\$ 25,702,790.04</b>
<b>Investments</b>					
General Fund Certificate of Deposit	Canandaigua National Bank	-	-	-	-
General Fund	NYCLASS	61,777,509.46	229,017.75	3,500,000.00	58,506,527.21
Capital Fund	NYCLASS	-	-	-	-
Debt Service Fund	NYCLASS	2,954,558.73	11,073.60	-	2,965,632.33
<b>Total Investments</b>		<b>\$ 64,732,068.19</b>	<b>\$ 240,091.35</b>	<b>\$ 3,500,000.00</b>	<b>\$ 61,472,159.54</b>
<b>District Totals</b>		<b>\$ 90,455,257.16</b>	<b>\$ 18,029,114.47</b>	<b>\$ 21,309,422.05</b>	<b>\$ 87,174,949.58</b>

I hereby certify that the above cash balances are in agreement with bank statements as reconciled



School District Treasurer

Extraclass Fund

From November 1, 2024 to November 30, 2024

<u>Activities</u>	<u>Beginning Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Ending Balance</u>
CLASS OF 2023	-			-
CLASS OF 2024	-			-
CLASS OF 2025	14,189.75		349.94	13,839.81
CLASS OF 2026	3,558.33			3,558.33
CLASS OF 2027	4,047.38		200.00	3,847.38
CLASS OF 2028	2,482.73			2,482.73
CLASS OF 2029	1,227.53			1,227.53
CLASS OF 2030	1,000.00			1,000.00
AQUATIC LEADERS	-			-
ART CLUB	-			-
BUSINESS CLUB	12,318.69	6,428.64	6,178.18	12,569.15
DRAMA CLUB	8,302.98	2,352.00	232.40	10,422.58
FRENCH CLUB	6,422.50	3,090.93	115.63	9,397.80
GO GREEN GARDEN TEAM	-			-
GLOBAL COMPETENCY	360.55			360.55
INTERNATIONAL CLUB	178.00			178.00
J.H. MUSICAL	20,601.97	6,275.33	9,274.58	17,602.72
J.H. STORE	-			-
J.H. ST. CO.	402.14		104.94	297.20
J.H. YEARBOOK	1,201.77			1,201.77
KEYCLUB	520.06	3,787.63		4,307.69
MEDICAL EXPLORERS	-			-
MENTORING CLUB	2,981.07			2,981.07
Model UN	-	85.00	75.00	10.00
N.H.S.	1,673.44			1,673.44
OUTDOOR ACTIVITY	421.67			421.67
POSITIVE SCHOOL CLIMATE	3,112.10		86.17	3,025.93
SALES TAX	327.85	325.11		652.96
SEAS	132.98			132.98
S.H. ORCHESTRA	15,419.66			15,419.66
SH SCHOOL STORE	4,855.07	278.00	394.11	4,738.96
S.H. ST. CO.	20,940.21	5,007.25	100.00	25,847.46
SH YEARBOOK	3,249.69			3,249.69
SPANISH CLUB	3,138.89	544.50	320.90	3,362.49
VICTOR MUSIC SOCIETY	1,586.70			1,586.70
VICTOR CARES	9,242.91		353.06	8,889.85
WELLNESS CLUB	386.81			386.81
TOTALS	144,283.43	28,174.39	17,784.91	154,672.91

Bank Balance	163,334.59
Checks Outstanding	8,661.68
Interest Not Posted	-
Deposit from General	
Transfer to General	
Returned Checks	-
Electronic Payment	
<b>Total Reconciled Bank Balance</b>	<b>154,672.91</b>



# Victor Central School District

## Revenue Status Report As Of: 11/30/2024

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

Revenue Account	Subfund	Description	Original Estimate	Current Estimate	Year-to-Date	Current Cycle	Anticipated Balance	Excess Revenue
1001 Real Property Taxes Tom			58,737,559.00	58,737,559.00	56,589,085.59	147,098.50	2,148,473.41	0.00
1081 Other Pmts in Lieu of Taxes			3,478,225.00	3,478,225.00	3,392,891.17	2,094,389.14	85,333.83	0.00
1085 STAR Reimbursement			0.00	0.00	2,155,723.93	-150,003.07	0.00	2,155,723.93
1090 Int. & Penal. on Real Prop.Tax			50,000.00	50,000.00	210,712.91	196,110.54	0.00	160,712.91
1120 Nonprop. Tax Distrib. By Co.			100,000.00	100,000.00	27,023.56	10,711.90	72,976.44	0.00
1335 Oth Student Fee/Charges (Indiv			75,000.00	75,000.00	146,083.00	79,209.00	0.00	71,083.00
1410 Admissions (from Individuals)			5,000.00	5,000.00	3,490.00	920.00	1,510.00	0.00
2230 Day School Tuit-Oth Dist. NYS			125,000.00	125,000.00	0.00	0.00	125,000.00	0.00
2401 Interest and Earnings			100,000.00	100,000.00	1,015,738.57	288,969.62	0.00	915,738.57
2410 Rental of Real Property,Indiv.			40,000.00	40,000.00	6,209.25	365.00	33,790.75	0.00
2440 Rental of Buses			10,000.00	10,000.00	5,621.64	0.00	4,378.36	0.00
2450 Commissions			0.00	0.00	1,265.70	0.00	0.00	1,265.70
2650 Sale Scrap & Excess Material			0.00	0.00	1,678.58	0.00	0.00	1,678.58
2690 Other Compensation for Loss			0.00	0.00	2,825.00	1,105.00	0.00	2,825.00
2701 Refund PY Exp-BOCES Aided Srvc			300,000.00	300,000.00	49,876.25	48,480.00	250,123.75	0.00
2702 Refund PY Exp-Contracted Trans			0.00	0.00	55,085.00	0.00	0.00	55,085.00
2703 Refund PY Exp-Other-Not Trans			125,000.00	125,000.00	240,957.67	0.00	0.00	115,957.67
2770 Other Unclassified Rev.(Spec)			75,000.00	75,000.00	32,912.27	960.00	42,087.73	0.00
3101 Basic Formula Aid-Gen Aids (Ex			36,409,744.00	36,409,744.00	3,732,849.49	3,729,083.37	32,676,894.51	0.00
3102 Lottery Aid			0.00	0.00	7,563,876.49	184,628.87	0.00	7,563,876.49
3103 BOCES Aid (Sect 3609a Ed Law)			3,094,276.00	3,094,276.00	0.00	0.00	3,094,276.00	0.00
3260 Textbook Aid (Incl Txtbk/Lott)			247,223.00	247,223.00	65,445.00	0.00	181,778.00	0.00
3262 Computer Sftwre, Hrdwre Aid			127,536.00	127,536.00	0.00	0.00	127,536.00	0.00
3263 Library A/V Loan Program Aid			25,356.00	25,356.00	0.00	0.00	25,356.00	0.00
3289 Other State Aid			0.00	0.00	1,140.51	0.00	0.00	1,140.51
4601 Medic.Ass't-Sch Age-Sch Yr Pro			100,000.00	100,000.00	4,056.73	0.00	95,943.27	0.00
5999 Appropriated Fund Balance			0.00	430,439.34	0.00	0.00	430,439.34	0.00
<b>Total GENERAL FUND</b>			<b>103,224,919.00</b>	<b>103,655,358.34</b>	<b>75,304,548.31</b>	<b>6,632,027.87</b>	<b>39,395,897.39</b>	<b>11,045,087.36</b>

### Selection Criteria

Criteria Name: Shared: BOE Modified  
As Of Date: 11/30/2024  
Suppress revenue accounts with no activity  
Show Actual revenue in 'As Of' cycle  
Show special revenue accounts 5997-5999  
Print Summary Only  
Sort by: Fund/State Revenue  
Printed by PENNY L. JOHNSTON

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

These are estimates to balance the budget

**Victor Central School District**  
Budget Status Report As Of: 11/30/2024  
**Fiscal Year: 2025**  
**Fund: A GENERAL FUND**

Budget Account	Description	Initial Appropriation	Current Appropriation	Year-to-Date Expenditures	Cycle Expenditures	Encumbrance Outstanding	Unencumbered Balance
<b>1010 Board Of Education</b>							
4 Contractual and Other		24,000.00	23,000.00	16,559.04	0.00	2,764.69	3,676.27
45 Materials & Supplies		2,500.00	4,610.00	2,119.81	376.00	1,893.96	596.23
49 BOCES Services		4,935.00	4,935.00	1,410.00	940.00	3,525.00	0.00
<b>Subtotal of 1010 Board Of Education</b>		<b>31,435.00</b>	<b>32,545.00</b>	<b>20,088.85</b>	<b>1,316.00</b>	<b>8,183.65</b>	<b>4,272.50</b>
<b>1040 District Clerk</b>							
16 Noninstructional Salaries		51,296.00	51,296.00	21,843.20	4,248.64	8,954.75	20,498.05
<b>Subtotal of 1040 District Clerk</b>		<b>51,296.00</b>	<b>51,296.00</b>	<b>21,843.20</b>	<b>4,248.64</b>	<b>8,954.75</b>	<b>20,498.05</b>
<b>1060 District Meeting</b>							
4 Contractual and Other		9,700.00	6,200.00	1,077.01	150.00	0.00	5,122.99
45 Materials & Supplies		3,050.00	6,550.00	651.36	0.00	5,301.09	597.55
<b>Subtotal of 1060 District Meeting</b>		<b>12,750.00</b>	<b>12,750.00</b>	<b>1,728.37</b>	<b>150.00</b>	<b>5,301.09</b>	<b>5,720.54</b>
<b>1240 Chief School Administrator</b>							
15 Instructional Salaries		229,694.00	229,694.00	93,752.10	18,750.42	131,252.90	4,689.00
16 Noninstructional Salaries		51,296.00	51,296.00	21,243.10	4,248.62	8,954.84	21,098.06
4 Contractual and Other		15,200.00	15,200.00	12,798.49	3,678.83	1,968.39	433.12
45 Materials & Supplies		1,000.00	1,000.00	813.52	0.00	238.74	-52.26
<b>Subtotal of 1240 Chief School Administrator</b>		<b>297,190.00</b>	<b>297,190.00</b>	<b>128,607.21</b>	<b>26,677.87</b>	<b>142,414.87</b>	<b>26,167.92</b>
<b>1310 Business Administration</b>							
15 Instructional Salaries		157,156.00	158,156.00	85,914.79	26,537.70	89,076.39	-16,835.18
16 Noninstructional Salaries		157,363.00	143,863.00	80,024.12	22,527.75	31,390.83	32,448.05
4 Contractual and Other		7,200.00	12,200.00	10,892.23	0.00	447.00	860.77
45 Materials & Supplies		2,500.00	2,500.00	635.32	74.00	813.21	1,051.47
49 BOCES Services		105,000.00	105,000.00	32,299.15	11,266.95	72,700.85	0.00
<b>Subtotal of 1310 Business Administration</b>		<b>429,219.00</b>	<b>421,719.00</b>	<b>209,765.61</b>	<b>60,406.40</b>	<b>194,428.28</b>	<b>17,525.11</b>
<b>1320 Auditing</b>							
16 Noninstructional Salaries		0.00	7,500.00	2,600.00	520.00	3,640.00	1,260.00
4 Contractual and Other		45,000.00	45,000.00	11,000.00	0.00	16,000.00	18,000.00
<b>Subtotal of 1320 Auditing</b>		<b>45,000.00</b>	<b>52,500.00</b>	<b>13,600.00</b>	<b>520.00</b>	<b>19,640.00</b>	<b>19,260.00</b>
<b>1325 Treasurer</b>							
16 Noninstructional Salaries		88,518.00	91,518.00	40,142.82	8,402.34	51,635.54	-260.36
4 Contractual and Other		1,500.00	1,500.00	1,500.00	0.00	0.00	0.00
45 Materials & Supplies		1,000.00	1,000.00	183.48	18.50	16.52	800.00
<b>Subtotal of 1325 Treasurer</b>		<b>91,018.00</b>	<b>94,018.00</b>	<b>41,826.30</b>	<b>8,420.84</b>	<b>51,652.06</b>	<b>539.64</b>
<b>1330 Tax Collector</b>							
4 Contractual and Other		17,500.00	29,500.00	36,297.74	15,326.54	7,363.47	-14,161.21
45 Materials & Supplies		100.00	100.00	0.00	0.00	0.00	100.00
<b>Subtotal of 1330 Tax Collector</b>		<b>17,600.00</b>	<b>29,600.00</b>	<b>36,297.74</b>	<b>15,326.54</b>	<b>7,363.47</b>	<b>-14,061.21</b>
<b>1345 Purchasing</b>							

## Victor Central School District

Budget Status Report As Of: 11/30/2024

Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Current Appropriation	Year-to-Date Expenditures	Cycle Expenditures	Encumbrance Outstanding	Unencumbered Balance
16 Noninstructional Salaries		46,000.00	1,000.00	0.00	0.00	0.00	1,000.00
4 Contractual and Other		15,080.00	15,080.00	0.00	0.00	0.00	15,080.00
<b>Subtotal of 1345 Purchasing</b>		<b>61,080.00</b>	<b>16,080.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16,080.00</b>
<b>1420 Legal</b>							
4 Contractual and Other		80,000.00	110,000.00	27,966.21	14,201.00	81,241.67	792.12
49 BOCES Services		28,000.00	28,000.00	8,486.28	5,686.28	19,513.72	0.00
<b>Subtotal of 1420 Legal</b>		<b>108,000.00</b>	<b>138,000.00</b>	<b>36,452.49</b>	<b>19,887.28</b>	<b>100,755.39</b>	<b>792.12</b>
<b>1430 Personnel</b>							
15 Instructional Salaries		166,924.00	166,924.00	67,580.60	13,516.12	94,612.74	4,730.66
16 Noninstructional Salaries		224,466.00	234,466.00	114,005.10	22,353.99	126,366.45	-5,905.55
4 Contractual and Other		101,000.00	91,328.87	23,574.17	15.96	39,009.53	28,745.17
45 Materials & Supplies		1,350.00	1,350.00	0.00	0.00	0.00	1,350.00
49 BOCES Services		8,320.00	8,320.00	0.00	0.00	8,320.00	0.00
<b>Subtotal of 1430 Personnel</b>		<b>502,060.00</b>	<b>502,388.87</b>	<b>205,159.87</b>	<b>35,886.07</b>	<b>268,308.72</b>	<b>28,920.28</b>
<b>1480 Public Information and Services</b>							
15 Instructional Salaries		59,493.00	59,493.00	29,988.20	6,688.82	34,612.98	-5,108.18
16 Noninstructional Salaries		79,000.00	79,000.00	32,500.00	6,500.00	45,500.00	1,000.00
4 Contractual and Other		38,100.00	38,100.00	13,066.95	0.00	86.00	24,947.05
45 Materials & Supplies		20,100.00	20,100.00	17,018.43	164.67	425.30	2,656.27
49 BOCES Services		72,000.00	72,000.00	21,600.00	14,400.00	50,400.00	0.00
<b>Subtotal of 1480 Public Information and Services</b>		<b>268,693.00</b>	<b>268,693.00</b>	<b>114,173.58</b>	<b>27,753.49</b>	<b>131,024.28</b>	<b>23,495.14</b>
<b>1620 Operation of Plant</b>							
16 Noninstructional Salaries		2,095,655.00	1,892,155.00	552,528.40	154,744.48	428,876.42	910,750.18
4 Contractual and Other		1,258,100.00	1,352,168.21	406,034.74	90,896.66	730,593.22	215,540.25
45 Materials & Supplies		225,000.00	225,000.00	87,321.02	110.32	39,678.98	98,000.00
<b>Subtotal of 1620 Operation of Plant</b>		<b>3,578,755.00</b>	<b>3,469,323.21</b>	<b>1,045,884.16</b>	<b>245,751.46</b>	<b>1,199,148.62</b>	<b>1,224,290.43</b>
<b>1621 Maintenance of Plant</b>							
16 Noninstructional Salaries		617,416.00	687,416.00	299,854.28	75,598.50	354,083.64	33,478.08
2 Equipment		216,763.00	262,412.50	37,525.50	37,525.50	216,509.36	8,377.64
4 Contractual and Other		692,050.00	712,343.43	303,089.58	47,520.03	216,393.62	192,860.23
45 Materials & Supplies		250,000.00	289,753.75	141,699.80	5,614.54	146,021.12	2,032.83
49 BOCES Services		20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
<b>Subtotal of 1621 Maintenance of Plant</b>		<b>1,796,229.00</b>	<b>1,971,925.68</b>	<b>782,169.16</b>	<b>166,258.57</b>	<b>953,007.74</b>	<b>236,748.78</b>
<b>1622 Security of Plant</b>							
16 Noninstructional Salaries		396,283.00	396,283.00	146,735.83	37,233.45	222,515.82	27,031.35
2 Equipment		60,000.00	60,000.00	0.00	0.00	0.00	60,000.00
4 Contractual and Other		165,000.00	213,000.00	11,861.67	0.00	237,093.09	-35,954.76
45 Materials & Supplies		5,000.00	5,000.00	294.98	0.00	205.02	4,500.00
<b>Subtotal of 1622 Security of Plant</b>		<b>626,283.00</b>	<b>674,283.00</b>	<b>158,892.48</b>	<b>37,233.45</b>	<b>459,813.93</b>	<b>55,576.59</b>
<b>1670 Central Printing &amp; Mailing</b>							



**Victor Central School District**  
Budget Status Report As Of: 11/30/2024  
**Fiscal Year: 2025**  
**Fund: A GENERAL FUND**

Budget Account	Description	Initial Appropriation	Current Appropriation	Year-to-Date Expenditures	Cycle Expenditures	Encumbrance Outstanding	Unencumbered Balance
4 Contractual and Other		0.00	50,000.00	27,242.28	800.81	46,054.03	-23,296.31
<b>Subtotal of 1670 Central Printing &amp; Mailing</b>		<b>0.00</b>	<b>50,000.00</b>	<b>27,242.28</b>	<b>800.81</b>	<b>46,054.03</b>	<b>-23,296.31</b>
<b>1680 Central Data Processing</b>							
49 BOCES Services		600,000.00	600,000.00	273,851.54	-229,478.38	326,148.46	0.00
<b>Subtotal of 1680 Central Data Processing</b>		<b>600,000.00</b>	<b>600,000.00</b>	<b>273,851.54</b>	<b>-229,478.38</b>	<b>326,148.46</b>	<b>0.00</b>
<b>1910 Unallocated Insurance</b>							
4 Contractual and Other		300,000.00	300,000.00	310,191.00	-48.00	42,500.00	-52,691.00
<b>Subtotal of 1910 Unallocated Insurance</b>		<b>300,000.00</b>	<b>300,000.00</b>	<b>310,191.00</b>	<b>-48.00</b>	<b>42,500.00</b>	<b>-52,691.00</b>
<b>1920 School Association Dues</b>							
4 Contractual and Other		10,000.00	10,000.00	3,250.05	0.00	0.00	6,749.95
<b>Subtotal of 1920 School Association Dues</b>		<b>10,000.00</b>	<b>10,000.00</b>	<b>3,250.05</b>	<b>0.00</b>	<b>0.00</b>	<b>6,749.95</b>
<b>1964 Refund on Real Property Taxes</b>							
4 Contractual and Other		0.00	0.00	8,279.28	8,279.28	0.00	-8,279.28
<b>Subtotal of 1964 Refund on Real Property Taxes</b>		<b>0.00</b>	<b>0.00</b>	<b>8,279.28</b>	<b>8,279.28</b>	<b>0.00</b>	<b>-8,279.28</b>
<b>1981 BOCES Administrative Costs</b>							
49 BOCES Services		989,330.00	989,330.00	248,813.55	165,875.70	740,516.45	0.00
<b>Subtotal of 1981 BOCES Administrative Costs</b>		<b>989,330.00</b>	<b>989,330.00</b>	<b>248,813.55</b>	<b>165,875.70</b>	<b>740,516.45</b>	<b>0.00</b>
<b>2010 Curriculum Devel and Suprvsn</b>							
15 Instructional Salaries		653,836.00	753,836.00	351,049.06	55,157.50	384,422.39	18,364.55
16 Noninstructional Salaries		178,098.00	178,098.00	40,866.94	8,385.67	54,638.10	82,592.96
4 Contractual and Other		25,000.00	25,000.00	12,246.06	207.00	3,655.00	9,098.94
45 Materials & Supplies		30,900.00	132,493.69	14,280.26	124.47	73,486.39	44,727.04
<b>Subtotal of 2010 Curriculum Devel and Suprvsn</b>		<b>887,834.00</b>	<b>1,089,427.69</b>	<b>418,442.32</b>	<b>63,874.64</b>	<b>516,201.88</b>	<b>154,783.49</b>
<b>2020 Supervision-Regular School</b>							
15 Instructional Salaries		1,331,132.00	1,231,132.00	538,336.02	114,971.99	639,114.97	53,681.01
16 Noninstructional Salaries		490,884.00	492,884.00	184,607.07	48,800.67	168,015.03	140,261.90
4 Contractual and Other		13,272.00	13,272.00	0.00	0.00	4,333.08	8,938.92
45 Materials & Supplies		10,440.00	10,440.00	719.02	720.45	2,767.72	6,953.26
49 BOCES Services		0.00	20,000.00	1,771.14	1,171.14	18,228.86	0.00
<b>Subtotal of 2020 Supervision-Regular School</b>		<b>1,845,728.00</b>	<b>1,767,728.00</b>	<b>725,433.25</b>	<b>165,664.25</b>	<b>832,459.66</b>	<b>209,835.09</b>
<b>2060 Research, Planning &amp; Evaluation</b>							
4 Contractual and Other		2,800.00	2,800.00	643.69	0.00	0.00	2,156.31
45 Materials & Supplies		500.00	500.00	0.00	0.00	0.00	500.00
<b>Subtotal of 2060 Research, Planning &amp; Evaluation</b>		<b>3,300.00</b>	<b>3,300.00</b>	<b>643.69</b>	<b>0.00</b>	<b>0.00</b>	<b>2,656.31</b>
<b>2070 Inservice Training-Instruction</b>							
15 Instructional Salaries		0.00	70,000.00	68,709.86	5,335.70	0.00	1,290.14
4 Contractual and Other		10,000.00	10,000.00	0.00	0.00	500.00	9,500.00
45 Materials & Supplies		5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
49 BOCES Services		98,800.00	98,800.00	31,636.48	13,828.74	67,163.52	0.00

**Victor Central School District**  
Budget Status Report As Of: 11/30/2024  
**Fiscal Year: 2025**  
**Fund: A GENERAL FUND**

Budget Account	Description	Initial Appropriation	Current Appropriation	Year-to-Date Expenditures	Cycle Expenditures	Encumbrance Outstanding	Unencumbered Balance
<b>Subtotal of 2070 Inservice Training-Instruction</b>		<b>113,800.00</b>	<b>183,800.00</b>	<b>100,346.34</b>	<b>19,164.44</b>	<b>67,663.52</b>	<b>15,790.14</b>
<b>2110 Teaching-Regular School</b>							
10 Teacher Salaries, Pre-K		108,921.00	35,421.00	9,285.88	9,285.88	25,319.12	816.00
12 Teacher Salaries, K-6		11,517,237.00	11,596,737.00	3,162,720.13	1,051,441.95	8,363,947.44	70,069.43
13 Teacher Salaries, 7-12		10,558,660.00	10,558,660.00	2,788,431.53	923,120.29	7,336,744.19	433,484.28
14 Substitute Tchr Salaries		915,372.00	915,372.00	255,344.79	117,701.01	38,983.50	621,043.71
16 Noninstructional Salaries		1,164,879.00	1,209,879.00	350,651.74	139,371.41	662,382.54	196,844.72
2 Equipment		239,982.00	239,982.00	25,036.51	4,246.53	51,281.99	163,663.50
4 Contractual and Other		142,850.00	173,072.98	27,338.66	5,450.60	11,558.77	134,175.55
45 Materials & Supplies		436,325.00	620,274.02	399,001.91	21,806.33	94,675.73	126,596.38
471 Tuition Pd To NYS Pub Sch		60,000.00	60,000.00	0.00	0.00	0.00	60,000.00
473 Payment to Charter School		25,000.00	25,000.00	0.00	0.00	0.00	25,000.00
48 Textbooks		132,679.00	148,415.76	47,565.34	1,416.03	16,392.10	84,458.32
49 BOCES Services		438,370.00	438,370.00	94,637.28	61,332.04	343,732.72	0.00
<b>Subtotal of 2110 Teaching-Regular School</b>		<b>25,740,275.00</b>	<b>26,021,183.76</b>	<b>7,160,013.77</b>	<b>2,335,172.07</b>	<b>16,945,018.10</b>	<b>1,916,151.89</b>
<b>2250 Prg For Sdnts w/Disabil-Med Elgble</b>							
13 Teacher Salaries, 7-12		304,870.00	294,870.00	1,580.00	0.00	0.00	293,290.00
15 Instructional Salaries		4,554,788.00	4,520,788.00	1,477,904.03	484,427.31	3,766,600.73	-723,716.76
16 Noninstructional Salaries		3,813,910.00	3,813,910.00	607,015.95	198,871.12	1,381,010.75	1,825,883.30
4 Contractual and Other		303,350.00	303,420.00	35,464.26	4,020.63	241,714.81	26,240.93
45 Materials & Supplies		60,000.00	60,000.00	32,687.21	1,764.93	14,369.54	12,943.25
471 Tuition Pd To NYS Pub Sch		9,000.00	15,635.00	6,635.07	0.00	0.00	8,999.93
472 Tuition-All Other		965,000.00	981,944.80	279,396.06	71,283.08	754,433.47	-51,884.73
473 Payment to Charter School		20,000.00	20,000.00	0.00	0.00	0.00	20,000.00
49 BOCES Services		2,650,000.00	2,650,000.00	735,421.56	435,822.06	1,914,578.44	0.00
<b>Subtotal of 2250 Prg For Sdnts w/Disabil-Med Elgble</b>		<b>12,680,918.00</b>	<b>12,660,567.80</b>	<b>3,176,104.14</b>	<b>1,196,189.13</b>	<b>8,072,707.74</b>	<b>1,411,755.92</b>
<b>2259 Prg for English Language Learners</b>							
15 Instructional Salaries		533,967.00	533,567.00	143,516.62	48,779.76	384,867.71	5,182.67
45 Materials & Supplies		4,215.00	4,615.00	1,741.34	121.04	1,958.66	915.00
<b>Subtotal of 2259 Prg for English Language Learners</b>		<b>538,182.00</b>	<b>538,182.00</b>	<b>145,257.96</b>	<b>48,900.80</b>	<b>386,826.37</b>	<b>6,097.67</b>
<b>2280 Occupational Education(Grades 9-12)</b>							
49 BOCES Services		835,000.00	835,000.00	313,677.90	209,118.60	521,322.10	0.00
<b>Subtotal of 2280 Occupational Education(Grades 9-12)</b>		<b>835,000.00</b>	<b>835,000.00</b>	<b>313,677.90</b>	<b>209,118.60</b>	<b>521,322.10</b>	<b>0.00</b>
<b>2330 Teaching-Special Schools</b>							
4 Contractual and Other		0.00	0.00	1,486.00	0.00	2,872.00	-4,358.00
49 BOCES Services		38,800.00	38,800.00	16,500.00	11,000.00	22,300.00	0.00
<b>Subtotal of 2330 Teaching-Special Schools</b>		<b>38,800.00</b>	<b>38,800.00</b>	<b>17,986.00</b>	<b>11,000.00</b>	<b>25,172.00</b>	<b>-4,358.00</b>
<b>2610 School Library &amp; AV</b>							
15 Instructional Salaries		391,062.00	386,062.00	95,644.29	30,599.23	267,261.61	23,156.10
16 Noninstructional Salaries		126,009.00	131,009.00	40,320.11	12,970.24	88,705.38	1,983.51



# Victor Central School District

Budget Status Report As Of: 11/30/2024

Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Current Appropriation	Year-to-Date Expenditures	Cycle Expenditures	Encumbrance Outstanding	Unencumbered Balance
4 Contractual and Other		3,360.00	2,710.00	0.00	0.00	271.80	2,438.20
45 Materials & Supplies		7,628.00	9,278.00	3,748.62	568.87	1,799.18	3,730.20
46 Sch. Library AV Loan Prog		66,049.00	65,049.00	24,474.85	2,979.21	9,153.96	31,420.19
49 BOCES Services		88,566.00	88,566.00	21,277.40	14,174.90	67,288.60	0.00
<b>Subtotal of 2610 School Library &amp; AV</b>		<b>682,674.00</b>	<b>682,674.00</b>	<b>185,465.27</b>	<b>61,292.45</b>	<b>434,480.53</b>	<b>62,728.20</b>
<b>2630 Computer Assisted Instruction</b>							
15 Instructional Salaries		181,759.00	181,759.00	47,093.20	9,418.64	65,930.47	68,735.33
16 Noninstructional Salaries		466,308.00	456,308.00	161,250.03	40,591.67	205,687.01	89,370.96
22 State Aided Comp Hardware		155,000.00	155,000.00	24,319.32	1,203.72	14,432.60	116,248.08
4 Contractual and Other		87,000.00	101,000.00	25,814.34	6,288.90	66,022.73	9,162.93
45 Materials & Supplies		30,000.00	30,000.00	20,542.71	1,623.57	3,524.41	5,932.88
46 Sch. Library AV Loan Prog		118,000.00	118,000.00	29,132.20	352.80	27,095.92	61,771.88
49 BOCES Services		1,143,000.00	1,164,000.00	758,704.63	-177,307.04	405,295.37	0.00
<b>Subtotal of 2630 Computer Assisted Instruction</b>		<b>2,181,067.00</b>	<b>2,206,067.00</b>	<b>1,066,856.43</b>	<b>-117,827.74</b>	<b>787,988.51</b>	<b>351,222.06</b>
<b>2810 Guidance-Regular School</b>							
15 Instructional Salaries		1,435,036.00	1,360,036.00	452,936.81	119,844.98	866,545.38	40,553.81
16 Noninstructional Salaries		186,049.00	186,049.00	23,194.05	6,650.93	46,414.38	116,440.57
<b>Subtotal of 2810 Guidance-Regular School</b>		<b>1,621,085.00</b>	<b>1,546,085.00</b>	<b>476,130.86</b>	<b>126,495.91</b>	<b>912,959.76</b>	<b>156,994.38</b>
<b>2815 Health Srvcs-Regular School</b>							
16 Noninstructional Salaries		496,411.00	496,411.00	148,948.23	48,615.86	306,556.82	40,905.95
4 Contractual and Other		160,000.00	160,000.00	26,215.39	4,685.82	127,969.39	5,815.22
45 Materials & Supplies		27,000.00	27,000.00	12,795.67	201.36	1,062.01	13,142.32
<b>Subtotal of 2815 Health Srvcs-Regular School</b>		<b>683,411.00</b>	<b>683,411.00</b>	<b>187,959.29</b>	<b>53,503.04</b>	<b>435,588.22</b>	<b>59,863.49</b>
<b>2820 Psychological Srvcs-Reg Schl</b>							
15 Instructional Salaries		1,034,382.00	1,109,382.00	362,771.06	89,333.60	706,906.69	39,704.25
<b>Subtotal of 2820 Psychological Srvcs-Reg Schl</b>		<b>1,034,382.00</b>	<b>1,109,382.00</b>	<b>362,771.06</b>	<b>89,333.60</b>	<b>706,906.69</b>	<b>39,704.25</b>
<b>2825 Social Work Srvcs-Regular School</b>							
15 Instructional Salaries		396,585.00	396,585.00	95,992.82	26,151.98	205,266.98	95,325.20
<b>Subtotal of 2825 Social Work Srvcs-Regular School</b>		<b>396,585.00</b>	<b>396,585.00</b>	<b>95,992.82</b>	<b>26,151.98</b>	<b>205,266.98</b>	<b>95,325.20</b>
<b>2830 Pupil Personnel Srvcs-Special Schools</b>							
15 Instructional Salaries		498,674.00	498,674.00	91,854.50	18,370.90	128,596.13	278,223.37
16 Noninstructional Salaries		188,517.00	188,517.00	88,733.45	21,561.99	81,555.19	18,228.36
4 Contractual and Other		800.00	800.00	0.00	0.00	0.00	800.00
<b>Subtotal of 2830 Pupil Personnel Srvcs-Special Schools</b>		<b>687,991.00</b>	<b>687,991.00</b>	<b>180,587.95</b>	<b>39,932.89</b>	<b>210,151.32</b>	<b>297,251.73</b>
<b>2850 Co-Curricular Activ-Reg Schl</b>							
15 Instructional Salaries		248,315.00	248,315.00	93,514.15	71,923.67	116,476.77	38,324.08
4 Contractual and Other		34,400.00	34,400.00	23,313.16	0.00	0.00	11,086.84
45 Materials & Supplies		16,260.00	16,260.00	4,494.21	0.00	563.04	11,202.75
<b>Subtotal of 2850 Co-Curricular Activ-Reg Schl</b>		<b>298,975.00</b>	<b>298,975.00</b>	<b>121,321.52</b>	<b>71,923.67</b>	<b>117,039.81</b>	<b>60,613.67</b>
<b>2855 Interscholastic Athletics-Reg Schl</b>							

**Victor Central School District**  
Budget Status Report As Of: 11/30/2024

**Fiscal Year: 2025**

**Fund: A GENERAL FUND**

Budget Account	Description	Initial Appropriation	Current Appropriation	Year-to-Date Expenditures	Cycle Expenditures	Encumbrance Outstanding	Unencumbered Balance
15 Instructional Salaries		1,131,741.00	1,131,741.00	406,207.15	101,133.24	227,992.25	497,541.60
16 Noninstructional Salaries		65,000.00	65,000.00	17,664.86	7,721.52	18,259.14	29,076.00
2 Equipment		127,600.00	127,600.00	68,039.12	12,324.86	34,065.42	25,495.46
4 Contractual and Other		274,000.00	293,964.40	75,676.19	12,369.37	158,297.05	59,991.16
45 Materials & Supplies		78,000.00	80,291.00	64,748.95	6,558.16	15,541.75	0.30
<b>Subtotal of 2855 Interscholastic Athletics-Reg Schl</b>		<b>1,676,341.00</b>	<b>1,698,596.40</b>	<b>632,336.27</b>	<b>140,107.15</b>	<b>454,155.61</b>	<b>612,104.52</b>
<b>5510 District Transportation Services</b>							
16 Noninstructional Salaries		2,606,226.00	2,606,226.00	814,189.90	256,278.54	1,170,316.54	621,719.56
2 Equipment		356,500.00	356,500.00	321,619.71	6,324.95	13,317.99	21,562.30
4 Contractual and Other		313,500.00	316,127.10	166,024.60	37,956.89	57,038.14	93,064.36
45 Materials & Supplies		640,000.00	640,017.45	165,544.27	53,948.25	274,069.03	200,404.15
<b>Subtotal of 5510 District Transportation Services</b>		<b>3,916,226.00</b>	<b>3,918,870.55</b>	<b>1,467,378.48</b>	<b>354,508.63</b>	<b>1,514,741.70</b>	<b>936,750.37</b>
<b>5530 Garage Building</b>							
16 Noninstructional Salaries		511,916.00	508,916.00	187,677.15	44,848.03	222,857.46	98,381.39
4 Contractual and Other		63,050.00	71,633.38	11,962.62	2,325.47	57,811.01	1,859.75
<b>Subtotal of 5530 Garage Building</b>		<b>574,966.00</b>	<b>580,549.38</b>	<b>199,639.77</b>	<b>47,173.50</b>	<b>280,668.47</b>	<b>100,241.14</b>
<b>5581 Transportation from Boces</b>							
49 BOCES Services		15,965.00	15,965.00	6,103.63	4,203.63	9,861.37	0.00
<b>Subtotal of 5581 Transportation from Boces</b>		<b>15,965.00</b>	<b>15,965.00</b>	<b>6,103.63</b>	<b>4,203.63</b>	<b>9,861.37</b>	<b>0.00</b>
<b>7310 Youth Program</b>							
15 Instructional Salaries		40,000.00	40,000.00	22,108.71	1,032.78	0.00	17,891.29
4 Contractual and Other		4,800.00	4,800.00	0.00	0.00	0.00	4,800.00
45 Materials & Supplies		100.00	100.00	0.00	0.00	0.00	100.00
<b>Subtotal of 7310 Youth Program</b>		<b>44,900.00</b>	<b>44,900.00</b>	<b>22,108.71</b>	<b>1,032.78</b>	<b>0.00</b>	<b>22,791.29</b>
<b>9010 State Retirement</b>							
8 Employee Benefits		1,938,954.00	1,938,054.00	473,127.83	130,115.45	659,451.59	805,474.58
<b>Subtotal of 9010 State Retirement</b>		<b>1,938,954.00</b>	<b>1,938,054.00</b>	<b>473,127.83</b>	<b>130,115.45</b>	<b>659,451.59</b>	<b>805,474.58</b>
<b>9020 Teachers' Retirement</b>							
8 Employee Benefits		3,855,072.00	3,855,072.00	1,092,170.00	334,690.19	2,489,019.16	273,882.84
<b>Subtotal of 9020 Teachers' Retirement</b>		<b>3,855,072.00</b>	<b>3,855,072.00</b>	<b>1,092,170.00</b>	<b>334,690.19</b>	<b>2,489,019.16</b>	<b>273,882.84</b>
<b>9030 Social Security</b>							
8 Employee Benefits		3,867,159.00	3,867,159.00	1,138,946.09	342,489.40	2,365,898.09	362,314.82
<b>Subtotal of 9030 Social Security</b>		<b>3,867,159.00</b>	<b>3,867,159.00</b>	<b>1,138,946.09</b>	<b>342,489.40</b>	<b>2,365,898.09</b>	<b>362,314.82</b>
<b>9040 Workers' Compensation</b>							
8 Employee Benefits		419,977.00	419,977.00	154,221.00	0.00	120,779.00	144,977.00
<b>Subtotal of 9040 Workers' Compensation</b>		<b>419,977.00</b>	<b>419,977.00</b>	<b>154,221.00</b>	<b>0.00</b>	<b>120,779.00</b>	<b>144,977.00</b>
<b>9045 Life Insurance</b>							
8 Employee Benefits		23,000.00	33,000.00	12,943.43	2,620.16	18,556.57	1,500.00
<b>Subtotal of 9045 Life Insurance</b>		<b>23,000.00</b>	<b>33,000.00</b>	<b>12,943.43</b>	<b>2,620.16</b>	<b>18,556.57</b>	<b>1,500.00</b>

**Victor Central School District**  
Budget Status Report As Of: 11/30/2024

**Fiscal Year: 2025**

**Fund: A GENERAL FUND**

Budget Account	Description	Initial Appropriation	Current Appropriation	Year-to-Date Expenditures	Cycle Expenditures	Encumbrance Outstanding	Unencumbered Balance
<b>9050 Unemployment Insurance</b>							
8 Employee Benefits		15,000.00	15,000.00	5,677.87	0.00	0.00	9,322.13
<b>Subtotal of 9050 Unemployment Insurance</b>		<b>15,000.00</b>	<b>15,000.00</b>	<b>5,677.87</b>	<b>0.00</b>	<b>0.00</b>	<b>9,322.13</b>
<b>9055 Disability Insurance</b>							
8 Employee Benefits		30,000.00	30,000.00	9,076.50	1,628.50	12,467.50	8,456.00
<b>Subtotal of 9055 Disability Insurance</b>		<b>30,000.00</b>	<b>30,000.00</b>	<b>9,076.50</b>	<b>1,628.50</b>	<b>12,467.50</b>	<b>8,456.00</b>
<b>9060 Hospital, Medical, Dental Insurance</b>							
8 Employee Benefits		19,151,562.00	18,897,512.00	5,808,300.16	1,122,333.84	10,178,190.06	2,911,021.78
<b>Subtotal of 9060 Hospital, Medical, Dental Insurance</b>		<b>19,151,562.00</b>	<b>18,897,512.00</b>	<b>5,808,300.16</b>	<b>1,122,333.84</b>	<b>10,178,190.06</b>	<b>2,911,021.78</b>
<b>9089 Other (specify)</b>							
8 Employee Benefits		225,000.00	225,000.00	0.00	0.00	0.00	225,000.00
<b>Subtotal of 9089 Other (specify)</b>		<b>225,000.00</b>	<b>225,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>225,000.00</b>
<b>9711 Serial Bonds-School Construction</b>							
6 Principal		3,870,000.00	3,870,000.00	0.00	0.00	0.00	3,870,000.00
7 Interest		2,075,100.00	2,075,100.00	0.00	0.00	0.00	2,075,100.00
<b>Subtotal of 9711 Serial Bonds-School Construction</b>		<b>5,945,100.00</b>	<b>5,945,100.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,945,100.00</b>
<b>9732 Bond Antic Notes-Bus Purchases</b>							
6 Principal		792,014.00	792,014.00	792,014.00	0.00	0.00	0.00
7 Interest		116,032.00	116,032.00	116,031.97	0.00	0.00	0.03
<b>Subtotal of 9732 Bond Antic Notes-Bus Purchases</b>		<b>908,046.00</b>	<b>908,046.00</b>	<b>908,045.97</b>	<b>0.00</b>	<b>0.00</b>	<b>0.03</b>
<b>9789 Other Debt (specify)</b>							
6 Principal		238,416.00	238,416.00	238,415.41	0.00	0.00	0.59
7 Interest		93,290.00	93,340.00	93,325.56	0.00	0.00	14.44
<b>Subtotal of 9789 Other Debt (specify)</b>		<b>331,706.00</b>	<b>331,756.00</b>	<b>331,740.97</b>	<b>0.00</b>	<b>0.00</b>	<b>15.03</b>
<b>9901 Transfer to Other Funds</b>							
95 Transfer-Special Aid Fund		200,000.00	200,000.00	0.00	0.00	0.00	200,000.00
<b>Subtotal of 9901 Transfer to Other Funds</b>		<b>200,000.00</b>	<b>200,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>200,000.00</b>
<b>Total GENERAL FUND</b>		<b>103,224,919.00</b>	<b>103,655,358.34</b>	<b>30,684,923.97</b>	<b>7,476,058.98</b>	<b>53,986,758.10</b>	<b>18,983,676.27</b>



**Victor Central School District**  
Budget Status Report As Of: 11/30/2024  
**Fiscal Year: 2025**  
**Fund: A GENERAL FUND**

**Selection Criteria**

Criteria Name: Shared: BOE Summary by State Modified  
Fund: A  
Budget type: Current Year  
As Of Date: 11/30/2024  
Suppress Budget Accounts with no activity  
Print Summary Only  
Sort by: Fund/State function/State object  
Printed by PENNY L. JOHNSTON

**VICTOR CENTRAL SCHOOL  
BOARD OF EDUCATION**  
Personnel Agenda, January 16, 2025

All appointments on these pages are made in compliance with New York State Education Law relating to criminal history background clearances for new employees. Conditional clearances under that law have been requested for all new employees.

**Instructional**

**Tenure  
Appointments:** The appointment to tenure of **Marissa Lawrence**, who is certified as a School Social Worker, upon the successful completion of her probationary period as a School Social Worker, effective January 31, 2025.

**Long Term  
Substitute  
Appointments:** The appointment of **Gabriella Prusack**, who is working towards certifications in Students with Disabilities Grades 7-12 and Biology Grades 7-12, to a long term substitute position as a Special Education Teacher, effective December 16, 2024, and ending June 30, 2025, at an annual salary of \$49,526, which will be prorated based on the length of the assignment.

The appointment of **Kristen Jones**, who has certification in Childhood Education Grades 1-6, to a long term substitute position as a Teacher Assistant, effective January 27, 2025, and ending June 30, 2025, at an annual salary of \$29,323, which will be prorated based on the length of the assignment.

The extended appointment of **Pamela Lowe**, who has certification in Mathematics Grades 7-12, to a long term substitute position as a Mathematics Teacher, effective October 7, 2024, and ending June 30, 2025, at an annual salary of \$82,162, which will be prorated based on the length of the assignment.

**Leaves of Absence:** The granting of an extension of maternity and subsequent childcare leave of absence for **Erika Marion**, Mathematics Teacher, effective September 30, 2024, through June 30, 2025.

The granting of a maternity and subsequent childcare leave of absence for **Katherine Harmon**, Elementary Teacher, effective approximately March 19, 2025, through June 6, 2025.

The granting of a maternity and subsequent childcare leave of absence for **Taylor Wygal**, Speech/Language Teacher, effective approximately February 9, 2025, through March 21, 2025.

The granting of a maternity and subsequent childcare leave of absence for **Sarah LaChance-Tofany**, Elementary Teacher, effective approximately April 5, 2025, through June 9, 2025.

The granting of an extension of maternity and subsequent childcare leave of absence for **Lauren Freitas**, Elementary Teacher, effective November 4, 2024, through June 30, 2025.

**Resignations:**

The resignation, due to retirement, of **Karen Varricchio**, Elementary Teacher, effective June 30, 2025.

The resignation, due to retirement, of **Dawn Zuber**, Elementary Teacher, effective June 30, 2025.

The resignation, due to retirement, of **Margaret Elliott**, Library Media Specialist, effective June 30, 2025.

The resignation, due to retirement, of **Holly Knox**, Elementary Teacher, effective June 30, 2025.

The resignation, due to retirement, of **Tania Zazulak-Angelini**, School Psychologist, effective June 30, 2025.

The resignation, due to retirement, of **Paula Smith**, Science Teacher, effective June 30, 2025.

The resignation, due to retirement, of **Colleen O'Neill**, Special Education Teacher, effective June 30, 2025.

<b>Athletics:</b> <b>Indoor Track &amp; Field</b> <b>Flag Football – Girls</b>	<b><u>Position</u></b>	<b><u>Name</u></b>	<b><u>Level</u></b>	<b><u>Years</u></b>
	Varsity Assistant	Ryan Horst	4	11
	Head Varsity	Frederick Finter	2	1
<b>Per Diem Substitutes:</b>	<b><u>Candidate</u></b>	<b><u>Area of Certification</u></b>		
	Phoebe Barnett	Uncertified		
	Brittany Orwen	Uncertified		
	McKayla Jenkins	Uncertified		
	Grayson Natale	Uncertified		
	Gabriella Prusack	Uncertified		
	Nicole Bell	Uncertified		
	Gina Colucci	Speech & Language		
	Conner Hicks	Physical Education		
	Matthew Benson	Uncertified		



Michael Levy	Uncertified
Rachel Williams	Uncertified
Tyler Knicley	Uncertified
George Finter	Uncertified
Jake Miles	Uncertified
Sydney Carpenter	Uncertified
Vanessa Conte	Uncertified

### **Non-Instructional**

#### **Appointments:**

The appointment of **Donald Smith**, School Bus Driver, effective December 13, 2024, at an hourly rate of \$22.54.

The appointment of **Paul Paddock**, from Part Time Cleaner to Full Time Cleaner, effective January 7, 2025, at an hourly rate of \$16.95.

The appointment of **Frank Petrosino**, School Bus Driver, effective December 20, 2024, at an hourly rate of \$22.54.

The appointment of **Kevin Miller**, Full Time Teacher Aide, effective January 6, 2025, at an hourly rate of \$16.66.

The appointment of **Eduardo Maver**, from Substitute Cleaner to Part Time Cleaner, effective January 9, 2025, at an hourly rate of \$16.04.

The appointment of **Bryant Serrano**, Full Time Cleaner, effective January 15, 2025, at an hourly rate of \$16.04.

#### **Resignations:**

The resignation of **Brian Crough**, Part Time Cleaner, effective December 9, 2024.

The resignation of **Janibel Aquino Duran**, Part Time Teacher Aide, effective January 5, 2025.

The resignation, due to retirement, of **Janis Werner**, School Bus Monitor, effective January 30, 2025.

The resignation of **Joshua Bonilla Medina**, Cleaner, effective January 7, 2025.

The resignation of **Allison Brundage**, Part Time School Bus Monitor, effective December 20, 2024.

The resignation of **Gregory Zuege**, Part Time School Bus Driver, effective January 7, 2025.

The resignation of **Michael Burke**, Part Time School Bus Driver, effective January 13, 2025.

**Per Diem and  
Substitute Positions:**

**Candidate**

**Position**

Chloe Brownell

Lifeguard

Jake Miles

Teacher Aide

Cadan Higley

School Bus Driver Trainee/

School Bus Monitor

Ella Belculfine

Teacher Aide

Madeline Bresnan

Teacher Aide

Bridgid McCarthy

Teacher Aide

Colin Culhane

Lifeguard

Allison Swartz

Lifeguard

Alayna Kelly

Teacher Aide

David Davis

School Bus Monitor

Allison Brundage

School Bus Monitor

Anna McLaughlin

Teacher Aide

Meg Auria

Registered Professional Nurse

Brynn Culhane

Lifeguard

Miranda Lynch

Teacher Aide



## Victor Central School District Textbook Evaluation Rubric

Directions for use of Evaluation Rubric:

- A team of educators reviewing textbook(s) will complete applicable sections of the form. Please note, reviewers do not need to answer every question; however, responses should support the rating of the applicable section.
- Should the team need support or have questions, they should reach out to their respective director.
- Completed evaluations should be sent to the building administrator and then appropriate director for review and signature.
- The Office of Instruction will schedule the BOE presentation; a member of the textbook review team and/or a member of the Office of Instruction may be invited to present a summary of the recommendations.
- Upon approval or denial of textbook adoption, textbook reviewers will be notified in writing and if applicable, the purchasing process may begin.
- Keep in mind that the entire request process may take 2-3 months to complete.

<b>Text Name:</b>	Elijah of Buxton by Christopher Paul Curtis				
<b>Subject Area</b>	<b>ELA/Humanities</b>	<b>Grade Level(s)/Department</b>	<b>Grade 6; Humanities “Book Club”</b>	<b>Date</b>	<b>12/30/24</b>
<b>Name(s) of Reviewer(s)</b>	<b>Valarie Pezzimenti &amp; Lisa Shaw</b>			<b>Publisher &amp; Copyright Date</b>	<b>Scholastic Press 2007</b>
<b>Number of copies Requested</b>	<b>20-25 copies per teacher ( currently 7 ELA teachers)</b>			<b>Price/copy</b>	<b>approx. \$7/copy</b>

### Rubric for answering questions about overarching considerations:

**Not Found (NF):** The materials do not support this element.

**Low (L):** The materials contain limited support for this element, but the support is not embedded or consistently present.

**Medium (M):** The materials contain support for this element, but it is not always embedded or consistently present.

**High (H):** The materials contain embedded support for this element so that it is consistently present.

## Victor Central School District Textbook Evaluation Rubric

Overarching Considerations	Questions to Consider: To what extent do the tasks/materials...	Comments
<b>Student-Centered Learning</b>	<ul style="list-style-type: none"> <li>• Draw upon students' personal experiences and background knowledge to facilitate learning?</li> <li>• Encourage teachers to draw on multiple resources such as objects, drawings, and graphs to facilitate learning?</li> <li>• Empower student voice, discourse and communication?</li> <li>• Assist students in building connections between conceptual understanding and knowledge and/or procedural skills?</li> <li>• Provide opportunities to integrate content areas?</li> <li>• Offer opportunities that address real world contexts and problem solving as an integral part of the program?</li> <li>• Help students clearly see how ideas build upon, or connect with, other ideas both within and across grades?</li> <li>• Provide opportunities for students to think independently and creatively?</li> </ul>	<p><i>Elijah of Buxton</i> is a historical fiction book about an 11-year-old named Elijah who was born into slavery in Buxton, a settlement of runaway slaves near Detroit. It won the Coretta Scott King Medal and Honors and was a Newbery Honor book in 2008. Grade 6 currently has 2 other historical fiction books written by Christopher Paul Curtis (<i>Bud Not Buddy</i> &amp; <i>The Watsons Go To Birmingham</i>) and the addition of this novel would provide students the opportunity to learn about an additional time era in history while being able to analyze an author's style across 3 different texts.</p> <p>As a result of reading the novel, students will:</p> <ul style="list-style-type: none"> <li>• develop a comprehensive understanding of how historical fiction blends fact and fiction, while developing skills in historical analysis, writing, and presentation.</li> <li>• engage in Socratic Seminars related to the novel to discuss multiple perspectives on events from the past as well as related current events.</li> <li>• interact in book clubs with peers to discuss key points of the novel</li> <li>• learn more about the genre of historical fiction and apply their skills to analyze literary elements such as characters and their perspectives, how setting impacts a story, conflict and theme.</li> <li>• develop skills to deepen their understanding of a time period, while analyzing the historical accuracy of their historical fiction book club.</li> <li>• practice generating researchable questions about different topics related to the time period portrayed in the book that they read and continue to develop their note taking skills as they gather information from a variety of sources.</li> </ul>
	<b>Overall Rating for Student-Centered Learning</b> ( <i>Refer to Rubric, NA-NF-L-M-H</i> )	H
Overarching Considerations	Questions to Consider: To what extent do the tasks/materials...	Comments

## Victor Central School District Textbook Evaluation Rubric

<b>Equity and Access</b>	<ul style="list-style-type: none"> <li>• Suggest accommodations and modifications for English Language Learners that will support their regular and active participation?</li> <li>• Suggest accommodations and modifications for Special Education Students that will support their regular and active participation?</li> <li>• Provide opportunities for teachers to use a variety of grouping strategies (individual and collective)?</li> <li>• Provide opportunities for differentiation (supports and extensions)?</li> <li>• Provide accessible features that would accommodate a range of learners' needs (electronic text to speech; translated editions, audio formats, hard copy resources for home use, etc...)?</li> <li>• Ensure multiple perspectives are presented?</li> <li>• Promote inclusion and equity? See <a href="#">CRS Framework</a>.</li> </ul>	<p>The addition of this novel will allow for a variety of grouping strategies that would accommodate a range of learners.</p> <p>ELL &amp; SPED accommodations-</p> <ul style="list-style-type: none"> <li>• building background activities related to time era</li> <li>• vocabulary and dialect meanings</li> <li>• scaffolded sentence starters for SCR questions</li> <li>• small group support</li> <li>• text to speech</li> <li>• speech to text</li> <li>• audio versions</li> </ul>
	<b>Overall Rating for Equity and Access</b> ( <i>Refer to Rubric, NA-NF-L-M-H</i> )	H
<b>Overarching Considerations</b>	<b>Questions to Consider:</b> To what extent do the tasks/materials...	<b>Comments</b>
<b>Learning and Assessment</b>	<ul style="list-style-type: none"> <li>• Align to the current NYS Standards or identified course standards and district curriculum?</li> <li>• Describe the intended learning for all lessons and activities?</li> <li>• Provide guidance in giving meaningful feedback for student learning?</li> <li>• Provide assessments that will show evidence of student learning, including both summative and formative assessments?</li> <li>• Provide strategies and student work examples for teachers to identify student errors and misconceptions?</li> <li>• Encourage students to monitor their own progress and promote reflection?</li> </ul>	<p><b>Standards:</b></p> <p><b>Reading:</b></p> <ul style="list-style-type: none"> <li>• 6R2: Determine a theme or central idea of a text and how it is developed by key supporting details over the course of a text; summarize a text (RI&amp;RL)</li> <li>• 6R3: In literary texts, describe how events unfold, as well as how characters respond or change as the plot moves toward a resolution. (RL)</li> <li>• 6R6: In literary texts, identify the point of view and explain how it is developed and conveys meaning. (RL)</li> </ul> <p><b>Research:</b></p> <ul style="list-style-type: none"> <li>• 6W6: Conduct research to answer questions, including self-generated questions, drawing on multiple sources and refocusing the inquiry when appropriate.</li> </ul>

## Victor Central School District Textbook Evaluation Rubric

		<ul style="list-style-type: none"> <li>6W7: Gather relevant information from multiple sources; assess the credibility of each source; quote or paraphrase the data and conclusions of others; avoid plagiarism and provide basic bibliographic information for sources.</li> </ul>
	<b>Overall Rating for Learning and Assessment</b> ( <i>Refer to Rubric, NA-NF-L-M-H</i> )	H
<b>Overarching Considerations</b>	<b>Questions to Consider:</b> To what extent do the tasks/materials...	<b>Comments</b>
<b>Technology</b>	<ul style="list-style-type: none"> <li>Integrate technology such as interactive tools, virtual manipulatives/objects in ways that engage students?</li> <li>Include or reference technology that provides opportunities for teachers and/or students to communicate with each other?</li> <li>Include opportunities to assess student learning using technology?</li> <li>Include teacher guidance for the mindful use of embedded technology to support and enhance student learning?</li> <li>Includes an electronic format for the text and supplemental materials?</li> </ul>	Students will engage in a research task related to the time period they are reading and learning about using technology. <b>Research:</b> <ul style="list-style-type: none"> <li>6W6: Conduct research to answer questions, including self-generated questions, drawing on multiple sources and refocusing the inquiry when appropriate.</li> <li>6W7: Gather relevant information from multiple sources; assess the credibility of each source; quote or paraphrase the data and conclusions of others; avoid plagiarism and provide basic bibliographic information for sources.</li> </ul>
	<b>Overall Rating for Technology</b> ( <i>Refer to Rubric, NA-NF-L-M-H</i> )	

Strengths



## Victor Central School District Textbook Evaluation Rubric

Areas of Concerns

Recommendation to Board of Education

Principal's Signature: \_\_\_Jim Mauro      Director's Signature: \_Kira Carinci\_\_\_\_\_

Assistant Superintendent for Instruction's Signature: *Karen Finter 1/3/24*

BOE Approval Granted on: \_\_\_\_\_

**VICTOR CENTRAL SCHOOL DISTRICT**

**EXTRACLASSROOM ACTIVITY FUNDS  
FINANCIAL REPORT**

**For Year Ended June 30, 2024**





## **T A B L E   O F   C O N T E N T S**

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BUSINESS  
ADVISORS  
AND CPAS

## INDEPENDENT AUDITORS' REPORT

To the Board of Education  
Victor Central School District, New York

### *Qualified and Unmodified Opinions*

We have audited the accompanying statement of cash receipts and disbursements of the Extraclassroom Activity Funds of the Victor Central School District for the year ended June 30, 2024 and the related notes to the financial statement.

### *Qualified Opinion*

In our opinion, except for the possible effects of the matter discussed in the basis for qualified opinion paragraph, the financial statement referred to in the first paragraph presents fairly, in all material respects, the cash receipts and disbursements of the Extraclassroom Activity Funds of Victor Central School District for the year ended June 30, 2024, in accordance with the cash basis of accounting as described in Note 1.

### *Basis for Qualified Opinion*

Internal accounting controls are limited over the cash receipts from the point of collection to the time of submission to the Central Treasurer. Accordingly, it was impracticable to extend our audit of such receipts beyond the amounts recorded.

### *Emphasis of Matter – Basis of Accounting*

We draw attention to Note 1 of the financial statement, which describes the basis of accounting. This financial statement is prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

### ***Responsibility of Management for the Statement of Cash Receipts and Disbursements***

Management is responsible for the preparation and fair presentation of this financial statement in accordance with the cash basis of accounting described in Note 1; and for determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statement in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

### ***Auditor Responsibilities for the Audit of the Financial Statement***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

*Mengel, Metzger, Bar & Co. LLP*

Rochester, New York  
November 8, 2024

**VICTOR CENTRAL SCHOOL DISTRICT**

**EXTRACLASSROOM ACTIVITY FUNDS**

**STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS**

**For Year Ended June 30, 2024**

	<b>Cash Balance</b>			<b>Cash Balance</b>
	<b><u>July 1, 2023</u></b>	<b><u>Receipts</u></b>	<b><u>Disbursements</u></b>	<b><u>June 30, 2024</u></b>
Class of 2023	\$ 4,406	\$ -	\$ 4,406	\$ -
Class of 2024	10,843	30,188	41,031	-
Class of 2025	3,716	28,000	16,617	15,099
Class of 2026	2,261	4,105	2,527	3,839
Class of 2027	-	3,456	70	3,386
Class of 2028	1,233	1,000	-	2,233
Class of 2029	-	1,228	-	1,228
Art Club	150	-	150	-
Business Club	1,046	64,191	63,438	1,799
Drama Club	13,235	18,374	22,222	9,387
French Club	10,161	9,859	11,655	8,365
Go Green Garden Team	66	-	66	-
Global Competency	411	-	50	361
International Club	208	208	238	178
Junior High Musical	28,703	17,011	21,406	24,308
Junior High Store	996	-	996	-
Junior High Student Council	5,953	8,687	14,238	402
Junior High Yearbook	499	703	-	1,202
Key Club	288	5,486	5,254	520
Medical Explorers	111	-	111	-
Mentoring Club	3,690	760	1,469	2,981
NHS	2,389	680	1,396	1,673
Outdoor Activity	538	463	580	421
Positive School Climate	3,206	2,274	2,369	3,111
Sales Tax	5,961	5,532	11,178	315
SEAS	106	1,704	1,677	133
Senior High Orchestra	14,883	8,640	8,103	15,420
Senior High School Store	7,071	627	2,398	5,300
Senior High Student Council	14,865	16,098	12,349	18,614
Senior High Yearbook	2,213	3,167	2,130	3,250
Spanish Club	2,974	431	266	3,139
Victor Music Society	1,196	2,192	1,801	1,587
Victor Cares	15,549	13,296	19,701	9,144
Wellness Club	387	-	-	387
<b>TOTAL</b>	<b><u>\$ 159,314</u></b>	<b><u>\$ 248,360</u></b>	<b><u>\$ 269,892</u></b>	<b><u>\$ 137,782</u></b>

(See accompanying notes to financial statement)

**VICTOR CENTRAL SCHOOL DISTRICT**  
**EXTRACLASSROOM ACTIVITY FUNDS**  
**NOTES TO FINANCIAL STATEMENT**

**June 30, 2024**

**(Note 1)     Accounting Policy:**

The transactions of the Extraclassroom Activity Funds are considered part of the reporting entity of the Victor Central School District. Consequently, the cash balances are included in the financial statements of the School District as part of the Custodial Fund.

The accounts of the Extraclassroom Activity Funds of the Victor Central School District are maintained on a cash basis, and the statement of cash receipts and disbursements reflects only cash received and disbursed. Therefore, receivables and payables, inventories, long-lived assets, and accrued income and expenses, which would be recognized under generally accepted accounting principles, and which may be material in amount, are not recognized in the accompanying financial statement.

**(Note 2)     Cash and Cash Equivalents:**

Cash and cash equivalents is comprised of one checking account. The balance in this account is fully covered by FDIC Insurance.

**(Note 3)     Related Party:**

The extraclassroom fund did business with two companies owned by employees of the District. During the 2023-24 fiscal year, a total of \$10,024 was spent with these vendors.

**VICTOR CENTRAL SCHOOL DISTRICT**  
**EXTRACLASSROOM ACTIVITY FUNDS**  
**AUDITORS' FINDINGS AND EVALUATION**

We have examined the statement of cash receipts and disbursements of the Victor Central School District's Extraclassroom Activity Funds for the year ended June 30, 2024. As part of our examination, we made a study and evaluation of the system of internal accounting control to the extent we deemed necessary to render our opinion.

There are inherent limitations in considering the potential effectiveness of any system of internal accounting control. Human errors, mistakes of judgment and misunderstanding of instructions limit the effectiveness of any control system.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control that we consider to be material weaknesses, as defined above.

**Prior Year Deficiency Pending Corrective Action:**

**Receipts –**

Our examination of selected receipt transactions revealed one instance in the Business Club in which deposits were not made in a timely manner.

In an effort to maintain accountability and control over receipts, we recommend every effort be made in the future to deposit cash collections on a more timely basis.

**Current Year Deficiency in Internal Control:**

**Equipment Purchase –**

During the course of our examination, we noted cameras were purchased by the Senior High Yearbook during the 2023-24 fiscal year.

We commend the Club for having club minutes to support this purchase, however, we recommend any equipment purchases made by the extraclassroom accounts should also be tagged and included in the fixed asset inventory listing of the District.

**Other Item:**

The following item is not considered to be a deficiency in internal control; however, we consider it an other item which we would like to communicate to you as follows:

**Inactive Club –**

As indicated on the statement of cash receipts and disbursements, the Wellness Club was financially inactive during the 2023-24 fiscal year.

We recommend the status of this club be reviewed. If future financial transactions are not anticipated, it should be closed in accordance with the Board of Education policy.

**Prior Year Recommendation:**

We are pleased to report that the following prior year recommendation has been implemented to our satisfaction:

1. Profit and loss statements examined included the signature of the Student Treasurer.

\*

\*

\*

We wish to express our appreciation to all client personnel for the courtesies extended to us during the course of our examination.

*Mengel, Metzger, Barw & Co. LLP*

Rochester, New York  
November 8, 2024

**VICTOR CENTRAL SCHOOL DISTRICT  
VICTOR, NEW YORK**

**SINGLE AUDIT REPORT**

**For Year Ended June 30, 2024**





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BUSINESS  
ADVISORS  
AND CPAS

**Report on Compliance For Each Major Federal Program;  
Report on Internal Control Over Compliance;  
and Report on the Schedule of Expenditures of  
Federal Awards Required by the Uniform Guidance**

**Independent Auditors' Report**

To the Board of Education  
Victor Central School District  
Victor, New York

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

We have audited Victor Central School District, Victor, New York's compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of the District's major federal programs for the year ended June 30, 2024. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the District complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

**Basis for Opinion on Each Major Federal Program**

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (Government Auditing Standards); and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

## **Responsibilities of Management for Compliance**

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the District's federal programs.

## **Auditor's Responsibilities for the Audit of Compliance**

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

## **Report on Internal Control Over Compliance**

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

### **Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the District as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements. We issued our report thereon, dated October 7, 2024, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subject to auditing procedures applied in the audit of the financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

*Mengel, Metzger, Barw & Co. LLP*

Rochester, New York  
November 8, 2024

**VICTOR CENTRAL SCHOOL DISTRICT  
VICTOR, NEW YORK  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR YEAR ENDED JUNE 30, 2024**

<u>Grantor / Pass - Through Agency</u> <u>Federal Award Cluster / Program</u>	<u>Assistance</u> <u>Lising</u> <u>Number</u>	<u>Pass-Through</u> <u>Agency</u> <u>Number</u>	<u>Total</u> <u>Expenditures</u>
<b><u>U.S. Department of Education:</u></b>			
<b><u>Passed Through NYS Education Department -</u></b>			
<b><u>Special Education Cluster IDEA -</u></b>			
Special Education - Grants to States (IDEA, Part B)	84.027	0032-23-0673	\$ 1,887
Special Education - Grants to States (IDEA, Part B)	84.027	0032-24-0673	980,530
Special Education - Preschool Grants (IDEA Preschool)	84.173	0033-24-0673	22,680
ARP - Special Education - Grants to States (IDEA, Part B)-COVID-19	84.027X	5532-22-0673	10,138
ARP - Special Education - Preschool Grants (IDEA Preschool)-COVID-19	84.173X	5533-22-0673	6,785
<b>Total Special Education Cluster IDEA</b>			<b>\$ 1,022,020</b>
<b><u>Education Stabilization Fund -</u></b>			
CRRSA - ESSER 2-COVID-19	84.425D	5891-21-2215	\$ 147,977 *
ARP - ESSER 3-COVID-19	84.425U	5880-21-2215	1,275 *
ARP - SLR Learning Loss-COVID-19	84.425U	5884-21-2215	121,130 *
ARP - Afterschool-COVID-19	84.425U	5883-21-2215	98,256 *
<b>Total Education Stabilization Fund</b>			<b>\$ 368,638</b>
Title IIA - Supporting Effective Instruction State Grant	84.367	0147-23-2215	58,408
Title IIA - Supporting Effective Instruction State Grant	84.367	0147-24-2215	68,955
Title IIIA - Immigrant Education	84.365	0293-24-2215	14,414
Title IVA - Student Support and Academic Enrichment Grants	84.424	0204-24-2215	30,592
Title I - Grants to Local Educational Agencies	84.010	0021-24-2215	378,398
<b>Total U.S. Department of Education</b>			<b>\$ 1,941,425</b>
<b><u>Federal Communications Commission:</u></b>			
<b><u>Passed Through Wayne Finger Lakes BOCES</u></b>			
ARP - Emergency Connectivity Funds-COVID-19	32.009	132123	\$ 215,000
<b>Total Federal Communications Commission</b>			<b>\$ 215,000</b>
<b><u>U.S. Department of Agriculture:</u></b>			
<b><u>Passed Through NYS Education Department -</u></b>			
<b><u>Child Nutrition Cluster -</u></b>			
National School Lunch Program	10.555	431701060000	\$ 574,499 *
National School Lunch Program-Non-Cash Assistance (Commodities)	10.555	431701060000	134,084 *
Supply Chain Assistance-COVID-19	10.555	431701060000	113,515 *
National School Breakfast Program	10.553	431701060000	129,064 *
<b>Total Child Nutrition Cluster</b>			<b>\$ 951,162</b>
Local Food for Schools	10.185	431701060000	4,927
<b>Total U.S. Department of Agriculture</b>			<b>\$ 956,089</b>
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>			<b>\$ 3,112,514</b>

\* Major Programs

**VICTOR CENTRAL SCHOOL DISTRICT  
VICTOR, NEW YORK**

**Notes to Schedule of Expenditures of Federal Awards**

**June 30, 2024**

**1. Basis of Presentation:**

The accompanying Schedule of Expenditures of Federal Awards (the schedule) includes the federal award activity of the Victor Central School District, Victor, New York (the District) under programs of the federal government for the year ended June 30, 2024. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirement's, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the District, it is not intended to and does not present the financial position or changes in net position.

**2. Summary of Significant Accounting Policies:**

Expenditures reported on the schedule are reported on the GAAP basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

**3. Indirect Costs:**

The District has elected to not use the 10 percent de minimus indirect cost rate allowed under the Uniform Guidance. Indirect costs are included in the reported expenditures to the extent they are included in the federal financial reports used as the source for the data presented.

**4. Matching Costs**

Matching costs, i.e., the Victor Central School District's share of certain program costs, are not included in the reported expenditures.

**5. Non-Monetary Federal Program**

The Victor Central School District, Victor, New York is the recipient of a federal financial award program that does not result in cash receipts or disbursements termed a "non-monetary program". This program Surplus Food Distribution (CFDA Number 10.555), and the fair market value of the food commodities received during the fiscal year is presented in the accompanying Schedule of Expenditures of Federal Awards and was considered in the Victor Central School District, Victor, New York's single audit.

**6. Subrecipients**

The Victor Central School District, Victor, New York did not pass through any awards to subrecipients during the fiscal year.

**VICTOR CENTRAL SCHOOL DISTRICT  
VICTOR, NEW YORK  
Schedule of Findings and Questioned Costs  
June 30, 2024**

**I. Summary of the Auditor's Results**

**Financial Statements**

- |   |            |
|---|------------|
| a) Type of auditor's report issued                      | Unmodified |
| b) Internal control over financial reporting            |            |
| 1. Material weaknesses identified                       | No         |
| 2. Significant deficiency(ies) identified               | No         |
| c) Noncompliance material to financial statements noted | No         |

**Federal Awards**

- |  |  |
|--|--|
| a) Internal control over major programs  |  |
| 1. Material weaknesses identified  | No   |
| 2. Significant deficiency(ies) identified  | No   |
| b) Type of auditor's report issued on compliance for major programs  | Unmodified   |
| c) Any audit findings disclosed that are required to be reported in accordance with 2 CFR Section 200.516(a) | No   |
| d) Identification of major programs  |  |
| <u>Assistance Listing Number(s)</u> <u>Name of Federal Program or Cluster</u>                                |  |
| Child Nutrition Cluster  |  |
| #10.555  | National School Lunch Program/National School Lunch Program-Non-Cash Assistance (Commodities)/Supply Chain Assistance-COVID-19 |
| #10.553  | National School Breakfast Program  |
| Education Stabilization Fund   |  |
| #84.425D   | CRRSA- ESSER 2-COVID-19  |
| #84.425U   | ARP- ESSER 3-COVID-19/ARP-After School-COVID-19/ARP-SLR Learning Loss-COVID-19   |
| e) Dollar threshold used to distinguish between Type A and Type B programs                                   | \$750,000  |
| f) Auditee qualifies as low-risk auditee   | Yes  |

**II. Financial Statement Findings**

There were no current year findings and there were no prior year findings.

**III. Federal Award Findings and Questioned Costs**

There were no current year findings or questioned costs and there were no prior year findings or questioned costs.

# AIA® Document B132™ – 2019

## ***Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition***

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

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

Victor Central School District  
953 High Street  
Victor, NY 14564

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

SWBR Architecture, Engineering and Landscape Architecture, D.P.C.  
260 E. Main Street, Suite 4000  
Rochester, NY 14604  
Telephone Number: 585-232-8300

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

Victor Central School District  
2024 Capital Improvement Project  
Project Project No. 24181.00

The Construction Manager:  
(Name, legal status, address, and other information)

Campus Construction Management Group  
1241 Pittsford-Victor Road  
Pittsford, NY 14534

The Owner and Architect agree as follows.

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



## TABLE OF ARTICLES

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

### ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Refer to Architect's Project Scope Presentations, attached as Exhibit A and Exhibit B.

§ 1.1.2 The Project's physical characteristics:

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

Refer to Exhibit A.

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

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

Total Project: \$99,419,031.00

Construction Cost: \$76,159,822.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Phase 1	Start Date	End Date
Project Kickoff	11/18/2024	
Schematic Design	11/18/2024	1/17/2025
Design Development	1/20/2025	3/21/2025
Construction Documentation	3/24/2025	5/30/2025
SED Review (Third-Party)	5/30/2025	10/30/2025
Bidding	10/31/2025	1/2/2026
Construction	1/5/2026	12/25/2026
Closeout	12/28/2026	3/6/2027

Phase 2	Start Date	End Date
Project Kickoff	11/18/2024	
Schematic Design	11/18/2024	3/28/2025
Design Development	3/31/2025	6/27/2025
Construction Documentation	6/30/2025	2/27/2026
SED Review (Third-Party)	2/27/2026	8/31/2026
Bidding	9/1/2026	10/30/2026
Construction	11/2/2026	12/29/2029
Closeout	12/31/2029	3/29/2030

Phase 3	Start Date	End Date
Project Kickoff	1/5/2026	
Schematic Design	2/1/2026	3/31/2026
Design Development	4/1/2026	7/3/2026
Construction Documentation	7/6/2026	2/1/2027
SED Review (Third-Party)	2/2/2027	7/30/2027
Bidding	8/2/2027	9/30/2027
Construction	10/1/2027	12/31/2029
Closeout	1/1/2030	3/29/2030

.2 Construction commencement date:

Approximately January 5, 2026

.3 Substantial Completion date or dates:

Phase 1: 12/25/2026

Phase 2: 12/29/2029

Phase 3: 12/31/2029

Closeout: March 29, 2030

.4 Other milestone dates:

**§ 1.1.5** The Owner intends the following procurement method for the Project: to retain a Construction Manager advisor and::

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred throughout this Agreement will be as if plural in number.)

☐ One Contractor

☒ Multiple Prime Contractors

(Identify method such as competitive bid or negotiated contract.)[ ] Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

*(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)*

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

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

Christopher Marshall  
Director of Facilities & Operations  
Victor Central School District  
953 High Street  
Victor, NY 14564  
Email: marshallc@victorschools.org

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

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

Construction Manager

§ 1.1.10 The Owner shall retain the following consultants and Contractors:

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

.1 Construction Manager:

*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)*

.2 Land Surveyor:

Costich Engineering, D.P.C.  
217 Lake Avenue  
Rochester, NY 14608

.3 Geotechnical Engineer:

To be determined

.4 ~~Civil Engineer:~~ Pre-Renovation Hazardous Material Survey Testing:

Watts Architecture & Engineering  
95 Perry Street #300  
Buffalo, NY 14203

.5 Other consultants and Contractors:

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

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:  
*(List name, address, and other contact information.)*

Mark A. Maddalina, AIA  
Principal  
SWBR Architecture, Engineering and Landscape Architecture, D.P.C.  
260 E. Main Street, Suite 4000  
Rochester, NY 14604  
Email: mmaddalina@swbr.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

SWBR  
260 E. Main Street, Suite 4000  
Rochester, NY 14604

.2 Mechanical, Electrical, & Plumbing Engineering:

M/E Engineering PC  
300 Trolley Boulevard  
Rochester, NY 14606

.3 Landscape Architecture & Civil Engineering:

Appel Osbourne Landscape Architecture  
102 W. Division Street, Suite 100  
~~2 Mechanical Engineer:~~ Syracuse, NY 13204-1434

.4 Asbestos Abatement Design:

Watts Architecture & Engineering  
95 Perry Street #300  
Buffalo, NY 14203

~~.3 Electrical Engineer:~~

.5 Food Service Design & Consulting Services:

Food Service Design Studios  
1000 7<sup>th</sup> North Street, Suite B20  
Liverpool, NY 13088

§ 1.1.12.2 Consultants retained under Supplemental Services:

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

Refer to Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. ~~The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. ~~The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.~~

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as ~~Adviser-Manager, as modified by the Parties.~~ The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 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.

§ 2.6 The Architect shall maintain the following insurance from insurers licensed in New York State until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000.00 ) for each occurrence and Four Million Dollars (\$ 4,000,000.00 ) in the aggregate for bodily injury and property damage with the Owner as additional insured on a primary and non-contributory basis for both on-going and completed operations.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.3.1 Umbrella or Excell Liability with policy limits of not less than Five Million Dollars (\$5,000,000.00).

§ 2.6.4 Workers' Compensation at statutory limits.

~~§ 2.6.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.~~

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00 ) per claim and Four Million Dollars (\$ 4,000,000.00 ) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

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

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical-electrical, landscape architecture, and civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, 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, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, ~~and shall not be responsible for, the accuracy, completeness, and timeliness of,~~ on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall ~~submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) 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 submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. ~~The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.~~

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements ~~agreed upon with the Owner, agreed~~, the Architect shall prepare and present, to the Owner and Construction Manager, 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 Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager 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 the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.2.9 The Architect will require the Owner's written approval to proceed to Design Development Phase.

### § 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 Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.



### **§ 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 Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

**§ 3.4.3** During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms. It is assumed that the Construction Manager will provide Division 0 and 1 of the Specifications.

**§ 3.4.4** Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

**§ 3.4.5** Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents. The Architect will require the Owner's written approval to proceed to bidding the Project.

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

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

#### **§ 3.5.2 Competitive Bidding**

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

**§ 3.5.2.2** The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

#### **§ 3.5.3 Negotiated Proposals**

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

**§ 3.5.3.2** The Architect shall assist the Owner and Construction Manager in obtaining proposals by:

- ~~1 — facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;~~
- ~~2 — organizing and participating in selection interviews with prospective Contractors;~~
- ~~3 — preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and~~
- ~~4 — participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

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

## **§ 3.6 Construction Phase Services**

### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser ~~Edition~~ Edition, as modified. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner and Construction Manager 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 Contractors' 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 Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. 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 the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be 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 Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review ~~and take appropriate action on~~ Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

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

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and

completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, 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 Contractors, through the Construction Manager: (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 Contractors 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 and Construction Manager to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.1 Assistance with selection of Construction Manager	<u>Not Provided</u>
§ 4.1.1.2 Programming	<u>Previously Completed</u>
§ 4.1.1.3 Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.4 Measured drawings – limited to affected areas only	<u>Architect</u>
§ 4.1.1.5 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.6 Site evaluation and planning	<u>Architect</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9 Civil engineering	<u>Architect</u>
§ 4.1.1.10 Landscape design	<u>Architect</u>
§ 4.1.1.11 Architectural interior design (interior finish material and color selection only)	<u>Architect</u>
§ 4.1.1.12 Value analysis	<u>Not Provided</u>
§ 4.1.1.13 Cost estimating	<u>Not Provided</u>
§ 4.1.1.14 On-site project representation	<u>Not Provided</u>
§ 4.1.1.15 Conformed documents for construction	<u>Architect</u>
§ 4.1.1.16 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.17 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.18 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19 Facility support services	<u>Not Provided</u>

§ 4.1.1.20	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21	<del>Architect's coordination</del> <u>Coordination of the Owner's consultants</u>	<u>Not Provided</u>
§ 4.1.1.22	Telecommunications/data design	<u>Architect</u>
§ 4.1.1.23	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24	Commissioning	<u>Not Provided</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26	Historic preservation	<u>Not Provided</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.28	<u>Soils Testing – Environmental</u>	<u>Owner</u>
<del>§ 4.1.1.28</del>	<del>Other services provided by specialty Consultants</del>	
§ 4.1.1.29	<u>Unusual foundation conditions</u>	<u>Not Provided</u>
<del>§ 4.1.1.29</del>	<del>Other Supplemental Services</del>	
§ 4.1.1.30	<u>Geotechnical exploration and engineering</u>	<u>Owner</u>
§ 4.1.1.31	<u>Design of backflow prevention devices</u>	<u>Not Provided</u>
§ 4.1.1.32	<u>NYS DEC stormwater pollution prevention inspection</u>	<u>Architect</u>
§ 4.1.1.27	<u>Indoor Air Quality Testing</u>	<u>Not Provided</u>

#### § 4.1.2 Description of Supplemental Services

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

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

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

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

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

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

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

1. Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of entities providing bids or proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .7 Review of incomplete, incorrect, or piecemeal shop drawings.

§ 4.2.3 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 submittals of the Contractors of the Contractors. The architect's Basic Services for review of the Contractor's submittal shall be limited to an initial submittal and two (2) resubmittals for each required submittal. Services by the Architect for review of additional resubmittals shall be compensated as an Additional Service or Change in Services.
- .2 One Hundred Four ( 104 ) Biweekly visits to the site by the Architect during construction construction.

3. ~~( ) inspections~~ One ( 1 ) inspection 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 Documents.
4. Two ( 2 ) inspections for any portion of the Work to determine final completion consisting of one (1) punch list visit and one (2) follow-up confirmation visit.

~~§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~

**§ 4.2.5** If the services covered by this Agreement have not been completed within Sixty-Four ( 64 ) 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~~ Services, subject to prior written approval of the Owner.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate.

**§ 5.2** The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

**§ 5.2.1** The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

**§ 5.3** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. ~~The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion.~~ furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

**§ 5.3.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

**§ 5.4** 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.

**§ 5.5** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands;



adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's ~~consultants~~ consultants, including the Construction Manager. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

§ 5.11 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.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager 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.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

~~§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.~~

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 ~~terminate in accordance with Section 9.5;~~
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, subject to prior written approval by the Owner, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 ~~The~~ Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

~~§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.~~

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. The notice requirements set forth in this Agreement dealing with Claims and Disputes are in addition to and not a substitution or replacement of any and all notice requirements contained in applicable law.

§ 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 A232-2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The

Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. ~~If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~ the attempt to mediate a settlement is not successful, either party may thereafter resort to litigation.

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ ~~Litigation in a court of competent jurisdiction~~ Litigation in New York State Supreme Court with jurisdiction over the County where the Project is located

☐ Other: *(Specify)*

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

## § 8.3 Arbitration

§ 8.3.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

#### ~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

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

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven-fifteen days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, termination and Reimbursable Expenses then due.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

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

§ 9.9 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 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3, State of New York without regard of conflict of laws principals.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager Edition.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment Agreement. A material change in the Architect's ownership or senior management, at the option of the Owner, shall be deemed an assignment in violation of this Agreement and allow the Owner to terminate the Agreement for cause under §9.4.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement. All certifications made by the Architect shall be based on "the best of their knowledge, information and belief" whether or not so stated in the certification.

§ 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. The Owner's AHERA Report is on file at the Owner's School District offices and available for the Architect's use and consideration during Project design.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. ~~This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

~~§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.~~

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 Limitation of Liability: The Owner agrees to limit the Architect's liability to the Owner, the Construction Manager and to all construction Contractors and Subcontractors on the Project, for damages due to design defects, errors, omissions or professional negligence, so that the total aggregate liability of the Architect to all such named will not exceed the Architect's fee.

§ 10.10 Contractor and Subcontractor Indemnities: The Owner will require the Construction Manager, any Contractor and Subcontractor performing the Work, to the fullest extent permitted by law, to hold harmless, indemnify the Owner and Architect, their officers, directors and employees from all claims resulting from the Contractor's negligence in the performance of the work.

§ 10.11 Mutual Indemnity: The Owner and Architect both agree, to the fullest extent permitted by law, to indemnify and hold harmless the other, along with each other's officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, or the indemnifying party's consultants, or any party for whose acts the indemnifying party is liable.

§ 10.12 Facsimile Signatures: Facsimile signatures shall be sufficient unless originals are required by a third party.

§ 10.13 Form of Invoice: The Architects invoices shall display the following on the cover sheet: 1) The date of invoice; 2) the calendar interval covered by the Work invoiced; 3) the total for Basic Services; 4) the total for Reimbursables for the period invoiced. Other material, including recapitulations of previous invoices or payments (which shall be included on a separate page) may be included at the Architect's discretion, but shall be kept separate. Unless stipulated elsewhere in this agreement, the Architect's invoices will not include backup, provided that such

backup shall be furnished upon the reasonable request of the Owner. A minimum charge of \$100.00 may be applied for each such request in excess of one (1) per month.

**§ 10.14 Unauthorized Changes:** In the event the Owner consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Architect, the Owner recognizes that such changes and the results thereof, are not the responsibility of the Architect. Therefore, the Owner agrees to release the Architect from any liability arising from the construction, use or result of such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of the Architect.

## ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum  
(Insert amount)

~~.2 Percentage Basis  
(Insert percentage value)~~

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~.3 Other  
(Describe the method of compensation)~~

Compensation shall be a stipulated sum of Five Million, Nine Hundred Ninety-One Thousand, Three Hundred Five Dollars (\$5,991,305)

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

At the hourly rates listed in Paragraph 11.7.

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

At the hourly rates listed in Paragraph 11.7.

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, sum, the proportion of compensation for each phase of services shall be as follows:

### Phase 1



Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Procurement Phase	percent (	%)
Construction Phase	percent (	%)

Total Basic Compensation	one hundred	percent (	100	%)
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<u>Schematic Design</u>	\$105,763.50
<u>Design Development</u>	\$205,455.50
<u>Construction Documents</u>	\$283,239.00
<u>Bidding</u>	\$40,182.00
<u>Construction Administration</u>	\$245,500.00
<u>Subtotal</u>	\$880,140.00
<u>Archiving and SWPPP</u>	\$25,000.00
<b><u>Total Fee</u></b>	<b><u>\$905,140.00</u></b>

#### Phase 2

<u>Schematic Design</u>	\$380,434.00
<u>Design Development</u>	\$798,262.00
<u>Construction Documents</u>	\$1,141,404.00
<u>Bidding</u>	\$75,450.00
<u>Construction Administration</u>	\$961,410.00
<u>Subtotal</u>	\$3,356,960.00
<u>SWPPP</u>	\$15,000.00
<b><u>Total Fee</u></b>	<b><u>\$3,371,960.00</u></b>

#### Phase 3

<u>Schematic Design</u>	\$205,660.75
<u>Design Development</u>	\$387,506.00
<u>Construction Documents</u>	\$584,570.75
<u>Bidding</u>	\$59,426.25
<u>Construction Administration</u>	\$462,041.25
<u>Subtotal</u>	\$1,699,205.00
<u>SWPPP</u>	\$15,000.00
<b><u>Total Fee</u></b>	<b><u>\$1,714,205.00</u></b>

<b><u>Total Fee for All Phases</u></b>	<b><u>\$5,991,305.00</u></b>
--	------------------------------

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

~~§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

~~§ 11.6.1 When compensation is on a percentage basis 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. 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 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.)*

Employee or Category	Rate (\$0.00)
<u>Refer to Hourly Rates Schedule (Exhibit B)</u>	

§ 11.8 Compensation for Reimbursable Expenses

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

- ~~.1 Transportation and authorized out-of-town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3 Permitting and other fees required by authorities having jurisdiction over the Project;~~
- ~~.4 Printing, reproductions, plots, and standard form documents;~~
- ~~.5 Postage, handling, and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses;~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~
- ~~.12 Other similar Project-related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

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

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

The Architect and their Consultants may elect to use Building Information Modeling for the sole purpose of developing 2 dimensional drawings and images. The Building Information Model will not be shared with nor may it be relied upon by other project participants.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

.1 AIA Document B132™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

~~.2 Building Information Modeling Exhibit, if completed:~~

\_\_\_\_\_

~~.3 Exhibits:~~

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

\_\_\_\_\_ [ ] \_\_\_\_\_ AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:

(Insert the date of the E235-2019 incorporated into this Agreement.)

\_\_\_\_\_ Edition, as modified by the Parties

[ ] Other Exhibits incorporated into this Agreement:

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

- 4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

Exhibit A – Victor 2024 Project Phasing

Exhibit B – Victor 2024 Rendering Boards

Exhibit C – Victor CSD – 2024 CIP CCMG Project Delivery Plan

Exhibit D – M/E Engineering Proposal Letter dated November 14, 2024

Exhibit E – Architect's Hourly Rates

Exhibit F – Responsibility Matrix

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


Victor Central School District

SWBR Architecture, Engineering &  
Landscape Architecture, D.P.C.

**OWNER** (Signature)

Dr. Timothy Terranova  
Superintendent of Schools  
(Printed name and title)

(Date signed)

  
**ARCHITECT** (Signature)

Mark A. Maddalina, AIA  
Principal

(Printed name, title, and license number, if  
applicable)  
January 6, 2025

(Date signed)

## \*UPDATED VCS Field Trip Form\*

You have been requested to review the following:

Requestor's Email Address:	<a href="mailto:ahernk@victorschools.org">ahernk@victorschools.org</a>
Requestor's First Name:	Kelly
Requestor's Last Name:	Ahern
School:	HS
Course / Grade Level of Students::	Outdoor Activities Club/9-12
Short Description or Name of Field Trip:	This will be our winter trip to the Adirondack Mountains
Select the appropriate type of field trip:	Extra curricular
Have BOTH the District and Building calendars been checked for potential conflicts?:	Yes
Estimated number of Students::	5-10
Departure Date::	Feb 27, 2025
Place of Departure::	Bus loop
Type of Transportation::	Either school van or School Bus
Departure Time::	3:15 PM
Destination (include EXACT address)::	Lake Placid
Time you plan to REACH your destination::	10:00 PM
Return Date::	Mar 02, 2025
Time you plan to LEAVE your destination::	11:00 AM
Estimated Round-Trip Mileage:	475
Return Time::	5:00 PM
Would you like the bus to stay with the group or may it return at a different time?:	Yes, the bus can stay with the group

Arrangements for meals (if necessary)::	We will stop for dinner on the way up. Breakfast is included at the hotel. Lunch will be packed (brought) for the trail, Dinner will be out in Lake Placid.
Preparation: How will the student be prepared for the trip as an instructional activity?:	I will be having pre-trip classes to go over clothing, food selection, and gear needed to travel safely in the backcountry
On trip: What instructional activities will occur on the trip?:	How to safely travel in the back country
What instructional provisions have been made to help participants keep up with other classes that they will miss?:	Students will check in with teachers for any missed work
What specific instructional plans have been made for any student missing the field trip?:	N/A
Please note any scheduled teaching assignments (classes, study halls, supervisory assignments, etc.) that will need coverage during the time period of this field trip.:	I will request a sub for this day
Do you have any supporting documents such as an itinerary?:	Yes
Estimated Number of Chaperones (including teachers/staff/parents)::	2
Will you be requesting this trip again next year?:	Yes
School and/or District Funding Requested?:	No
Out of Pocket Cost to Student (if any)::	\$300-\$350
Cost to Chaperone (if any)::	Cost of meals
Cost Breakdown per Student - Event Fee::	Cost of hotel is \$150-200, skiing is \$15-20, skating is \$15
Cost Breakdown per Student - Meals::	\$100-125-depending on what they order (estimate of what students spend)
Cost Breakdown per Student - Travel::	None
Cost Breakdown per Student TOTAL::	\$300-350
Upload supporting itinerary:	
Email Address:	<a href="mailto:ahernk@victorschools.org">ahernk@victorschools.org</a>

Is this an overnight trip?:

Yes

Please select the correct Nurse for your building.:

HS, Kim Spitzer

### Approval history

In progress

Copy Sent to clinkk@victorschools.org  
Approved by siestob@victorschools.org  
Approved by finterk@victorschools.org  
Approved by clinkk@victorschools.org

## **\*UPDATED VCS Field Trip Form\***

You have been requested to review the following:

Requestor's Email Address:	<a href="mailto:utzs@victorschools.org">utzs@victorschools.org</a>
Requestor's First Name:	Sue
Requestor's Last Name:	Utz
School:	HS
Course / Grade Level of Students::	9-12
Short Description or Name of Field Trip:	New York State DECA State Career Conference
Select the appropriate type of field trip:	Non-required co-curricular
Have BOTH the District and Building calendars been checked for potential conflicts?:	Yes
Estimated number of Students::	70
Departure Date::	Mar 05, 2025
Place of Departure::	Senior High Bus Loop
Type of Transportation::	VCS Bus
Departure Time::	12:30 PM
Destination (include EXACT address)::	Rochester, New York
Time you plan to REACH your destination::	1:00 PM
Return Date::	Mar 07, 2025
Time you plan to LEAVE your destination::	12:15 PM
Estimated Round-Trip Mileage:	30 miles
Return Time::	12:30 PM



Would you like the bus to stay with the group or may it return at a different time?:

No, the bus can return at a different time

Arrangements for meals (if necessary)::

Included in conference price

Preparation: How will the student be prepared for the trip as an instructional activity?:

The students have earned the opportunity to compete at the state conference. They were finalists at the regional competition on 1/17/24. They have been preparing since October 24 through weekly meetings, etc.

On trip: What instructional activities will occur on the trip?:

The conference includes networking, professional speakers and competition at the highest level in NYS.

Upon Return: What activities will occur to enrich the experience and determine if the objectives were accomplished?:

Students who are finalists at the state level will earn the opportunity to compete at the International Career Conference in Orlando, FL at the end of April.

What instructional provisions have been made to help participants keep up with other classes that they will miss?:

Students understand they are responsible for any missed work while attending the conference. We also check to be sure students are in good standing with teachers prior to being given the opportunity to compete at the conference.

What specific instructional plans have been made for any student missing the field trip?:

Not applicable..

Please note any scheduled teaching assignments (classes, study halls, supervisory assignments, etc.) that will need coverage during the time period of this field trip.:

Mike Cutaia and Adriana Kulakowski will need sub coverage while chaperoning the trip.

Do you have any supporting documents such as an itinerary?:

Yes

Estimated Number of Chaperones (including teachers/staff/parents)::

3-4

Special arrangements, instructions, or comments::

None

Will you be requesting this trip again next year?:

Yes

School and/or District Funding Requested?:	Yes
If fundraising is involved, please describe::	We hold a variety of fundraisers to help cover the cost of our DECA competitions. Fundraising includes donation, Otis Spunkmeyer annual cookie sale, Chipotle night and more.
Out of Pocket Cost to Student (if any)::	\$357.00
Cost to Chaperone (if any)::	\$600
Cost Breakdown per Student - Event Fee::	The \$357 includes the conference fee, hotel for two nights, meals starting Wed. evening and ending Friday at lunch.
Cost Breakdown per Student - Meals::	Included in conference price
Cost Breakdown per Student - Travel::	District transportation
Cost Breakdown per Student - Other::	Stated above
Cost Breakdown per Student TOTAL::	\$357.00 - The actual cost for each student is \$442.00. We are offsetting the cost of each students fee using funds from our fundraising. This enables the cost per student to be \$357.00.
Upload supporting itinerary:	
Email Address:	<a href="mailto:utzs@victorschools.org">utzs@victorschools.org</a>
Is this an overnight trip?:	Yes
Please select the correct Nurse for your building.:	HS, Kim Spitzer
Who will be paying for bus transportation (if someone other than VCSD)?:	N/A

#### Approval history

In progress

Copy Sent to [clinkk@victorschools.org](mailto:clinkk@victorschools.org)  
 Approved by [siestob@victorschools.org](mailto:siestob@victorschools.org)  
 Approved by [finterk@victorschools.org](mailto:finterk@victorschools.org)  
 Approved by [clinkk@victorschools.org](mailto:clinkk@victorschools.org)

## **\*UPDATED VCS Field Trip Form\***

You have been requested to review the following:

Requestor's Email Address:	<a href="mailto:gydesenme@victorschools.org">gydesenme@victorschools.org</a>
Requestor's First Name:	Melissa
Requestor's Last Name:	Gydesen
School:	HS
Course / Grade Level of Students::	Victor Robotics (FRC Team 1559)/9-12
Short Description or Name of Field Trip:	FRC Buckeye Regional Competition
Select the appropriate type of field trip:	Extra curricular
Have BOTH the District and Building calendars been checked for potential conflicts?:	Yes
Estimated number of Students::	30
Departure Date::	Apr 02, 2025
Place of Departure::	HS Bus Loop
Type of Transportation::	coach bus
Departure Time::	12:45 PM
Destination (include EXACT address)::	Cleveland Stat University - Wolstein Center, 2000 Prospect Ave E, Cleveland OH
Time you plan to REACH your destination::	5:00 PM
Return Date::	Apr 05, 2025
Time you plan to LEAVE your destination::	6:15 PM
Estimated Round-Trip Mileage:	600
Return Time::	11:30 PM

Would you like the bus to stay with the group or may it return at a different time?:	No, the bus can return at a different time
Arrangements for meals (if necessary)::	team can pre-order meals or walk to area restaurants, in groups
Preparation: How will the student be prepared for the trip as an instructional activity?:	brainstorming, design and build of robot and attendance at an earlier competition
On trip: What instructional activities will occur on the trip?:	meet with other team to share design/build information and strategies
Upon Return: What activities will occur to enrich the experience and determine if the objectives were accomplished?:	debrief of the event (pros and cons) and brainstorming of changes for world championship (if team will attend) or for a fall 2025 off-season event
What instructional provisions have been made to help participants keep up with other classes that they will miss?:	students will meet with their teachers beforehand to get homework assignments. Time will be allowed each evening for students to do schoolwork.
What specific instructional plans have been made for any student missing the field trip?:	n/a - extra curricular activity.
Please note any scheduled teaching assignments (classes, study halls, supervisory assignments, etc.) that will need coverage during the time period of this field trip.:	n/a
Do you have any supporting documents such as an itinerary?:	Yes
Estimated Number of Chaperones (including teachers/staff/parents)::	8-10
Special arrangements, instructions, or comments::	itinerary is a draft only. Final times are dependent on availability of the bus and the event agenda.
Will you be requesting this trip again next year?:	Maybe
School and/or District Funding Requested?:	Yes

If fundraising is involved, please describe::	corporate sponsor donations, bottle/can recycling
Out of Pocket Cost to Student (if any)::	\$150-\$200
Cost to Chaperone (if any)::	\$50-\$100
Cost Breakdown per Student - Event Fee::	0
Cost Breakdown per Student - Meals::	\$30-\$100
Cost Breakdown per Student - Travel::	\$100
Cost Breakdown per Student TOTAL::	\$150-\$200
Upload supporting itinerary:	<a href="#">File Upload 1</a>
Email Address:	<a href="mailto:gydesenme@victorschools.org">gydesenme@victorschools.org</a>
Is this an overnight trip?:	Yes
Please select the correct Nurse for your building.:	HS, Kim Spitzer
Who will be paying for bus transportation (if someone other than VCSD)?:	Bus will be paid for using FRC Team 1559 budgetary funds

#### Approval history

In progress

Copy Sent to [clinkk@victorschools.org](mailto:clinkk@victorschools.org)  
 Approved by [siestob@victorschools.org](mailto:siestob@victorschools.org)  
 Approved by [finterk@victorschools.org](mailto:finterk@victorschools.org)  
 Approved by [clinkk@victorschools.org](mailto:clinkk@victorschools.org)

## \*UPDATED VCS Field Trip Form\*

You have been requested to review the following:

Requestor's Email Address:	<a href="mailto:brewerl@victorschools.org">brewerl@victorschools.org</a>
Requestor's First Name:	Laura
Requestor's Last Name:	Brewer
School:	HS
Course / Grade Level of Students::	Wind Ensemble/12th grader
Short Description or Name of Field Trip:	The student has been selected to perform in the Nafme Eastern Division Honors Ensemble Band, on bassoon. They will attend rehearsals over 3 days that will culminate in a final concert on the 4th day (April 24 - 27, 2025).
Select the appropriate type of field trip:	Extra curricular
Have BOTH the District and Building calendars been checked for potential conflicts?:	Yes
Estimated number of Students::	1
Departure Date::	Apr 24, 2025
Place of Departure::	Victor CSD Transportation Building
Type of Transportation::	School Vehicle (Brian Siesto already spoke with Kelly Clink)
Departure Time::	7:00 AM
Destination (include EXACT address)::	Hartford, Connecticut
Time you plan to REACH your destination::	1:00 PM
Return Date::	Apr 27, 2025

Time you plan to LEAVE your destination::	3:30 PM
Estimated Round-Trip Mileage:	700 - 750 miles
Return Time::	8:30 PM
Would you like the bus to stay with the group or may it return at a different time?:	Yes, the bus can stay with the group
Arrangements for meals (if necessary):	All of the student's meals will be covered with the payment of his registration. They would be responsible for lunch on the way to Hartford, CT and dinner on the way back from CT.
Preparation: How will the student be prepared for the trip as an instructional activity?	The student will prepare selected music for the All-Eastern Band to perform. They will submit seating audition recordings by the given deadline. Prior to that deadline and after, they will be rehearsing on their own and during his school lessons with Mrs. Brewer.
On trip: What instructional activities will occur on the trip?:	The student will be in rehearsal on April 24th, 25th and 26th. During this time the guest conductors will share there expertise in the music field and direct them to an extremely high level of performance of the musicians from around the Eastern part of the United States.
Upon Return: What activities will occur to enrich the experience and determine if the objectives were accomplished?:	The student will return with a broader knowledge of musicians from around the Eastern United States and share their experiences with their peers in the Wind Ensemble and other ensembles he performs in.
What instructional provisions have been made to help participants keep up with other classes that they will miss?:	All of the student's teachers will be informed of his absence in advance and he knows he will be responsible for any missed work.
What specific instructional plans have been made for any student missing the field trip?:	NA
Please note any scheduled teaching assignments (classes, study halls, supervisory assignments, etc.) that	Laura Brewer and Anthony D'Agostino will need substitute coverage for April 24th and 25th. They will submit for coverage in Frontline and Wincap in advance. They will also complete the

will need coverage during the time period of this field trip.:	forms to attend the conference at the Convention Center in Hartford, CT.
Do you have any supporting documents such as an itinerary?:	Yes
Estimated Number of Chaperones (including teachers/staff/parents)::	2
Special arrangements, instructions, or comments::	Travel will be via school vehicle (one of the SUV's) as per Brian Siesto's conversation with Kelly Clink.
Will you be requesting this trip again next year?:	Maybe
School and/or District Funding Requested?:	Yes
If fundraising is involved, please describe::	NA
Out of Pocket Cost to Student (if any)::	Lunch on the 24th and Dinner on the 27th (travel days to and from Victor, NY)
Cost to Chaperone (if any)::	Any meals not covered by the district.
Cost Breakdown per Student - Event Fee::	\$700.00
Cost Breakdown per Student - Meals::	Less than \$20 for lunch, less than \$20 for dinner (meals will most likely be at rest areas on the thruway)
Cost Breakdown per Student - Travel::	\$0 - covered by the district vehicle
Cost Breakdown per Student - Other::	NA
Cost Breakdown per Student TOTAL::	\$700 plus lunch and dinner (\$40)
Upload supporting itinerary:	
Email Address:	<a href="mailto:brewerl@victorschools.org">brewerl@victorschools.org</a>
Is this an overnight trip?:	Yes
Please select the correct Nurse for your building.:	HS, Kim Spitzer



Who will be paying for bus  
transportation (if someone other  
than VCSD)?:

VCSD

#### Approval history

In progress

Copy Sent to [clinkk@victorschools.org](mailto:clinkk@victorschools.org)  
Approved by [siestob@victorschools.org](mailto:siestob@victorschools.org)  
Approved by [finterk@victorschools.org](mailto:finterk@victorschools.org)  
Approved by [clinkk@victorschools.org](mailto:clinkk@victorschools.org)

## **\*UPDATED VCS Field Trip Form\***

You have been requested to review the following:

Requestor's Email Address:	<a href="mailto:mandileg@victorschools.org">mandileg@victorschools.org</a>
Requestor's First Name:	Geoff
Requestor's Last Name:	Mandile
School:	HS
Course / Grade Level of Students::	9-12
Short Description or Name of Field Trip:	Gridiron Champions Football Camp at Hamilton College
Select the appropriate type of field trip:	Athletics
Have BOTH the District and Building calendars been checked for potential conflicts?:	Yes
Estimated number of Students::	50-55
Departure Date::	Jul 20, 2025
Place of Departure::	North Parking Lot
Type of Transportation::	School bus--2 Large w/ underneath storage and 1 small equipment bus
Departure Time::	9:00 AM
Destination (include EXACT address)::	Clinton, New York
Time you plan to REACH your destination::	11:00 AM
Return Date::	Jul 24, 2025
Time you plan to LEAVE your destination::	12:00 PM
Estimated Round-Trip Mileage:	226 Miles
Return Time::	2:00 PM
Would you like the bus to stay with the group or may it return at a different time?:	No, the bus can return at a different time

Arrangements for meals (if necessary)::	N/A
Preparation: How will the student be prepared for the trip as an instructional activity?:	Brochure sent home with all students and multiple emails to players/parents regarding what is required for the trip.
On trip: What instructional activities will occur on the trip?:	3 classroom meetings and 3 practices a day, along with team-building activities.
Upon Return: What activities will occur to enrich the experience and determine if the objectives were accomplished?:	Pre-season practice will begin in August.
What instructional provisions have been made to help participants keep up with other classes that they will miss?:	N/A. The trip is during summer break so students will not miss any classes.
What specific instructional plans have been made for any student missing the field trip?:	We will review all material covered in camp during our pre-season practices.
Please note any scheduled teaching assignments (classes, study halls, supervisory assignments, etc.) that will need coverage during the time period of this field trip.:	N/A
Do you have any supporting documents such as an itinerary?:	No
Estimated Number of Chaperones (including teachers/staff/parents)::	6
Special arrangements, instructions, or comments::	N/A
Will you be requesting this trip again next year?:	Yes
School and/or District Funding Requested?:	No
If fundraising is involved, please describe::	N/A
Out of Pocket Cost to Student (if any)::	\$435--any student with financial need will receive support from the Football Booster Club
Cost to Chaperone (if any)::	0
Cost Breakdown per Student - Event Fee::	0
Cost Breakdown per Student - Meals::	0
Cost Breakdown per Student - Travel::	0
Cost Breakdown per Student - Other::	0

Cost Breakdown per Student TOTAL::	\$435
Email Address:	<a href="mailto:mandileg@victorschools.org">mandileg@victorschools.org</a>
Is this an overnight trip?:	Yes
Please select the correct Nurse for your building.:	HS, Kim Spitzer

### Approval history

In progress

Copy Sent to [clinkk@victorschools.org](mailto:clinkk@victorschools.org)  
 Approved by [siestob@victorschools.org](mailto:siestob@victorschools.org)  
 Approved by [finterk@victorschools.org](mailto:finterk@victorschools.org)  
 Approved by [weimerd@victorschools.org](mailto:weimerd@victorschools.org)  
 Approved by [clinkk@victorschools.org](mailto:clinkk@victorschools.org)

## **Weapons in School and the Gun-Free Schools Act**

No student may bring in or possess any "firearm" or "weapon" on school property, on a school bus or District vehicle, in school buildings, or at school-sponsored activities or settings under the control or supervision of the District regardless of location. Any student who has been found guilty of bringing in or possessing a firearm or weapon in violation of this policy will be disciplined in a manner consistent with law and the District's Code of Conduct. Discipline may include a mandatory suspension for a period of not less than one calendar year for a student who is determined to have violated the Federal Gun-Free Schools Act and its implementing provisions in the New York State Education Law, provided that the Superintendent may modify the suspension requirement on a case-by-case basis.

Students who have brought a "weapon" or "firearm" to school will be referred by the Superintendent to either a presentment agency (the agency or authority responsible for presenting a juvenile delinquency proceeding) or to appropriate law enforcement officials. These referrals will be made as follows: a student who is under the age of 16 and who is not a 14 or 15 year-old who qualifies for juvenile offender status under the Criminal Procedure Law will be referred to a presentment agency for juvenile delinquency proceedings; a student who is 16 years old or older, or who is 14 or 15 and qualifies for juvenile offender status, will be referred to the appropriate law enforcement authorities.

For the purposes of this policy, the term "weapon" will be as defined in 18 USC 930(g)(2).

For the purposes of this policy, the term "firearm" will be as defined in 18 USC 921(a).

Students with disabilities continue to be entitled to all rights set forth in the Individuals with Disabilities Act and Education Law Article 89. This policy does not authorize suspension of students with disabilities in violation of those authorities.

This policy also does not diminish the authority of the Board to offer courses in instruction in the safe use of firearms in accordance with Education Law Section 809-a.

Ref: Gun-Free Schools Act as amended by the Every Student Succeeds Act (ESSA) of 2015,  
20 USC Section 7961  
18 USC Sections 921(a) and 930(g)(2)  
Criminal Procedure Law Section 1.20(42)  
Education Law Sections 809-a and 3214

Cross-ref:

1611 – Weapons on School Grounds  
5300, Code of Conduct

## **School Volunteers and Visitors to the School**

All visitors, including volunteers, will be required to report to the Main Office upon arrival at school and share the purpose for their visit. Visitors will be required to provide a state or government issued ID to enter into the Visitor Management System at the appropriate school building.

The Board recognizes the need to develop a school volunteer program to support District instructional programs and extracurricular activities. The purpose of the volunteer program will be to strengthen school/community relations through positive participation.

Volunteers are persons who are willing to donate their time and energies to assist Principals, teachers, and other school personnel in implementing various phases of school programs. Volunteers shall serve in that capacity without compensation or employee benefits except for liability protection under the District's insurance program. All volunteers will work under the supervision of a District employee.

### **During School Hours**

Each prospective volunteer will be required to provide a valid state or government issued ID and be cleared by the Visitor Management System at the appropriate school building prior to entering. Once entry is approved, the volunteer will be issued a badge with the visitor's name, the date, and purpose of visit.

### **Outside of School Hours**

During building office hours before entry and the commencement of volunteer service, volunteers will be required to provide a valid state or government issued ID and be cleared by the Visitor Management System at the appropriate school building.

The District retains the right to determine the status and service of volunteers. It is the responsibility of the building principal/administrator to inform all staff and prospective volunteers of the volunteer policy.

### **Electronic Visitor Management System**

The District utilizes an electronic visitor management system (EVMS) in order to ensure the safety and welfare of its students, staff, and guests. When any visitor, including parents and volunteers, wishes to enter any school building during school hours, they must present a valid state or government issued photo ID, such as a valid driver's license. Prior to entry being permitted, the EVMS will check visitors against known sexual offender databases. Once the visitor's ID is scanned, the EVMS will print a visitor's badge which must be worn throughout the duration of the visit. Visitors should return this badge at the end of their visit so that they may be checked out of the building in a timely fashion. Visitors who refuse to produce IDs or fail the check of sexual offender databases, will be asked to either wait in the school building lobby or to leave school premises.

Administrative regulations will be developed to implement the terms of this policy.

Education Law Section 2801

Penal Law Sections 140.10 and 240.35