

BOARD MEETING: Regular Meeting
DATE: Wednesday, February 1, 2023
TIME: 6:00 p.m.
PLACE: Naples High School Cafeteria

I. Meeting Called to Order

II. Roll Call

III. Adopt the Agenda of the Regular Meeting of February 18, 2023 (Board Action)

IV. Executive Session (Board Action)

V. Pledge of Allegiance

VI. Public Comments: The Board of Education invites you, the residents of our school community, to feel comfortable in sharing matters of interest or concern that you might have with us. The Board President will be happy to recognize those of you who wish to speak. We would ask that you come forward and please identify yourself before presenting your thoughts.

Those items brought to the attention of the Board during this time may be taken under consideration for future response or action. (*Individual comments will be limited to three minutes.*)

As a matter of courtesy, we ask that issues related to specific School District personnel or students be brought to the attention of the Superintendent of Schools privately. Thank you for this consideration.

Board Response: The Board of Education is committed to keeping communication open and transparent. The Board of Education President will be working with the Board and the Superintendent to make every effort to respond to public comments directed to the Board of Education at previous meetings, during the next scheduled meeting.

VII. Points of Interest

VIII. Superintendent Recognitions & Updates

- Math Department Report
- Technology Department Report
- Student Representative Update
- Superintendent Update
- Administrative Update
- School Business Administrator Update

IX. Board Reports

- Facilities Committee

X. Minutes (Board Action)

- Regular Meeting of January 4, 2023

XI. Award Capital Outlay Project Bid (Board Action)

XII. SEQRA Resolution: 2023-2024 Capital Outlay Project (Board Action)

XIII. SEQRA Resolution: 2023-2024 EV Charging Station (Board Action)

XIV. Business (Board Action)

- Budget Transfers
- Discards
- Foreign Exchange Student
- Student Trip
 - Robotics

XV. Personnel (Board Action)

- Resignation
 - Information Technology Support Technician II
- Department Chairperson

XVI. Consent Agenda Items (Board Action)

- CSE and 504 Committee Recommendations
- Field Experience Hours
- Volunteers
- Substitutes

XVII. Adjournment (Board Action)

Regular Meeting

February 1, 2023

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, February 1, 2023 at 6:04 p.m. in the Naples High School Cafeteria.

Members Present: Jacob Hall Gail Musnicki
 Amie Levine Angela Rischpater
 Steven Mark Maura Sullivan

Members Absent: Robert Brautigam Joseph Callaghan
 Kelley Louthan

Also Present: Kevin Swartz, Chad Hunt, Nicole J. Green, Lindsey Evershed-Pursel, Nedelcho Neumann and Pamela Claes.

Guests: Chad Ayers and Adam Robison

A quorum being present, the meeting was called to order at 6:04 p.m. by Board President Jacob Hall.

Motion: Gail Musnicki

2nd: Steven Mark

Resolved, that the Board of Education approves the agenda of the Regular Meeting of February 1, 2023 as presented.

Voting Yes: 6 Motion Carried

Voting No: 0

Motion: Steven Mark

2nd: Amie Levine

Resolved, that the Board of Education approves calling an executive session at 6:04 p.m. for the purpose of discussing the employment history of a particular person or persons.

Voting Yes: 6 Motion Carried

Voting No: 0

Time out of Executive Session: 6:36 p.m.

Pledge of Allegiance

Public Comments: None

Points of Interest: None

Superintendent Recognitions & Updates:

Superintendent Swartz introduced Department Chairpersons Chad Ayers and Adam Robison, thanking them for taking time out of their schedules to present updates on their respective departments.

Technology Department Report

Department Chairperson Chad Ayers thanked the board for the opportunity to speak, noting the Technology Education department consists of himself and Mr. Antone Olney, adding Mr. Olney teaches two sections of Math as well as Technology. Mr. Ayers stated Mr. Olney is teaching three sections of Technology 8 and one section of Computer Hardware and Programming; Mr. Ayers stated he is teaching two sections of Design and Drawing for

Production, as well as one section each of Principles of Engineering, Metal Technology, Computer Aided Drawing & Advanced Solid Modeling, and is co-teaching Applied Math for Building Trades with teacher Brian Battle; Mr. Ayers stated the last few years with the COVID Shutdown and Hybrid Year of posed big issues for them as they were unable to do the hands-on learning they had done in the past and all of their drawing software is pretty much desktop based and did not work with the chrome book option; With the retirement of Mr. Wilde they had a Department Staff Change, stating they were very fortunate to have Mr. Olney come in and do what was needed to obtain a Technology Education certification and take over the responsibility for the Technology 8 classes, adding Mr. Olney does a tremendous job; The department is trying to do more and more CNC Technology, trying to introduce opportunities for the students have that skill going into trade school or an engineering program; Mr. Ayers stated they wanted to mix some of the traditional hands-on skills with newer manufacturing processes so they developed projects where the students have to design a Marble Maze, noting the students come up with the design, then program the CNC Router to cut the maze and finally make the frame for the maze, giving them experience working on new technology and then all of the hands-on skills using shop tools; The Metal Technology & Fabrication class is in the midst of doing hands-on fabrication, starting with how to design a project, organize the building process, as well as learning how to cut and weld their product; The Applied Math for Building Trades was developed as an extra Technology or Math credit for anyone attending BOCES or a trade program would be able to use this class, adding they have tried to come up with projects for the school and community noting one of their projects was to build Helmet Cubbies for the dugout at the Community Park and they also built Buddy Benches for the playground; Goals for the Department are to complete the curriculum writing process, explore possible changes to High School Technology Elective Offerings, work to offer courses that engage students at all levels from an Engineering Track to Skilled Trades or the Workforce, improve visibility and promotion of the Technology Education Department, and continue professional development work related to CNC/CAM operations for the mill and new plasma cutter.

Superintendent Swartz thanked Mr. Ayers, expressing his appreciation for the way the Technology Department is working towards direct connections towards careers and trying to enhance what they are doing and looking forward to potential courses they may be able to offer in the future that may further prepare kids for fields that may not have existed even five years ago, thanking Mr. Ayers for their flexibility and forward thinking.

Math Department Report

Department Chairperson Adam Robison stated there are five Math teachers in the Department, Antone Olney for Math 7, Lesah McMullen for Math 8 and Advanced Algebra, Joe Gursslin for Algebra 1 and Real World Math, Shelly Hannacker for Geometry and College Algebra, and Adam Robison for Calculus, Algebra II and Statistics. Mr. Robison noted all of the Math teachers have a vested interest in the District as they all have children currently attending NCS or children who have recently graduated and all have been here for a number of years and will continue to be here for a number of years and are involved in the community through coaching, Robotics, clubs advisors, etc.; Mr. Robison also mentioned Special Education teachers Brian Battle, Jerri Jensen, Brenda Boylan and Teacher Aide Anne Murray, noting they are a great support to students in the Math classes; Adam stated the department currently offers Math 7, Math 7 Accelerated, Math 8, Algebra 1, Applied Geometry, Geometry, Algebra 2, Real World Math, College Algebra, Math of Money,

Gemini Pre-Calculus, Gemini Statistics and AP Calculus, adding Mrs. Hannacker is looking to get approved to teach a Gemini Business course through FLCC; Mr. Robison stated the gaps from the Covid interruption in learning are very noticeable as Math is such a sequential content area, adding the department is looking at ways to get the students caught back up, reviewing with students and trying to be as consistent as possible as a department when it comes to classroom expectations so that they can eliminate that learning curve for the kids when transitioning each year from one teacher to another with common goals and practices as well as similar assessment techniques, and focusing on being more involved with the Math instruction taking place at the Elementary level, sharing with the Elementary what they do with those foundational skills taught at the Elementary and connecting the standards across; Discussing Social Emotional Skills and Supports and making an effort as a District to make sure kids are being connected with an adult in the building and trying to show interest in a student's life outside of the classroom, trying to get students re-engaged with education and being flexible with due dates and assignment expectations; Implementing a pre-teaching program into Math Workshop designed to improve student confidence and engagement in the classroom, as well as instructing students on effective note taking and studying techniques; The Department is working to provide opportunities for all students, such as pushing more Real World Math students in to the Math of Money class which covers similar content and would give them Gemini college credit, advertising the financial benefit of taking Gemini classes, adding Gemini Calculus turning PreCalc into a half-year course with Gemini Calculus as the second half of the year; Mr. Robison stated they appreciate that the District is continuing to provide supplies to students so that everyone starts the year with the same tools such as a notebook, binder, and level appropriate calculator; They have piloted a new assessment this year to try and find a better way to identify the gaps, a program that provides more support for the student, personalizing instruction. A period of board discussion followed pertaining to information presented.

Superintendent Swartz thanked Mr. Robison for his expressing his appreciation for not only the great instruction work but for the all the things they are doing to build those relationships with kids and making their education a good experience.

Student Representative Report

Student Representative Nedelcho Neumann stated with midterms and other activities it has been a little chaotic so they haven't been able to get kids together yet to work on the Mascot; Swimming team has done very well, stating they just won the Leagues with Brady Grove winning the League for diving, adding Swimming sectionals will be on February 15th and 17th; Skiing Sectionals are on February 14th and 15th; Basketball is going well, noting they may not be winning all the time but their mentality is great this year and the kids are still really enjoying playing, adding the program numbers are starting to increase; Bowling Team is 2nd in the league with two matches remaining, stating last night was their senior night.

Superintendent Update

Superintendent Swartz stated they had a meeting last week with the architects, SEI, and the Construction company for the Capital Project, noting in terms of the budget, the bids coming back are fairly favorable and we should be able to have an update on the budget piece in another week or two, adding plans for the project are at SED and they are estimating 12-14 weeks before we will get a response from SED, keeping us within our timeline, adding when the plans were first submitted, because of the age of our building we have to go through

additional review and we are required to maintain some of the historical elements in the auditorium to the greatest degree possible, adding they did not make any changes to effect the overall function of the space, just a few suggestions around a few things for the ceiling and walls that would align historically, adding he appreciates that our architects, SEI, were able to make some changes right away and they had a chance to review the changes in today's Facilities Committee meeting and they feel pretty good about the changes.

Mr. Swartz congratulated the Swim Team on their great job; the Junior High students performed at All-County in Seneca Falls over the weekend, commending them on a great job; the District received the initial draft for the WFL BOCES 2023-2024 School Calendar, adding he will be sharing the initial draft with the Board of Education within the next few days, adding we hope to approve the calendar by late February or early March.

Administrative Update

None

School Business Administrator Update

School Business Administrator Chad Hunt stated they had received the 1st State Aid run twenty minutes before the meeting today; he met with Bernie Donegan's office and finalized our exclusions and our Debt Service, noting we are waiting for final information from WFL BOCES which will be included in calculations for the exclusions; Mr. Hunt reviewed initial estimates on the budget, noting there will be a decrease in Transportation costs as the number of students who are transported out-of-district is decreasing, Debt Service will increase dependent on the final interest rate for the Bond Notes for the Capital Project; The District is looking at submitting a proposition to use \$50-100,000 from the 2021 Capital Reserve to cover costs associated with the infrastructure expenses; Mr. Hunt noted the board will be asked to approve the Capital Outlay Project Bid, reminding them that the state reimburses 60% of the cost of the project, adding that work is scheduled to start over spring break.

Board Report:**Facilities Committee Report**

Board Member Jacob Hall stated the committee had discussed the following topics: Sprucing up the landscaping at the Elementary school, particularly in front of the building, keeping in mind color and ease of landscaping; Getting some basic signs for the Elementary School and in particular the Bus Garage to help delivery trucks locate the garage; Lighting for the Flag Pole at the High School; Work around the Memorial area will be completed this spring; The parking lot lights, noting the Fire Department will be helping us with the bucket truck.

Motion: Steven Mark

2nd: Gail Musnicki

Resolved, that the Board of Education approves the minutes of the following meeting as presented:

- Regular Meeting of January 4, 2023

Voting Yes: 6

Motion Carried

Voting No: 0

Motion: **Gail Musnicki**
2nd: **Angela Rischpater**

Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education authorizes the following 2022-2023 Capital Outlay Project Bid Award as presented:

Kuehne Construction, Inc.
122 Garfield Avenue
Penn Yan, NY14527
Contract #101

Base Bid Amount: Ninety-Three Thousand Two Hundred and Fifty Dollars (\$93,250.00)

Voting Yes: 6 **Motion Carried**
Voting No: 0

Motion: **Maura Sullivan**
2nd: **Gail Musnicki**

Whereas, the Naples Central School District (the “District”) has considered the impacts to the environment of the following scope of work to be completed:

Replacement of exterior doors at the elementary school.

Whereas, the Board has reviewed the Scope of Work presented and has further consulted with its architects, with respect to the potential for environmental impacts resulting from the Proposed Action, and

Whereas, the Board has reviewed the Proposed Action with respect to the Type II criteria set forth in 6 NYCRR Part 617.5(c) and concluded that the project involves the maintenance and repair of existing facilities involving no substantial changes in an existing structure, and replacement, rehabilitation and reconstruction of structures in kind, now therefore;

Be It Resolved, by the District as follows:

1. The Proposed Action, does not exceed thresholds established under 6 NYCRR Part 617, of the state Environmental Quality Review Act, (SEQRA).
2. The Board hereby determines the Proposed Action is a Type II action in accordance with the SEQRA regulations.
3. No further review of the Proposed Action is required under SEQRA.
4. This resolution shall be effective immediately.

Voting Yes: 6 **Motion Carried**
Voting No: 0

Motion: **Maura Sullivan**
2nd: **Steven Mark**

Whereas, the Naples Central School District (the “District”) seeks to undertake a project, including, but not limited to:

Installation of electric vehicle charging stations and associated infrastructure modifications at the District Bus Garage.

Whereas, the State Environmental Quality Review Act (“SEQRA”) and the regulations thereunder require the Board to undertake a review of the potential environmental impacts, if any, associated with the project before approving same; and

Whereas, 6 NYCRR Section 617.7 requires a lead agency to issue a written determination of significance with respect to any proposed Unlisted action; and

Whereas, the Board of Education has received and carefully considered the Environmental Assessment Form as well as the nature and scope of the action as submitted by its architect to assess the environmental impact of the project.

Now, Therefore, Be It Resolved, that the Board finds and concludes as follows:

Resolved, that the proposed action is an Unlisted Action within the meaning of 6 NYCRR 617; and it is further

Resolved, that the Board hereby declares itself lead agency with respect to the environmental review of the proposed project; and it is further

Resolved, that upon consideration of the foregoing, the Board finds and concludes that the proposed action will not result in any significant adverse impacts to the environment; and it is further

Resolved, that the Board hereby issues a Negative Declaration with respect to the proposed action; and it is further

Resolved, that this resolution shall take effect immediately.

Voting Yes: 6

Motion Carried

Voting No: 0

Motion: Gail Musnicki

2nd: Steven Mark

Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following Business resolutions as presented:

- Resolved, that the Board of Education approves the following Budget Transfers:

Budget Account	Description	Amount Transferred From	Amount Transferred To
To cover debt service interest payment for approved Capital Project:			
A9010-800-00-0000	State Retirement	-69,050.00	
A9711-700-00-0000	Serial Bonds – School Construction		69,050.00
	Serial Bonds Interest		
To cover our Social Worker through WFL BOCES:			
A2250-490-00-0000	BOCES Tuition Special Education	-81,500.00	
A2110-490-00-0000	BOCES Instructional		81,500.00
Total Amount Transferred From:		-150,550.00	
Total Amount Transferred To:			150,550.00

- Resolved that approval be given for the following to be declared surplus property and approval given to discard as per Policy #5250:

- Elementary Library Discards:

One Copy: Judy Moody
Judy Moody Declares Independence
Judy Moody M.D.: The Doctor Is In!

Two Copies: I Spy School Days: A Book of Picture Riddles
The Three Snow Bears

- Resolved, that the Board of Education approves the attendance of Foreign Exchange student Antonia Sophie Kempermann, for the 2023-2024 school year, as per Board Policy # 7132, Non-Resident Students.
- Resolved, that the Board of Education authorizes the following student trip:
 - The Robotics FIRST Regional Competition to be held March 29, 2023 – April 1, 2023 at the CSU Wolstein Center in Cleveland, Ohio.

Voting Yes: 6**Motion Carried****Voting No: 0****Motion: Steven Mark****2nd: Angela Rischpater****Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following personnel item as presented:**

- Resolved, that the Board of Education approves the resignation of Riley Collins, Information Technology Support Technician II, with regret, effective February 4, 2023.
- Resolved, that the Board of Education approves the following Department Chairperson for the remainder of the 2022-2023 School Year, as per the Naples Teachers' Association current contract:

High School - Foreign Languages: Heather Reigelsperger effective January 30, 2023.

Voting Yes: 6**Motion Carried****Voting No: 0****Motion: Gail Musnicki****2nd: Steven Mark****Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education, approves the Consent Agenda Items as presented:**

- Resolved, that the Board of Education accepts the committee recommendations from the following meetings:
 - CSE Committee actions of December 6, 2022; January 3, 2023 and January 11, 2023.
 - 504 Committee actions of January 11, 2023.
- Resolved, that the Board of Education hereby approves the following for Field Experience Hours as required for certification:

<u>Name</u>	<u>Placement</u>	<u>Supervising Teacher</u>
Meghan Labaron	Science	Ellen Ellison
- Resolved, that the Board of Education hereby approves the following Volunteers:

<u>Name</u>	<u>Position</u>	<u>Address</u>
Meaghan Finlay	Volunteer	5969 County Road 32, Canandaigua, NY 14424
Hunter Marsh	Volunteer	5696 Big Tree Street, Livonia, NY 14487
- Resolved, that the Board of Education hereby approves the following Substitute appointments, pending a successful background clearance report provided to the school as a result of the fingerprinting process:

<u>Name</u>	<u>Position</u>	<u>Address</u>
Maxwell Bruen	Teacher	18 Weld Street, Naples, NY 14512
Ellen Quibell	Teacher	19 East Lake Road, Cohocton, NY 14826
Joseph Polimeni	School Bus Driver	9 West Avenue, Naples, NY 14512

Voting Yes: 6**Motion Carried****Voting No: 0**

Regular Meeting

February 1, 2023

Motion: Steven Mark
2nd: Gail Musnicki

There being no further business, the Regular Meeting of February 1, 2023 is hereby adjourned at 7:33 p.m.

Voting Yes: 6

Motion Carried

Voting No: 0

Dated this 1st day of February 2023

Panela J. Ocas

Pamela Jo Claes, District Clerk

BOE Report for Technology Education Naples Central School 2022-2023



Instructors: Antone Olney, Chad Ayers

CURRENT COURSE OFFERINGS

Mr. Olney

- ☐ Technology 8 (3 Sections)
- ☐ Computer Hardware & Programming

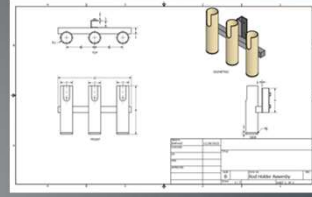


Mr. Ayers

- ☐ Design & Drawing for Production (2 Sections)
- ☐ Principles of Engineering
- ☐ Metal Technology - Fabrication & Precision
- ☐ Computer Aided Drawing & Advanced Solid Modeling
- ☐ Applied Math for Building Trades (Co-Taught)



Over the past few school years...



COVID Shutdown & Hybrid Year - difficulties with hands-on based learning and drawing software

Department Staff Change - Mr. Olney acquiring Tech Ed certification, taking over responsibility for Tech 8 classes

CNC Implementation - Continue to further improve skills related to programming and operation to further implement in the department

A FEW CURRENT PROJECTS

- ❑ TECH 8 - Marble Maze Design - CAD Design, CNC Programming, Material Processing, Manufacturing, Hands-on Machine Skills



A FEW CURRENT PROJECTS

- ❑ METAL TECH FABRICATION & PRECISION - Custom Design and Fabrication Project - Product Design & Planning, Cutting & Welding Methods, Fabrication Process



A FEW CURRENT PROJECTS

- ❑ APPLIED MATH FOR BUILDING TRADES - Hands-on projects using applied math concepts for school/community - Helmet Cubbies, Playground Buddy Bench



DEPARTMENT GOALS

- ❑ Complete curriculum writing process
- ❑ Explore possible changes to HS Tech Elective Offerings
- ❑ Work to offer courses that engage students at all levels - From Engineering Track > Skilled Trades > Workforce
- ❑ Improve visibility and promotion of the Tech Ed department
- ❑ Continue PD work related to CNC/CAM operations for mill and new plasma cutter



Math Department 2022-2023 Board Report ...

The Math Team

Antone Olney

Lesah McMullen

Joe Gursslin

Shelly Hannacker

Adam Robison

*Honorable Mention: Brian Battle, Jerri Jensen, Brenda Boylan, Anne Murray

Current Course Offerings

Math 7

Math 7 Accelerated

Math 8

Algebra 1 (Regents)

Applied Geometry (16 students)

Geometry (Regents, 26 students)

Algebra 2 (24 students 10/11)

Real World (15 students)

College Algebra (2 students)

Math of Money (2 students)

Gemini PreCalculus (10 students)

Gemini Statistics (11 students)

AP Calculus AB (2 students)

Foundational Academic Skills

Gaps from the interruption in learning are very noticeable

- Review as gaps appear
- Spiraling content from previous courses and previous units
- Frequent conversations within the department to anticipate areas of concern

Consistent classroom expectations

- Common goals
- Common practices
- Similar assessment techniques

Focused on being more involved with the math instruction taking place at the Elementary level

- Share with them what we do with those foundational skills they teach
- Connect standards across buildings

Foundational Social Emotional Skills and Supports

District efforts are being made to make connections with students

- Showing interest in the things students do outside of the classroom
- Flexibility with due dates and assignment expectations

Implementing a pre-teaching program into Math Workshop

- Designed to improve student confidence in the classroom

Instruction on effective note take and studying techniques (How to be a student)

Opportunities for All NCS Students

Push more Real World students to Math of Money

- Courses cover similar content
- Expose more students to a college level (credit) course

Advertise the financial benefit of taking Gemini courses

- Is the district willing to take on the minimal cost of those courses?

Potential of adding Gemini Calculus

- We could turn PreCalc into a half year course with Calc as the second half
- Covers first half of AP Calculus

Continuation of providing supplies to students

- Everyone starts the year with the same tools
- Notebook, Binder, Level appropriate calculator

Math Workshop

- Relying on Khan Academy to help fill gaps
- Using results from last year's STAR exam
- Still looking for the perfect formula for this time in our day

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

BETWEEN the Owner:

(Name, legal status, address and other information)

Naples Central School District
136 N. Main Street
Naples, NY 14512
315-374-7900

and the Contractor:

(Name, legal status, address and other information)

Kuehne Construction, Inc.
122 Garfield Avenue
Penn Yan, NY 14527
315-694-0040
Contract #101

for the following Project:

(Name, location and detailed description)

Naples Central School District –
2022-2023 Capital Outlay Project
Elementary School
2 Academy Street
Naples, NY 14512
SEI Project No.: 22-4173
SED Control No.: 43-12-01-04-0-002-017

The Architect:

(Name, legal status, address and other information)

SEI Design Group Architects, DPC
224 Mill Street
Rochester, NY 14614
585-442-7010

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

☐ [] A date set forth in a notice to proceed issued by the Owner.

☐ [] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: June 1, 2023

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Ninety-Three Thousand Two Hundred Fifty Dollar and No Cents (\$93,250.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate 1 – Loading Dock Exterior Panels	\$16,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Alternate 2 – Door V12 Exterior Panels	\$20,150	Availability of funds
Alternate 3 – Door V11	\$24,250	Availability of funds
Alternate 4 – Door V12	\$29,900	Availability of funds

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2007, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2007;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2007; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%), in addition to an amount necessary to satisfy any claims, liens or judgments against Contractor, which have not been suitably discharged.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2007.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

0 % (Zero Percent)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2007, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Kevin Swartz, Superintendent of Schools
Naples Central School District
136 North Main Street
Naples, NY 14512
(585) 374-7900

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Alex Kuehne, President
Kuehne Construction
122 Garfield Avenue
Penn Yan, NY 14527
315-694-0040

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

Init.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, , Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2007, and elsewhere in the Contract Documents.

(Paragraphs deleted)

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2007, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .5 Drawings

Number	Title	Date
000115, "Exhibit A"	List of Drawings	11/09/2022

- .6 Specifications

Section	Title	Date	Pages
000110, "Exhibit B"	Table of Contents	11/09/2022	1-2

- .7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	12/01/2022	As indicated

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Table deleted)(Paragraphs deleted)

- .9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2007 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Advertisement to Bid
Instructions to Bidders
Sample Forms
Contractor's Bid Form
Certificates of Insurance
Performance and Payment Bonds

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

Init.

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User Notes:

(1886606190)

OWNER (Signature)

Mr. Jacob Hall
Board of Education President
Naples Central School District

(Printed name and title)


CONTRACTOR (Signature)

Alex Kuehne, President
Kuehne Construction, Inc.

(Printed name and title)

Init.

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User Notes:

(1886606190)

11/09/2022

SECTION 000115 - LIST OF DRAWINGS

General:

 Cover Sheet
G010 Code Compliance

Hazardous Materials:

HM100 Abatement Plan

Architectural:

A100 Overall First Floor Demo Plan
A110 Overall First Floor Plan
A200 Exterior Elevations, Door Schedule, and Details

END OF SECTION 000115

11/09/2022

SECTION 000110 - TABLE OF CONTENTS**Division 00 – Procurement and Contracting Requirements**

000110	Table of Contents – Project Manual
000115	List of Drawings
001110	Advertisement For Bids
002110	Instructions to Bidders (AIA Document A701-2018, with Amendments) & RFI Form
004110	Bid Form
004330	Comparable Product / Equivalent Request Form
004340	Proposed Subcontractors Form
005213	Standard Form of Agreement (AIA Document A101-2017)
007000	General Conditions of the Contract for Construction (AIA Document A201-2007, with Amendments)
007320	Health and Safety Requirements
007340	Schedule of Prevailing Wages

Division 01 – General Requirements

011000	Summary
011215	Project Schedule and Documentation
012300	Alternates
012500	Substitution Procedures
012600	Contract Modification Procedures
012900	Payment Procedures
013100	Project Management and Coordination
013200	Construction Progress Documentation
013300	Submittal Procedures
014000	Quality Requirements
014200	References
015000	Temporary Facilities and Controls
016000	Product Requirements
017300	Execution
017419	Construction Waste Management and Disposal
017700	Closeout Procedures
017823	Operation and Maintenance Data
017839	Project Record Documents
017900	Demonstration and Training

Division 02 – Existing Conditions

028213	Asbestos Abatement
028433	PCB Remediation
028533	Hazardous Material Remediation

Division 03 – Concrete

Not Used

Division 04 – Masonry

Not Used



Division 07 – Thermal and Moisture Protection

074233 Solid Phenolic Panels

Division 08 – Openings

081613 FRP Flush Doors

087100 Door Hardware

088000 Glazing

END OF SECTION 000110

2023 Robotics Trip to Cleveland for the Buckeye Regional Competition

Dates: Wednesday, March 29th through April 1, 2023.

Expenses (estimated):

Transportation:

- Two school Suburbans
- One parent will tow our trailer in a personal vehicle [School has always covered this in the past.]

Event Registration: \$3000 [Already paid through club funds]

Hotel: $7 \times \$125 \times 3 = \2625 [Will be paid through club funds]

Meals: Breakfast will be continental

Lunch is provided by Rochester Community Robotics

Dinner will be paid for via club funds

$(9 \text{ students} + 5 \text{ adults}) \times \$20 \times 4 = \$1120$ [Will be paid through club funds]

Total Estimated Cost: \$6745 + Transportation

Student Expenses: \$0. This is why we fundraise and get sponsors!

Approximate total number of students: 9

Adult Chaperones:

Team Mentors: Patrick Freivald, Adam Robison, Antone Olney

Chaperone: Jessie Olney

Trailer Driver/Chaperone: John Bolton (parent)

Itinerary:

Wednesday

12:00 pm: Mr. Bolton and his children leave school with the trailer, to load
in at ~6 pm at the Wolstein Center in Cleveland

2:30 pm: Team leaves school.

8:00 pm: Arrive at hotel (dinner en route)

Thursday

7:30 am: Arrive at Wolstein Center (walking distance from hotel) for Practice Day

6-8 pm: Leave Wolstein Center, eat dinner, return to hotel

Friday

7:30 am: Arrive at Wolstein Center for Qualification Matches

7 pm: Leave Wolstein Center, eat dinner, return to hotel

Saturday

7:30 am: Arrive at Wolstein Center for Qualification Matches and Tournament

~6 pm: Leave Wolstein Center, eat dinner, return to home

~12:00 am: Arrive at NCS

Travel times and departure times from the venue each night are approximate.