BOARD MEETING:	Regular
DATE:	Wednesday, April 28, 2021
TIME:	7:00 p.m.
PLACE:	Naples High School Cafeteria and via Zoom

- I. <u>Meeting Called to Order</u>
- II. Roll Call
- III. Adopt the Agenda of the Regular Meeting of April 28, 2021

(Board Action)

(Doord Action)

IV. <u>Pledge of Allegiance</u>

V. <u>Public Comments</u>: 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.

<u>Board Response</u>: 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.

- VI. Points of Interest
- VII. Superintendent Recognitions & Updates
 - Quarterly Internal Audit Report
 - Capital Project Conversation
 - Budget Update
 - Student Representative Report
- VIII. Board Report

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- Budget Committee
- Facilities Committee

IA.	Minutes	(Doard Action)
	Regular Meeting of April 7, 2021	
X.	2021-2022 WFL BOCES Administrative Budget	(Board Action)
XI.	WFL BOCES Board of Education Candidates	(Board Action)
XII.	2021-2022 School Budget	
	Adopt 2021-2022 School Budget & 2021-2022 Property Tax Report Card	(Board Action)
XIII	Inter-Municipal Agreement	(Board Action)
	Community Park Facility Use Agreement	
XIV	Capital Project	
	Architectural Contract: SEI Design Group Contract	(Board Action)
XV.	Personnel	(Board Action)
	Retirement Resignation	
	Resignation	
	Appointment	
XVI	Consent Agenda Items	(Board Action)
	CSE Committee Recommendations	
	• Substitutes	
XVI	I. <u>Adjournment</u>	(Board Action)

Regular Meeting

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, April 28, 2021 at 7:08 p.m. via Zoom.

Members Present:	Robert Brautigam Joseph Callaghan	Thomas Hawks Kelley Louthan
	Carter Chapman Jacob Hall	Steven Mark Maura Sullivan
Members Absent:	Gail Musnicki	

Also Present: Matthew Frahm, Jeffrey Black, Chad Hunt, Pamela Claes and Jessie Norton.

Guests: Evelyn Letta; Diann Payne; Maria Fisher

A quorum being present, the meeting was called to order at 7:08 p.m. by Board President Jacob Hall.

Motion:Thomas Hawks2nd:Kelley LouthanResolved, that the Board of Education approves the agenda of the Regular Meeting ofApril 28, 2021 as presented.Voting Yes:8Notion CarriedVoting No:0

Pledge of Allegiance

Public Comment: None

Points of Interest:

1st Vice President Joseph Callaghan noted it was nice to hear the Marching Band practicing at night from his house. Superintendent Frahm stated the Marching band was recording their performance for a virtual competition.

Board President Jacob Hall announced there were tentative plans to have a Memorial Day parade. Superintendent Frahm added that the Marching Band would be performing in the parade, using all the appropriate safety precautions.

Board Member Steven Mark stated the Musical was incredible, adding Student Representative Jessie Norton was one of the stars. Board President Jacob Hall stated the students put on a great show.

Superintendent Recognitions & Updates:

<u>Quarterly Internal Audit Report</u> – Internal Auditor Evelyn Letta presented the 3rd Quarter Report noting there were no errors in transactions this quarter. Dr. Frahm stated it was a credit to the District office team and Evie's role as Internal Auditor and certainly Accounts Payable Clerk Christina Brautigam for all the work she does.

<u>Capital Project Conversation</u> – Superintendent Frahm stated the District started with a general overview with the Capital Projects Team in January; then committee meetings in February and March and the last one tonight; adding they are trying to put forth a scope of work to the team, and get some feedback to put together a proposal that will go out to community members in

Regular Meeting

December, noting they wanted to make sure the committee is on the right track and able to incorporate things that are important to our school family.

1st Vice President Joseph Callaghan stated he appreciated being a part of the RFP process for choosing a Construction Management Company and felt the process was very thorough and he was pleased with the outcome.

Board discussion followed pertaining to the selection of a Construction Management Company and the proposed Capital Project.

<u>Budget Update</u> – Superintendent Frahm noted School Business Administrator Jeffrey Black and Director of Facilities & Maintenance Chad Hunt had given a pretty detailed presentation on the proposed 2021-22 budget at the April 7th board meeting in terms of where the District is and what we are recommending for adoption, adding the budget will be reviewed again at the Budget Hearing on May 5th.

Dr. Black and Mr. Hunt then presented information on the three stimulus packages being offered by the government and the criteria established for each of the packages, noting there is still a lot we don't know and they are waiting for more clarification from the State Education Department.

Guest Maria Fisher from new Senator Samra Brouk's office attended the Board of Education meeting and stated they are visiting districts to see what the needs are, adding the District should feel free to contact Senator Brouk's office for help if it is needed.

Superintendent Frahm thanked Ms. Fisher for attending but noted that Teacher Aide Diann Payne was at the meeting and thanked Diann for attending, adding it was great to have her back at the in-person meetings.

Discussion continued on use of the stimulus funds, noting the stimulus funds are temporary so the District has to keep in mind if any changes would be sustainable once the funding is depleted.

Student Representative Report

Superintendent Frahm noted Student Representative Jessie Norton was unable to attend the meeting but will be attending the meeting on May 5th.

Superintendent Frahm proudly announced that each year US News & World Report does a ranking of high schools across the country, and in the regional rankings of the 74 schools in the Rochester area, Naples placed 15th, emphasizing one of the factors that pushes Naples Central School towards the top of the list are our advanced placement courses we offer, noting it is a real credit to our teachers and students.

Board Reports:

Budget Committee -

Board Member Thomas Hawks presented information from the Budget Committee Meeting including Budget Update; Federal Stimulus Package; Town Park Use Agreement; fund Balance Projection Update; and Board approved Reserve Plan Timing (Committee Meeting minutes attached) 1st Vice President Joseph Callaghan stated he would like a report on what the District actually spends each year on staff and equipment to maintain the fields for use by the District at the community park. 2nd Vice President Robert Brautigam noted the Naples Community Park Facility Use Agreement on the agenda for approval did not include a fee for use of the park facilities.

There was no Facilities Committee report as they did not have a meeting.

• Regul	Maura Sullivan Thomas Hawkst the Board of Education approves the minutes of the following meetings: lar Meeting of April 7, 20218Motion Carried 0
approved the	Steven Mark Kelley LouthanEducation of the Naples Central School District, at its April 28, 2021 meeting, 2021-2022 tentative administrative budget (Part 1) of the Wayne-Finger Lakes perative Educational Services in the amount of \$3,523,949.8Motion Carried 000
	Carter Chapman Thomas HawksEducation of the Naples Central School District cast one vote for Lynn Gay to a ayne-Finger Lakes BOCES Board for a three-year term effective July 1, 2021.8Motion Carried00
	Kelley Louthan Steven MarkEducation of the Naples Central School District cast one vote for OJ Sahler to a ayne-Finger Lakes BOCES Board for a three-year term effective July 1, 2021.8Motion Carried00

Motion: **Robert Brautigam**

2nd: Steven Mark

The Board of Education of the Naples Central School District cast one vote for Katherine Syracuse to a seat on the Wayne-Finger Lakes BOCES Board for a three-year term effective July 1.2021.

Voting Yes:	8	
Voting No:	0	

Motion Carried

Abstain: 0

Motion: **Thomas Hawks**

2nd: Maura Sullivan

Resolved, that the Board of Education adopts the 2021-2022 Naples Central School District Budget in the amount of \$21,734,527 and the Property Tax Report Card.

Motion Carried Voting Yes: 8

Voting No: 0

Abstain: 0

Motion: Carter Chapman 2nd:

Robert Brautigam

Resolved, that upon the recommendation of the Superintendent, the Board of Education approves the negotiated Inter-municipal Agreement between the Board of Education of the Naples Central School District (hereinafter "School District") and the Town of Naples (hereinafter "Town") in regards to the Naples Community Park Facility Use Agreement.

Motion Carried Voting Yes: 8

Voting No: 0 Abstain: 0

Motion: **Kellev Louthan**

2nd: Steven Mark

Resolved, that the Board of Education at its Regular meeting of April 28, 2021 does hereby enter into an architectural contract (as attached) with SEI Design Group, 224 Mill Street, Rochester, New York 14614 for the proposed Capital Improvement Project 2021.

Voting Yes:	7	Motion Carried
Voting No:	0	
Abstain:	1 Jacob Hall	

Motion: **Thomas Hawks**

2nd: Steven Mark

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 upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the retirement resignation of Laurie Francisco, Teacher Aide, with regret, effective June 28, 2021.
- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the resignation of Amy Osgood, Cleaner, with regret, effective April 13, 2021.

Regular Meeting

- Resolved, that the Board of Education approves the following Temporary appointment for the 2020-2021 School Year:
 - Garett Waltman, 14 Pinewood Lane, Naples, NY 14512, as a Student Helper to help in the Facilities Department, effective April 20, 2021 at the rate of \$12.50/hour.

Voting Yes:	8 Motion Carried
Voting No:	0
	Steven Mark Carter Chapman t the Board of Education, upon the recommendation of Superintendent hm, approves the Consent Agenda Items as presented:

- a. Resolved, that the Board of Education accepts the committee recommendations from the following meetings:
 - Committee on Special Education actions of March 16, 2021; March 17, 2021; and March 24, 2021.
- b. Resolved, that the Board of Education hereby approves the following Substitute Appointment pending a successful background clearance report provided to the school as a result of the fingerprinting process:

Name	Position	Address
Aliza Bridgman-Nowak	Teacher	5180 Foster Road, Canandaigua, NY 14424
Kathleen Riesenberger	Teacher	7469 County Road 12, Naples, NY 14512

Motion Carried

Voting Yes: 8 Voting No: 0

ion: Thomas Hawks

Motion: Thomas Hawks 2nd: Steven Mark

There being no further business, the Regular Meeting of April 28, 2021 is hereby adjourned at 8:18 p.m.

Voting Yes: 8 Voting No: 0 **Motion Carried**

Dated this 28th day of April, 2021

Pamela Jo Claes, District Clerk

Board of Education Auditor Report - April 2021 Board Meeting

From January 1, 2021 - March 31, 2021 I have approved warrants 0082-0121 for a total amount of \$2,620,239.11 for the third quarter of the 2020-2021 fiscal year. Other than some wireless phone activity overage that is currently being addressed, there were no errors during this quarter.

Total of 540 transactions

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Respectfully submitted,

Evely Setta

Evelvn Letta

Budget Committee Meeting

4:30 p.m. on April 28, 2021

Speaker: Tom Hawks

Budget Update:

- Public Budget Hearing will be at 6:00 p.m. on May 5 (in-person)
- No changes with regard to the budget since the presentation at the last BOE meeting
- Tax cap—2.23%, Budget increase—2.45%
- Hearing that because of a) reevaluations in the Town of Naples and b) home sales, we are anticipating a significant increase in taxable property values. Could result in a slightly lower tax rate
- There is a new version of STAR—have to sign up for it through the State website. Will have additional information at the Budget Hearing. If people do not join the new system, their deduction will be capped

Federal Stimulus Package:

- Chad and Jeff gave a more detailed presentation earlier in the meeting
- NCS will need to put together a plan for spending ~\$2 million in federal stimulus funds over the next four years
- Administrative Team has begun discussing possible recommendations for using the funds. Will engage the BOE in similar conversations moving forward

Town Park Use Agreement:

- Recommending that we renew our 5-year agreement with the Town of Naples for use of the Community Park
- Town has raised the idea of including a \$2,500 rental fee per year. Town would match the amount and place it in a reserve for future maintenance
- Discussed the issue in detail. Recommend renewing the existing agreement tonight, and having Matt reach out to the Town Supervisor to develop a rental agreement for approval at a later date

Fund Balance Projection Update:

- A conservative spending approach and the arrival of unsure state aid have positioned us well at the end of the year
- Discussed potential end of year acquisitions. Items we held off on purchasing with so many financial unknowns for the 2020-2021 school year

Board Approved Reserve Plan Timing:

• Spoke with our auditors and we are recommending that we approve our Reserve Plan after the results of the annual audit





































































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Wayne-Finger Lakes BOCES BOARD OF EDUCATION

Members of the Board of Education are volunteers elected by component districts to serve 3 year terms.





Lynn Gay



Philip Rose

Michael Ellis

Jeff Morehouse

Pamela Pendleton

(7/1/20-1/12/21)



Timothy DeLucia



Joseph McNamara



Anne Morgan



OJ Sahler

MESSAGE from Board of Education President, *Lynn Gay*

March 15, 2021

Dear Colleagues -

On behalf of the Wayne-Finger Lakes BOCES Board of Education I would like to express our sincerest gratitude for all the support you and your District have provided over the past year. Who could have expected the many challenges that our region would encounter? Through your dedication, our region was able to provide thoughtful and innovative solutions to ensure students receive the support necessary. Thank you for Making Success Possible!

As we celebrate our successes and plan for the future, I would like to extend an invitation to join our Virtual Wayne-Finger Lakes BOCES Annual Meeting on Monday, April 5, 2021 (zoom link will be posted at www.wflboces.org). During our Annual Meeting, you will have the opportunity to hear from candidates running for the BOCES Board of Education, review the proposed administrative budget and hear about our region's accomplishments from our students and staff.

This past year, your leadership supported the region as we navigated a response to the pandemic. By continuing to work collaboratively, we can go farther, more effectively, to Make Success Possible for the Wayne-Finger Lakes region.

If you have any questions, please know that you always have a representative from Wayne-Finger Lakes BOCES Board of Education who is happy to answer any questions.

Sincerely,

Lynn Gay President, Wayne-Finger Lakes BOCES Board of Education

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

AT-A-GLANCE

BOCES By The Numbers

1,233 students enrolled in Career & Technical Education **93** students participate in our Pathways Technology Early College High School (PTECH) program.

582 students enrolled in Special Education programs.

100% of our CTE students graduated with a high school diploma.

*FIGURES TAKEN FROM THE FALL 2020 BOCES DATA COLLECTION SURVEY

188 workshops offered through Staff Development, with **1,928** participants.

*Does not include COVID-19 specialized offerings as a result of the pandemic.

BOCES is a public organization created by New York State to provide shared educational programs and services to school districts.

Wayne-Finger Lakes BOCES provides many different types of programs that generally fall under the categories of Special Education and Career and Technical Education.

Other services offered include Technology, Professional Development, Adult Education and Management Services.

AN INTRODUCTION TO THE PROPOSED WAYNE-FINGER LAKES BOCES BUDGET

What will you find in the 2021-2022 Annual Meeting Report?

The Annual Meeting Book includes a complete Budget Overview and the Administration Budgets, which contains two parts: Part I - Administrative Services and Part 2 – Capital/Rental, and program/services budgets including Technical and Career Education, Special Education, Staff Development/Instructional Technology and EduTech.

It is the Administrative Services portion on which component district boards of education will vote on April 28, 2021.



INTRODUCTION

At Wayne-Finger Lakes BOCES our goal is to offer quality educational programs and services at prices that are affordable and acceptable to our districts. The programs and services we offer are our districts' programs and services, and the students we serve are our districts' students. Therefore. their requirements must be articulated to BOCES by the districts who are our customers. To ensure this process runs efficiently, we rely on individual superintendents and standing committees of the 25 superintendents to make recommendations regarding budget reductions to, or enhancements for, each major program area, and to assist in the projection of program enrollments.

CONCLUSION

This budget document is intended to be a useful reference and resource for mutual planning. It embodies a budget process that continues to be collaborative and includes thoughtful input from component school district superintendents, staff, and board members which adds unquestionable strength to a final product owned by us all.

W-FL BOCES is looking forward to the 2021-2022 school year and to provide meaningful services characterized by the support and leadership needed to continue advancing our region in the quest for increased student performance.

2021-2022 BUDGET OVERVIEW

Wayne-Finger Lakes BOCES					OVERVIEW	
BUDGET ANALYSIS						
	2019-2020	2020-2021	2020-2021	2021-2022	Compariso	n of
	Actual	Current	Year-End	Proposed	Current to P	
	Expenditure	Appropriation	Estimates	Budget	<u>\$ Change</u>	% Change
DISTRIBUTION OF EXPENSES						
Other Salaries	\$51,454,734	\$52,594,755	\$52,594,755	\$52,145,620	(\$449,135)	-0.85%
Employee Benefits	22,819,824	28,136,456	28,136,456	28,556,935	420,479	1.49%
Equipment	2,292,824	840,026	840,026	887,172	47,146	5.61%
Supplies	1,182,843	1,496,938	1,496,938	1,468,181	(28,757)	-1.92%
Travel	174,002	295,509	295,509	270,987	(24,522)	-8.30%
Other Expense	11,089,337	10,496,612	10,496,612	10,543,328	46,716	0.45%
Conference/Inservice	100,589	201,662	201,662	179,171	(22,491)	-11.15%
Other BOCES	16,852,582	17,070,609	17,070,609	14,828,865	(2,241,744)	-13.13%
Payments to School Districts	1,254,547	1,427,636	1,427,636	1,427,636	-	0.00%
Internal Services	796,811	(886,380)	(886,380)	1,572,736	2,459,117	-277.43%
Interfund Transfers	411,633	1,380,000	1,380,000	1,275,000	(105,000)	-7.61%
Interest on Debt	-	27,971	27,971	27,971	-	0.00%
District Based Expenditures	28,873,706	51,916,990	51,916,990	51,918,497	1,507.0000	0.00%
Rent	3,551,467	2,782,337	2,782,337	2,782,337	-	0.00%
TOTAL	\$140,854,899	\$167,781,121	\$167,781,121	\$167,884,438	\$103,317	0.10%
DISTRIBUTION BY PROGRAM						
Administrative Services	\$3,506,796	\$3,523,949	\$3,523,949	\$3,523,949	\$0	0.00%
Rent & Capital	3,863,100	3,982,337	3,982,337	3,982,337	-	0.00%
Technical/Career Education	10,798,727	11,609,823	11,609,823	11,792,317	182,494	1.57%
Educational Programs	2,270,081	2,148,417	2,148,417	2,595,396	446,979	20.81%
Special Education	42,999,982	42,068,170	42,068,170	41,008,593	(1,059,577)	-2.50%
Itinerant Services	6,605,103	6,517,263	6,517,263	6,865,015	347,753	5.30%
Instructional Services	3,324,265	4,221,242	4,221,242	4,109,819	(111,423)	-2.64%
Edutech	42,257,831	65,546,947	65,546,947	65,856,302	-	0.47%
Instruction & Staff Development	4,049,179	4,680,002	4,680,002	4,718,737	38,735	0.83%
Library Media Services	1,200,927	1,936,488	1,936,488	1,952,752	16,264	0.84%
District & Functional Support	7,764,357	8,873,144	8,873,144	8,805,380	(67,764)	-0.76%
Payments to Other BOCES	12,214,550				500	
TOTAL	\$140,854,899	12,673,340 \$167,781,121	12,673,340 \$167,781,121	12,673,840 \$167,884,438	\$103,317	0.00%
	÷110,004,000	÷,	÷,,	÷101,004,400	<i><i><i>q</i></i> 100,011</i>	0.107
SOURCE OF REVENUES						
Services to Components	\$119,549,214	\$140,476,614	\$140,476,614	\$140,568,583	\$91,969	0.1%
Services to Other BOCES	16,576,639	\$22,308,107	22,308,107	\$22,316,741	8,634	0.0%
Miscellaneous Revenues	4,729,046	\$4,996,399	4,996,399	\$4,999,113	2,714	0.1%
TOTAL	\$140,854,899	\$167,781,121	\$167,781,121	\$167,884,438	\$103,317	0.1%

2021-2022 PROPOSED ADMINISTRATION BUDGET Executive Summary

2021-2022 Administration Budget Summary

The local District impact of Parts 1 and 2 equals a 0% increase.

Factors driving Part 1 and Part 2 of the 2021-2022 Budget

- Contractual salary increases
- Health care increases
- Significant Retirement System Cost Increases (ERS & TRS)

PART 1 (Administrative Services)

• Total Part 1 Expenditure Budget is \$3,523,949, the same as the previous year or a 0% increase over last year's expenditure budget. We have set the ERS and TRS contribution rates in the budget at 9% and plan to hold that rate for budgets in future years. This means we will be absorbing any retirement system contribution rate risk for future years in excess of those amounts within the proposed budget by using the ERS Reserve. The overwhelming majority of non-personnel cost budget lines have not been increased in over five years.

PART 2 (Capital/Rental)

 Total Part 2 Expenditure budget total is \$3,982,337, the same as the previous year or a 0% increase from 2020-2021. This includes the five-year code compliant capital renovation plan as approved by the CSOs.



		BOARD OF EDU	JCATION					
	2019-2020	2020-2021	2020-2021	2021-2022	Compariso	on of		
	Actual	Current	Year-End	Proposed	Current to Pr			
Description	Expenditure	Appropriation	Estimates	Budget	\$ Change	<u>% Change</u>		
SAL NON CERT	33,915	33,305	33,305	33,722	417	1.25%		
SUPPLIES	1,595	5,466	5,466	5,466	-	0.00%		
AUDITING SERV	36,000	45,744	45,744	45,744	-	0.00%		
TRAVEL	3,791	7,000	7,000	7,000	-	0.00%		
LEGAL SERVICES	72,444	45,000	45,000	45,000	-	0.00%		
OTHER EXPENSE	19,731	8,511	8,511	8,511	-	0.00%		
MEMBERSHIPS	8,337	35,159	35,159	35,159	-	0.00%		
ADVERTISING	32,974	12,963	12,963	12,963	-	0.00%		
CONF\INSERVICE	15,941	18,000	18,000	18,000	-	0.00%		
RETIRE NON CERT	5,399	3,384	3,384	3,422	38	1.12%		
SOCIAL SEC	2,563	2,808	2,808	2,840	32	1.14%		
HEALTH INS	6,668	12,546	12,546	12,546	-	0.00%		
WKERS COMP	344	873	873	917	44	5.04%		
SUB-BD OF ED	239,702	230,759	230,759	231,290	531	0.23%		
SAL NON CERT		E for the District						
SAL NON CENT	mendes 0.51 m				y.			
AUDITING SERV		Required annual audit of General and Special Aid Funds. Includes additional charges for the internal audit.						
TRAVEL	Mileage for Board	Members is rein	nbursed accord	ing to the IRS m	ileage rate.			
LEGAL SERVICES	Includes the cos	t of the BOCES a	attorney. Inclue	des \$18,000				
	for specialized at	torney's services	s as required.					
OTHER EXPENSE	Annual Borrowing							
	Financial Consult		\$5,854					
	Bonding Attorney		\$2,657					
MEMBERSHIPS	Upstate Institute		\$500			\$5,637		
	NSBA			Rural School D		\$650		
	NYSSBA			BOCES Educ.C	Consortium	\$2,500		
	BD Planning Ses	sions		AESA Dues		\$605		
	NYSCOSS		\$1,500	AASA		\$450		
ADVERTISING	Covers the cost	of legal and perso	onnel advertisir	ıg.				
RETIRE NON CERT	Cost of NY State 9%, but we plan		•			ed		
	oro, out no piuli							
SOCIAL SEC	At 7.65%.							
HEALTH INS	Cost of Health In	surance for up to	12% increase	in premiums				

		DISTRICT SUPER	RINTENDENT					
	2019-2020	2020-2021	2020-2021	2021-2022	Compo	ioon of		
	Actual	Current	Year-End	Proposed		rison of Proposed		
Description	Expenditure	Appropriation	Estimates	Budget	\$ Change	% Change		
SAL CERT	30,816	123,263	129,100	129,100	<u>5,837</u>	4.74%		
SAL NON CERT	28,801	33,305	33,305	33,722	417	1.30%		
SUPPLIES	5,106	1,624	1,624	1,624	417	0.00%		
SUPPLIES STATE	5,100	275	275	275	-	0.00%		
INSURANCE	2,352	15,704	15,704	15,704	-	0.00%		
TRAVEL	798	2,270	2,270	2,270	-	0.00%		
TRAVEL STATE	300	1,000	1,000	1,000		0.00%		
OTHER EXPENSE	2,725	7,925	7,925	7,925		0.00%		
CONF\INSERVICE	6,764	8,500	8,500	8,500		0.00%		
CONF\INSERVICE-ST	7,939	7,000	7,000	7,000		0.00%		
RETIRE NON CERT	4,584	2,997	2,997	3,035	- 38	1.27%		
RETIRE CERT	3,273	13,692	13,692	14,217	525	3.83%		
SOCIAL SEC	4,533	5,455	5,455	5,934	479	8.78%		
HEALTH INS	21,947	41,292	35,815	40,429	(863)			
WKERS COMP	589	768	768	798	30	3.91%		
SUB-DIST SUPT.	120,527	265,070	265,430	271,533	6,463	2.44%		
SAL NON CERT	Includes the other .5 FTE of District Clerk/Superintendent's Secretary's salary plus the District Superintendent's salary. The District Superintendent is also an employee of the State Education Department and receives a salary of							
	\$43,499 from New							
	A 1.0 FTE Secreta							
SUPPLIES	Office supplies, s	ubscriptions						
TRAVEL	Expenses for job-	related travel:						
	Car expenses			\$1,270				
	Gasoline, repa			\$1,000				
TRAVEL STATE	SED Meetings - A	bany		\$1,000				
OTHER EXPENSE	Memberships			\$2,475				
	Medical Exam			\$225				
CONF\INSERVICE	Conferences for D	istrict Superintender	nt					

Description SAL CERT SAL NON CERT	2019-2020 Actual	2020-2021	2020-2021			
SAL CERT	Actual	2020-2021		2021_2022	Compar	ison of
SAL CERT		Current	Year-End	2021-2022 Proposed	Current to	
SAL CERT	Expenditure	Appropriation	Estimates	Budget	\$ Change	% Change
	648,177	433,011	433,011	599,087	166,076	38.40%
	369,141	475,210	475,210	384,361	(90,849)	-19.10%
SUPPLIES	8,837	7,893	7,893	7,893	(90,849)	0.00%
INSURANCE		14,825	14,825	14,825	-	0.00%
TRAVEL	8,467 5,011	10,000	10,000	10,000	-	0.00%
					-	
OTHER EXPENSE	113,634	45,000	45,000	45,000	-	0.00%
	14,909	22,500	22,500	22,500	-	0.00%
RETIRE NON CERT	67,738	42,769	42,769	34,592	(8,177)	-19.12%
RETIRE CERT	55,317	38,971	38,971	53,918	14,947	38.35%
RETIRE SUPPL		-	-	-	-	
SOCIAL SEC	71,733	69,479	69,479	75,234	5,755	8.28%
HEALTH INS	120,170	254,815	254,815	236,010	(18,805)	-7.38%
WKERS COMP	10,063	23,250	23,250	26,160	2,910	12.52%
SUB-GEN ADM	1,493,197	1,437,723	1,437,723	1,509,580	71,857	5.00%
		, Director of Huma countability, Coor				
SAL NON CERT	Includes 3 secre	etaries and 4 clerio	cal for personne	and reception	nist.	
INSURANCE	Includes life insi	urance and disabi	lity insurance.			
TRAVEL	Expenses for jo	b-related travel.				
OTHER EXPENSE	Judicial Decisior	n of Commissioner		\$200		
	McKinney's Pub	lications Law		\$225		
	Subscriptions			\$665		
	Association Dues			\$1,750		
	Tuition Reimbursement			\$8,000		
	Mid State Finan		\$1,838			
CONF\INSERVICE	Includes worksh	ops and conferen	ces for staff.			
RETIRE CERT	Budgeted at 9%					

		CENTRAL SUPP	ORT			
	2010 2020	0000 0001	0000 0004	0004 0000	Commo	ria an af
	2019-2020	2020-2021 Current	2020-2021	2021-2022		rison of
Description	Actual Expenditure		Year-End	Proposed	\$ Change	Proposed <u>% Change</u>
Description SAL CERT	69,789	Appropriation	Estimates	Budget 182,777	<u>5 Change</u> 15,968	
		166,809	166,809		(64,146)	
SAL NON CERT	570,763	517,755	517,755	453,609	(04, 140)	
	28,090	7,570	7,570	7,570	-	0.00%
EQUIPMENT PUBLIC REL	-	-	-	-	-	0.00%
SUPPLIES	12,749	19,142	19,142	19,142	-	0.00%
POSTAGE	18,978	23,760	23,760	23,760	-	0.00%
EQUIP REPAIR		-	-	-	-	0.00%
OTHER INSURANCE	12,939	13,125	13,125	13,125	-	0.00%
OTH EXPENSE PUBLIC REL	27,669	25,000	25,000	25,000	-	0.00%
OTHER EXPENSE	76,269	70,532	70,532	70,532	-	0.00%
EQUIP RENT	-	1,500	1,500	1,500	-	0.00%
OTHER EXP ASD	-	3,000	3,000	3,000	-	0.00%
PAY QUESTAR BOCES	8,023	-	-	-		
PAY ERIE BOCES	2,908	2,909	2,909	2,909		
PAY GV BOCES	48,776	48,776	48,776	48,776	-	0.00%
PAY MONROE #2	5,365	5,366	5,366	5,366	-	0.00%
MAINT CONTRACTS	22,923	23,000	23,000	23,000	-	0.00%
RETIRE NON CERT	80,999	46,598	46,598	40,825	(5,773)	-12.39%
RETIRE CERT	7,412	15,013	15,013	16,450	1,437	9.57%
SOCIAL SEC	47,328	52,369	52,369	48,684	(3,685)	-7.04%
HEALTH INS	153,473	221,944	221,944	211,107	(10,837)	-4.88%
WKERS COMP	6,450	17,526	17,526	16,929	(597)	-3.41%
UNEMPLOYMENT	-	-	-	-		
SUB-CENT SUP	1,200,903	1,281,694	1,281,694	1,214,061	(67,633)	-5.28%
SAL CERT	2.0 Public Relation	IS				
SAL NON CERT	Includes 9.5 FTE s	staff in Business Offic	e.			
EQUIPMENT	Equipment Replac	ement.				
OTHER INSURANCE	The administration	n budget's share of pro	operty and liabili	ty insurance.		
OTH EXPENSE PUBLIC REL	Public Relation ex	penses include: Spec	ialty papers,			
	photo processing/f	raming, conference/n	nileage,			
	subscriptions, gen	eral mileage,				
	memberships, cel	I phone, and printing.				
OTHER EXPENSE	Includes licensing	fees for the Win Cap	software.			
EQUIPMENT	Rent of postage m	eter.				
PAY OTHER BOCES	Certification service	ce provided to this BC	OCES and comp	onent districts by		
	Genesee Valley B	OCES.				
MAINT CONTRACTS	Maintenance on po	ostage meter, check s	agner and envelo	ope stuffer.		

		UNDISTRIBL	JTED			
	2019-2020	2020-2021	2020-2021	2021-2022	Compa	rison of
	Actual	Current	Year-End	Proposed		Proposed
Description	Expenditure	Appropriation	Estimates	Budget	\$ Change	% Change
OTHER EXPENSE	22,898	23,000	23,000	23,000	<u> </u>	0.00%
OTHER EXPENSE SUPT	7,472	7,500	7,500	7,500	-	0.00%
OTHER EXPENSE RIC	-	10,020	10,020	10,020	-	0.00%
INTEREST ON DEBT	-	27,970	27,970	16,752	(11,218)	-40.11%
TC-O&M	204,342	147,682	147,682	147,682	-	0.00%
TC-EDUTECH MGT	5,552	6,006	6,006	6,006	-	0.00%
TC-STAFF DEV	-	-	-	-	-	
TC-DUPLICATING	4,246	16,800	16,800	16.800	-	0.00%
TC-EDUTECH INSTR	11,105	11,915	11,915	11,915	-	0.00%
TC-EAP	1,808	1,808	1,808	1,808	-	0.00%
TC-LAKENET	2,001	2,002	2,002	2,002	-	0.00%
TC-TECH SUPPORT	6,842	6,000	6,000	6,000	-	0.00%
TC-SELF FUNDED	-	-	-	-	-	
TC-COOP BID	48,000	48,000	48,000	48,000	-	0.00%
SUB-UNDIST	314,266	308,703	308,703	297,485	(11,218)	-3.63%
OTHER EXPENSE	Processing costs	to Blue Cross/Blue S	Shield for Flex Be	nefit accounts		
INTEREST ON DEBT	Covers the cost of	f interest on our Rev	enue Anticipation	Note. Interest	rates have bee	n
	reduced.					
TC-O&M	The total O & M co	osts are shared by a	II BOCES budget	S.		
TC-DUPLICATING	Printing and copyi	ng.				
TC-TECH SUPPORT	This budget's shar	re of BOCES-wide Te	ch Coordinator. h	ardware and		
	software support.					
ADMIN VOTE TOTAL	3,368,595	3,523,949	3,524,309	3,523,949	-	0.00%

		RENT/CA	PITAL				
	0040 0000	0000 0004	0000 0004	0004 0000	O a mara a mia		
	2019-2020	2020-2021	2020-2021	2021-2022	Comparis		
D	Actual	Current	Year-End	Proposed	Current to F		
Description	Expenditure	<u>Appropriation</u>	<u>Estimates</u>	<u>Budget</u>	<u>\$ Change</u>	<u>% Change</u>	
RENT SCHOOL DIST			-		-		
OTHER RENT FAC	4,996,462	2,782,337	2,782,337	2,782,337	-	0.00%	
SUB TOTAL RENT	4,996,462	2,782,337	2,782,337	2,782,337	-	0.00%	
TRSF TO CAPITAL	-	1,200,000	1,200,000	1,200,000	-	0.00%	
TOTAL RENT & CAP	4,996,462	3,982,337	3,982,337	3,982,337	-	0.00%	
GRAND TOTAL ADM	8,365,057	7,506,286	7,506,646	7,506,286	-	0.00%	
RENT	Cost of renting sp	ecial education cen	ters and the Reg	ional Support Cer	nter.		
Transfer to Capital	This appropriation covers the cost of keeping our technical and career centers						
	in code complianc	e and good repair, a	and HVAC replace	ement at WTCC.			
RENT							
Gorham-Middlesex		155,151					
CBO Tax Office		5,940					
Manchester-Shortsville		225,000					
Newark		152,805					
Phelps Clifton Springs		260,401					
Wayne Education Center	er	782,400					
Business Ventures		53,640					
P-Tech-Silver Hill		255,000					
3rd Wayne Economic D	evelopment	892,000					
Total		2,782,337					

		REVENUES						
	2019-2020	2020-2021	2020-2021	2021-2022	Compa	ricon of		
	Actual	Current	Year-End	Proposed		Proposed		
LESS REVENUES				Budget	\$ Change	% Change		
LESS REVENUES	Revenue	<u>Appropriation</u>	<u>Estimates</u>	Budget	<u>a Change</u>	% Change		
X CONTRACT REVENUE	303,761	123,255	123,255	123,255	-	0.00%		
INTEREST	119,659	180,000	180,000	180,000	-	0.00%		
MISC REV ADMIN	48,940	45,000	45,000	45,000	-	0.00%		
REFUND PR YR EXP	133,221	-	-		-			
MISC REV SPEC AID	50,146	47,816	47,816	47,816	-	0.00%		
MISC REV SCHOOLS	2,633,362	1,200,000	1,200,000	1,200,000	-	0.00%		
MISC REV CONT ED	10,371	30,000	30,000	30,000	-	0.00%		
TOTAL	3,299,460	1,626,071	1,626,071	1,626,071	-	0.00%		
TOTAL COMPONENTS	5,065,597	5,880,215	5,880,575	5,880,215	-	0.00%		
GRAND TOTAL	8,365,057	7,506,286	7,506,646	7,506,286	-	0.00%		
OTHER REVENUES	Other revenue	s are used to reduc	e the cost to co	mponent distr	icts.			
	These earning	s, together with spe	cial aid indirect	costs help off	set the			
	total in Rental/	Capital budget.						
OTHER REVENUES	As with school	districts the BOCES	S has a fund ba	lance at the e	nd of			
SCHOOL DISTRICTS		Last year's surplus						
	-	s. This fund balance			Э			
		end of the fiscal year. The Component Superintendents have agreedto set aside 15% of the surplus to help fund capital improvement						
		needs. In addition, they have agreed to return the aid generated						
		nditures to help fun						





TECHNICAL AND CAREER EDUCATION 2021-2022 EXECUTIVE SUMMARY Administrator: Erin Meehan-Fairben

Technical and Career Education programs provide junior and senior students from 25 school districts, in our region, an opportunity to achieve high academic as well as technical skills. We continue to offer relevant programming by maintaining strong partnerships with the business community, achieving national certifications in a number of programs, focusing on school improvement through the High Schools That Work (HSTW) model and achieving New York State Program Approval for our programs. Students have the opportunity to graduate with a technical endorsement on their high school diploma if they successfully pass an industry based technical assessment and successfully complete an approved technical and career program. We contnitue to work with MCC and FLCC as well as SUNY Oswego to expand dual credit options.

We consistently work with partners from our JMT and with NYSED to gain insight on the Multiple Pathways to Graduation. This collaboration of the approved assessments provides students an opportunity for a CTE pathway.

Our outcomes are measured in alignment to establish benchmarks. We collect data from our current students and graduates. The data collected is valuable in assessing program effectiveness and is utilized to assure continual improvement and outstanding results.

The overall CTE enrollment has remained consistent.

- 2020-2021 Enrollment in Technical and Career Programs (WTCC-514 students / FLTCC-683 students) Source-January 2021 Enrollment Report
- 2020-2021 Enrollment in New Vision Programs at Both Centers-76 Students
- New Vision Medical 38 Students (FLTCC-17 WTCC-21)
- New Vision Health Therapy Sciences-24 Students (FLTCC-16 WTCC-8)
- New Vision Veterinary Sciences-5 Students (WTCC-5)

TECHNICAL AND CAREER EDUCATION

Wayne-Fi	nger Lakes BOCES			COSER #:	101,102,108		
BUDGET	ANALYSIS				OCCUPATIONAL ED	UCATION	
		2019-2020	2020-2021	2020-2021	2021-2022	Compariso	n of
		Actual	Current	Year-End	Proposed	Current to Pr	
		Expenditure	Appropriation	Estimate	Budget	\$ Change	% Change
DISTRIBU	JTION OF EXPENSES						
	Other Salaries	5,481,273	5,490,186	5,490,186	5,645,550	155,364	2.8%
	Employee benefits	2,259,408	2,830,430	2,830,430	3,019,895	189,466	6.7%
	Equipment	350,820	145,310	145,310	96,800	(48,510)	-33.4%
	Supplies	245,504	434,492	434,492	385,620	(48,872)	-11.3%
	Travel	7,066	9,378	9,378	12,000	2,622	28.0%
	Other expense	383,102	677,125	677,125	609,023	(68,102)	-10.1%
	Conference/Inservice	3,750	6,759	6,759	9,950	3,191	47.2%
	Other BOCES	-	-	-	-	-	
	Internal services	2,067,805	2,016,144	2,016,144	2,013,479	(2,665)	-0.1%
SUB-TOT	AL	10,798,727	11,609,823	11,609,823	11,792,317	182,494	1.6%
	Internal Services					-	
TOTAL		10,798,727	11,609,823	11,609,823	11,792,317	182,494	1.6%



EDUCATIONAL PROGRAM & SERVICES 2021-2022 EXECUTIVE SUMMARY Administrator: Erin Meehan-Fairben

Traditional educational settings are not ideal for all students. For these students, there are several alternatives:

Administrator: Kathleen McGuigan Wayne-Finger Lakes Pathways in Technology Early College High School (P-TECH)

Program Goal:

The W-FL Pathways in Technology Early College High School (P-TECH) connects high school, college, and the world of work through partnerships with Finger Lakes Community College and regional industries. The school is open to incoming ninth-graders who are eager to learn and apply essential skills and knowledge necessary to earn both high school and college degrees and acquire a career in a highly competitive workforce. With a unique 9-14 grade model, the goal for our diverse student population is 100% completion of a Regents diploma and an FLCC associate's degree within four to six-years.

Curriculum:

The school provides an education that includes both high school and college-level, creditbearing coursework allowing students to choose their own "pathways" to high-skill jobs. W-FL P-TECH serves students willing to commit themselves to a rigorous academic and careerreadiness curriculum. On a daily basis, students are actively involved in the 4 Cs of 21st century learning– Communication, Collaboration, Creativity, and Critical Thinking. In addition to Regents level curriculum, college level curriculum centers on three career clusters — Information Technology, Instrumentation and Control Technologies, and Mechanical Technologies. Through enrollment at FLCC, students can earn one of these three associate's degrees at no cost to their families and will be highly-considered for jobs with regional industries when they graduate.

Example of a Service

Administrators: Andy McVey & Matt Barr

Instructional Suspension Class (ISC): ISC is a full-day interim instructional program for students in grades 6-12 who are referred by participating school districts as a result of a disciplinary circumstance. ISC provides academic support (not one-on-one tutoring) outside the traditional school setting. The classroom is a quiet atmosphere for learning with a small teacher-student ratio. Home school districts will provide all assignments and instructional material to the ISC instructional staff to ensure the students continue with their academic assignments and have work to complete each day.

Other available services include: Jailed Youth and Academic Programs off-site. For additional information contact Erin Meehan-Fairben.

ADDITIONAL EDUCATIONAL PROGRAMS

Wayne-	Finger Lakes BOCES			PROG	RAM: EDUCATI	ONAL PROGF	AMS
BUDGE	T ANALYSIS						
		2019-2020	2020-2021	2020-2021	2021-2022	Comparis	on of
		Actual	Current	Year-End	Proposed	· · · · · · · · · · · · · · · · · · ·	Proposed
		Expenditure	<u>Appropriation</u>	<u>Estimates</u>	Budget	<u>\$ Change</u>	% Change
DISTRI	BUTION OF EXPENSES						
	Other Salaries	\$1,195,514	\$940,356	\$940,356	\$1,170,866	\$230,511	24.51%
	Employee Benefits	380,522	409,458	409,458	462,057	52,599	12.85%
	Equipment	57,482.86	-	-	-	-	0.00%
	Supplies	22,719	31,731	31,731	31,184	(547)	-1.72%
	Travel	1,734	3,000	3,000	5,500	2,500	83.33%
	Other Expense	98,522	178,162	178,162	217,594	39,432	22.13%
	Conferences/Inservice	231	2,306	2,306	2,306	-	0.00%
	School Districts	509,974	500,000	500,000	500,000	-	0.00%
	Internal Services	3,381	83,404	83,404	205,889	122,485	146.86%
TOTAL		\$2,270,081	\$2,148,417	\$2,148,417	\$2,595,396	\$446,979	20.81%
DISTRI	BUTION OF PROGRAMS						
	Jailed Youth	\$475,955	\$432,476	\$432,476	\$460,645	\$28,169	6.51%
	P-Tech	1,048,382	1,207,971	1,207,971	1,634,751	\$426,781	35.33%
	Academic Programs Off-Site	509,974	500,000	500,000	500,000	\$0	0.00%
	Alternative Suspension	235,771	7,970	7,970	-	(7,970)	-100.00%
TOTAL	•	\$2,270,081	\$2,148,417	\$2,148,417	\$2,595,396	\$446,979	20.81%





SPECIAL EDUCATIONAL PROGRAMS 2021-2022 EXECUTIVE SUMMARY Administrator: Erin Meehan-Fairben

All 25 component districts in the Wayne-Finger Lakes BOCES region have a Committee on Special Education (CSE). The CSE committee identifies students' needs and develops Individualized Education Plans (IEP) to address those needs. The Wayne-Finger Lakes BOCES provides special education programs to meet the IEP needs of students with moderate to severe disabilities. Services provided include instruction and therapies to support students with emotional disabilities, autism, learning needs and developmental disabilities. A six-week summer school program is provided for those students whose IEP requires continuation of services in a 12-month program.

Related services are provided for students by certified or licensed occupational therapists, physical therapists, speech/language therapists, adaptive physical education instructors, psychologists, school counselors, social workers, and/or teachers of the visually impaired. Music therapy and/or teachers for the deaf and hearing impaired, and orientation and mobility instructors are provided, as needed, per a child's IEP, but are cross contracted.

Additional support services are provided for our component districts through our Clinical Support Services, Special Education Consultant Services and the Assistive Technology department.

In Special Education, student enrollment has a direct impact on the budget. As such, the budget is built on analysis of trend data, close communication with CSE personnel, input from our component superintendents and projections of enrollment.

For the upcoming 2021-2022 school year, all of our specialized programs reflect tuition rates that range from 2.09% - 2.55%. Increases are necessary to meet SED mandates, student needs per IEP, and support the proposed budgeted salary increases and fringe benefits.

Wayne-Fir	nger Lakes BOCES				SPECIAL EDUCAT	ION	
BUDGET	ANALYSIS						
		2019-2020	2020-2021	2020-2021	2021-2022	Compariso	n of
		Actual	Current	Year-End	Proposed	Current to P	
COMPAR	ISONS	Expenditure	Appropriate	Estimates	Budget	\$ Change % Char	
DISTRIBL	JTION OF EXPENSES						
	Administrative Salaries						
	Other Salaries	22,379,524	22,377,870	22,377,870	21,306,900	(1,070,970)	-4.8%
	Employee Benefits	11,243,542	13,581,290	13,581,290	13,726,767	145,477	1.1%
	Equipment	665,219	104,279	104,279	104,279	-	0.0%
	Supplies	252,108	140,261	140,261	138,261	(2,000)	-1.4%
	Travel/Conference	29,694	33,350	33,350	33,350	-	0.0%
	Other	2,403,482	1,874,744	1,874,744	1,874,743	(1)	0.0%
	School Districts	76,363	94,900	94,900	94,900	-	0.0%
	Internal Services	5,950,050	3,861,475	3,861,475	3,729,392	(132,083)	-3.4%
TOTAL		\$42,999,982	\$42,068,170	\$42,068,170	\$41,008,593	-\$1,059,577	-2.5%

Wayne-Finger Lak	es BOCES			COSER #:	213		
BUDGET ANALYS	IS			PROGRAM:	SOCIAL SKILLS DEVE	LOPMENT	
					DEVELOPMENT(1:6:1)	
		2019-2020	2020-2021	2020-2021	2021-2022	Compariso	n of
		Actual	Current	Year-End	Proposed	Current to Pro	posed
COMPARISON		Expenditure	<u>Appropriation</u>	<u>Estimates</u>	<u>Budget</u>	<u>\$ Change</u>	% Change
FTE ANALYSIS							
Teache	ers	56.00	61.00	61.00	61.00	0.00	0.0%
Teache	er Aides	57.75	62.44	62.44	62.44	0.00	0.0%
Teache	er Assistants	52.19	53.00	53.00	53.00	0.00	0.0%
TOTAL FTE's		165.94	176.44	176.44	176.44	0.00	0.0%
DISTRIBUTION OF	F EXPENSES						
Salarie	s - Other	\$6,433,570	\$6,582,557	\$6,582,557	\$5,717,708	(\$864,849)	-13.1%
Employ	yee Benefits	\$3,558,255	\$4,299,604	\$4,299,604	\$4,094,420	(\$205,184)	-4.8%
Equipm	nent	\$218,092	\$28,384	\$28,384	\$28,384	\$0	0.0%
Supplie	es	\$102,909	\$60,521	\$60,521	\$60,521	\$0	0.0%
Mileag	e/Conference	\$8,422	\$12,500	\$12,500	\$12,500	\$0	0.0%
Other		\$387,097	\$440,804	\$440,804	\$440,804	\$0	0.0%
School	Districts	\$20,200	\$30,700	\$30,700	\$30,700	\$0	0.0%
Interna	al Services	\$8,840,134	\$7,611,903	\$7,611,903	\$7,608,919	(\$2,985)	0.0%
SUB-TOTAL		\$19,568,678	\$19,066,973	\$19,066,973	\$17,993,956	(\$1,073,017)	-5.6%
LESS: REVENUES	S	\$4,611,720	\$4,256,991	\$4,256,991	\$4,307,331	\$50,340	1.2%
Balance to be Fun	ded by Tuition	\$14,956,958	\$14,809,982	\$14,809,982	\$13,686,625	(\$1,123,358)	-7.6%
Student Enrollmen	-	260.00	260.00	248.00	245.00	-15.00	-5.8%
Budgeted Tuition F	Rate	\$53,888	\$54,723	\$54,723	\$55,864	\$1,141	2.1%

Wayne-Finger Lakes BOCES			COSER #:	232		
BUDGET ANALYSIS			PROGRAM:	FUNCTIONAL SKIL	LS	
				DEVELOPMENT		
	2019-2020	2020-2021	2020-2021	2021-2022	Comparis	on of
	Actual	Current	Year-End	Proposed	Current to P	roposed
MPARISONS	Expenditure	Appropriation	Estimates	<u>Budget</u>	<u>\$ Change</u>	% Change
FTE ANALYSIS						
Teachers	3.00	3.00	3.00	3.00	0.00	0.0%
Teacher Aides	7.50	8.25	8.25	8.25	0.00	0.0%
Teacher Assistants	0.00	0.00	0.00	0.00	0.00	
Nurses RN/LPN	2.00	2.00	2.00	2.00	0.00	0.0%
TOTAL FTE's	12.50	13.25	13.25	13.25	0.00	0.0%
DISTRIBUTION OF EXPE	NSES					
Salaries - Other	\$253,441	\$240,710	\$240,710	\$142,091	(\$98,619)	-41.0%
Employee Benefits	\$108,312	\$245,505	\$245,505	\$230,169	(15,336)	-6.2%
Equipment	\$3,350	\$1,750	\$1,750	\$1,750	0	0.0%
Supplies	\$5,375	\$3,200	\$3,200	\$1,200	(2,000)	-62.5%
Mileage/Conference	\$263	\$450	\$450	\$450	0	0.0%
Other	\$38,638	\$48,470	\$48,470	\$48,470	0	0.0%
School Districts	\$0	\$0	\$0	\$0	0	
Internal Services	\$475,838	\$424,313	\$424,313	\$428,721	4,408	1.0%
SUB-TOTAL	\$885,218	\$964,398	\$964,398	\$852,850	(\$111,547)	-11.6%
LESS: REVENUES	\$571,662	\$381,040	\$381,040	\$384,089	\$3,049	0.8%
Balance to be Funded by Tuitic	\$313,556	\$583,358	\$583,358	\$468,762	(\$114,596)	-19.6%
	0.50				(1.00)	
Student Enrollment	8.50	9.00	9.00	8.00	(1.00)	-11.1%
Budgeted Tuition Rate	\$56,895	\$57,418	\$57,418	\$58,595	\$1,177	2.1%

Wayne-Finger Lake	s BOCES		COSER #:	242			
BUDGET ANALYSIS	6		PROGRAM:	APPROPRIATE S	OCIAL BEHAVIOR	RAL	
				AND COMMUNIC	ATION SKILLS (1	:6:1)	
		2019-2020	2020-2021	2020-2021	2021-2022	Compari	son of
		Actual	Current	Year-End	Proposed	Current to	Proposed
COMPARISONS		Expenditure	Appropriation	Estimates	Budget	<u>\$ Change</u>	% Change
FTE ANALYSIS							
Teache	'S	7.00	8.00	8.00	8.00	0.00	0.0%
Teache	- Aides	13.50	14.25	14.25	14.25	0.00	0.0%
Teache	· Assistants	1.00	1.00	1.00	1.00	0.00	0.0%
Speech	Therapists	3.00	4.00	4.00	4.00	0.00	0.0%
TOTAL FTE's		24.50	27.25	27.25	27.25	0.00	0.0%
DISTRIBUTION	OF EXPENSE	S					
Salaries	- Other	\$4,933,476	\$5,253,914	\$5,253,914	\$5,159,477	(\$94,438)	-1.8%
Employe	ee Benefits	2,809,067	3,470,225	3,470,225	\$3,652,608	182,383	5.3%
Equipme	ent	90,923	3,700	3,700	\$3,700	0	0.0%
Supplies	3	49,664	20,800	20,800	\$20,800	0	0.0%
Mileage	/Conference	1,681	2,700	2,700	\$2,700	0	0.0%
Other		345,773	330,544	330,544	\$330,544	0	0.0%
School I	Districts	5,750	6,200	6,200	\$6,200	0	0.0%
Interna	l Services	5,485,307	4,779,724	4,779,724	\$4,862,384	82,660	1.7%
SUB-TOTAL		\$13,721,640	\$13,867,806	\$13,867,806	\$14,038,412	\$170,606	1.2%
LESS: REVENL	IES	\$4,981,996	\$5,314,234	\$5,314,234	\$5,384,083.28	\$69,849	1.3%
Balance to be Fu	inded by Tuiti	\$8,739,644	\$8,553,573	\$8,553,573	\$8,654,329	\$100,756	1.2%
					·		
Student Enrollment	-	163.0	169.0	176.5	177.0	6.0	3.6%
Budgeted Tuition Ra	ate	\$46,823	\$47,771	\$47,771	\$48,895	\$948	2.0%

Wayne-Finger Lakes BOCES				COSER #:	252		
BUDGET ANALYSIS				PROGRAM:	COMMUNICATION AND PHYSICAL		
					MOBILITY DEVELOPMENT(1:0		
		2019-2020	2020-2021	2020-2021	2021-2022	Compari	son of
		Actual	Current	Year-End	Proposed	d Current to Proposed	
COMPARISONS		Expenditure	<u>Appropriation</u>	<u>Estimates</u>	<u>Budget</u>	<u>\$ Change</u>	<u>% Change</u>
FTE ANAL	YSIS						
	Teachers	3.00	3.00	3.00	3.00	0.00	0.0%
	Teacher Aides	3.75	4.50	4.50	4.50	0.00	0.0%
	LPN	0.75	1.75	1.75	1.75	0.00	0.0%
	Speech Therapists	1.50	1.50	1.50	1.50	0.00	0.0%
TOTAL FT	'E's	9.00	10.75	10.75	10.75	0.00	0.0%
DISTRIBU	TION OF EXPENSES						
	Salaries - Other	832,645	765,067	765,067	899,639	134,572	17.60%
	Employee Benefits	380,597	492,680	492,680	569,067	76,388	15.50%
	Equipment	58,576	5,000	5,000	5,000	-	0.00%
	Supplies	22,701	3,500	3,500	3,500	-	0.00%
	Mileage/Conference	1,124	1,200	1,200	1,200	-	0.00%
	Other	67,679	66,862	66,862	66,862	-	0.00%
	School Districts	-	3,200	3,200	3,200	-	0.00%
	Internal Services	995,668	855,474	855,474	867,458	11,984	1.40%
SUB-TOTAL		2,358,990	2,192,982	2,192,982	2,415,926	222,944	10.20%
LESS: RE	VENUES	945,216	1,106,834	1,106,834	1,120,177	\$13,343	1.20%
Balance to	be Funded by Tuitior	\$1,413,774	\$1,086,148	\$1,086,148	\$1,295,749	\$209,601	19.30%
Student Enrollment		21.5	23.0	25.0	25.0	2.0	8.70%
Budgeted Tuition Rate		\$50,062	\$50,540	\$50,540	\$51,830	\$1,290	2.55%

Wayne-Fin	ger Lakes BOCES			COSER #:	262		
BUDGET ANALYSIS					Academic, Communication		
					& Career Development Progr		ım
		2018-2019	2019-2020	2019-2020	2020-2021	Comparison of	
		Actual	Current	Year-End	Proposed	Current to Proposed	
		Expenditure	Appropriation	Estimates	Budget	<u>\$ Change</u>	<u>% Change</u>
DISTRIB		NSES					
	Other Salaries	1,950,458	1,734,285	1,734,285	1,565,379	(168,905)	-9.7%
	Employee Benefits	1,327,235	1,457,828	1,457,828		(7,576)	
	Equipment	9,466	8,000	8,000	8,000	-	0.0%
	Supplies	5,271	6,000	6,000	6,000	-	0.0%
	Mileage/Training	1,776	2,000	2,000	2,000	-	0.0%
	Other	112,297	105,119	105,119	105,119	-	0.0%
	School Districts	7,900	18,600	18,600		-	0.0%
	Internal Services	3,034,576	2,567,619	2,567,619	2,552,099	(15,520)	-0.6%
SUB-TOTA	L	\$6,448,978	\$5,899,450			-\$192,001	-3.3%
LESS: RE	VENUES	\$2,346,612	\$2,248,639	\$2,248,639	\$2,272,317	\$23,678	1.1%
FUNDED E		\$4,102,367	\$3,650,812	\$3,650,812	\$3,435,132	-\$215,680	-5.9%
	Enrollment	96.0	98.0	98.0	90.0	-8.0	-8.20%
	Budgeted Tuition	\$37,199	\$37,388	\$37,388		\$780	2.10%
	- augure ranton	\$ 01,100	401,000	\$01,000	400,100	4100	211070




SHARED ITINERANT MANAGEMENT SERVICES 2021-2022 EXECUTIVE SUMMARY Administrator: Michele Sullivan

Itinerant Management Services are those, which are provided by BOCES staff and are shared by two or more school districts, usually on a "Full Time Equivalent" (FTE) basis. This arrangement enables the component districts to increase their management service offerings without adding full-time positions. These services are directly billed to the sharing districts. If there are no requests for the services, then the CoSer is not funded and is dropped until such time as it is requested again. An initial offering of specific personnel is based on assumptions about final requests for the coming year. However, requests for shared itinerants can occur throughout the year.

Subject and special areas in which itinerant staff are generally found include, English as a New Language, Speech Therapy, Physical Therapy, School Psychology, Foreign Languages, Guidance Counselors, and clinical supports to name a few. Other services of a support nature and shared management services include: School Lunch Managers, Transportation Supervisors, Facilities Directors, Centralized Business Office supports (CBO), HVAC-R Services, Energy System Services and Family Counseling Supports.

SHARED ITINERANT MANAGEMENT SERVICES

	0040 0000	2020 2024	0000 0001	2024 2022		
	2019-2020	2020-2021	2020-2021	2021-2022	Comparis	
	Actual	Current	Year-End	Proposed	Current to Proposed	
	Expenditure	Appropriation	Estimates	Budget	<u>\$ Change</u>	<u>% Change</u>
DISTRIBUTION OF EXPENSES						
Administrative Salaries						
Salaries - Other	4,495,166	4,289,038	4,289,038	4,267,375	(21,663)	-0.51%
Employee Benefits	1,784,373	2,197,127	2,197,127	2,275,360	78,233	3.56%
Equipment	53,163	10,934	10,934	9,015	(1,919)	-17.55%
Supplies	16,892	21,228	21,228	16,732	(4,496)	-21.18%
Travel	23,743	37,189	37,189	38,900	1,711	4.60%
Other Expense	315,661	441,489	441,489	406,065	(35,424)	-8.02%
Conference/Inservice	15,736	14,668	14,668	14,700	32	0.22%
Other BOCES	2,503,162	2,217,413	2,217,413	-	(2,217,413)	•
Internal Services	(2,602,794)	(2,711,822)	(2,711,822)	(163,132)	2,548,690	-93.98%
Rent			-		-	
Total	6,605,103	6,517,263	6,517,263	6,865,015	347,753	5.34%



INSTRUCTIONAL SERVICES 2021-2022 EXECUTIVE SUMMARY Administrator: Jessica Sheridan

This area of specialized programs provides activities for identified groups of students such as members of academic teams, career and technical students, gifted and talented, collegebound, youth-at-risk, peer mediators, and students serving on student councils. These programs are provided on a collaborative basis for districts that may not have enough students to justify additional staff or expenditures.

Arts-In-Education provides a comprehensive, coordinated program, which allows participating districts to receive aid on monies they expend for activities designed to integrate the Arts into the curriculum, thus helping students meet the NYS Standards for the Arts. The Arts-In-Education CoSer is unique for two reasons: 1) The sharing requirement is met through participation in the CORE and 2) Single-district activities can be aidable. The CORE supports the coordinator's position and includes the following:

- Coordination of scheduling (upon request)
- Contracting and payment to any performance, theatres, authors and institutions to ensure state aid on all Arts-in-Education activities
- Technical assistance and support for local Arts-in-Education program planning and implementation
- Arts experiences tracking reports
- Visiting Authors booked to speak in schools
- Evaluation of the Arts-in-Education program used by districts
- Assistance in seeking supplemental funds through grant writing to provide specialized offerings and concentrated local program development

Gifted and Talented/Project ADEPT provides enrichment opportunities from elementary through high school. Project ADEPT (A Diversified Enrichment Program for the Talented) is designed to provide a wide range of budget-friendly opportunities for students. Some popular offerings include:

- STEM Initiatives
- Middle School Mathalon
- Forensics in the Classroom
- Starlight, Starbright The Science of Mythology

The Gifted and Talented program is rounded-out by Exploratory ADEPT which offers schoolbased enrichment programs that are shared by two or more districts. Programs offered in this area have included:

- Camp Invention
- Summer Architecture Camp
- Academic Competitions

INSTRUCTIONAL SERVICES

Wayne - Finger Lakes BOCES				PROGRAM:	INSTRUCTIONAL	SERVICES	
BUDGET	ANALYSIS						
		2019-2020	2020-2021	2020-2021	2021-2022	Compai	rison of
		Actual	Current	Year-End			
					Proposed		Proposed
	JTION OF EXPENSES	Expenditure	Appropriation	<u>Estimates</u>	Budget	<u>\$ Change</u>	<u>% Change</u>
	<u>JHON OF EXPENSES</u>						
	Salaries - Other	\$2,083,028	\$2,532,856	\$2,532,856	\$2,525,495	(7,361)	-0.3%
	Employee Benefits	383,210	579,696	579,696	540,257	(39,439)	-6.8%
	Equipment	13,639	12,259	12,259	7,200	(5,059)	-41.3%
	Supplies	10,453	35,986	35,986	22,993	(12,993)	-36.1%
	Travel	3,224	18,201	18,201	10,500	(7,701)	-42.3%
	Other	214,010	161,234	161,234	165,818	4,584	2.8%
	Conference/Inservice	213	8,385	8,385	2,250	(6,135)	-73.2%
	Internal Serices	-	-	-	-	0	
	Payment Other Boces	616,489	872,625	872,625	835,306	(37,319)	-4.3%
TOTAL		\$3,324,265	\$4,221,242	\$4,221,242	\$4,109,819	(111,423)	-2.6%
DISTRIBI	JTION BY PROGRAM						
Arts in Ed		\$622,112	\$798,662	\$798,662	\$800,643	1,981	0.3%
Gifted and	d Talented	39,135	80,638	80,638	73,580	(7,058)	
Regional	Spelling Bee	34,142	57,912	57,912	31,657	(26,255)	
Summer School - Driver Ed		1,553,093	1,593,384	1,593,384	1,637,691	44,307	2.8%
Academic	Programs Off-Site	797,718	1,384,762		1,256,817	(127,945)	
	lastic Sports Coordinator	278,065	305,884		309,431	3,548	1.2%
TOTAL		\$3,324,265	\$4,221,242		\$4,109,819	(111,423)	



Genesee Valley/Wayne-Finger Lakes EDUCATIONAL TECHNOLOGY SERVICES 2021-2022 EXECUTIVE SUMMARY Administrator Dr. Kalli Fakdabl

Administrator: Dr. Kelli Eckdahl

The Genesee Valley/Wayne-Finger Lakes Educational Technology Service (EduTech) serves 25 school districts of the Wayne-Finger Lakes BOCES and the 22 school districts of the Genesee Valley BOCES.

The EduTech budget is comprised of three sub-budgets: administrative services (CoSer designate 611), instructional services (CoSer designate 510) and telecommunications (CoSer designate 699). These budgets reflect an overall increase of +\$309,355 or 1.79%. EduTech provides a wide range of services, which include, but are not limited to:

- HR, payroll, and accounting software system services
- Student-related software system services
- State Assessment test processing and reporting
- Student Data Warehouse, NYSED data reporting
- E-rate processing
- · Project management and design of local area networks; purchase of computers
- Installation of networks and computers; hardware maintenance and problem resolution
- Centralized Help Desk operations
- Training on EduTech supported software and software problem resolution
- Research and development
- District shared technical staff
- Regional license agreements with vendors
- Internet access Learning Access Knowledge Network (LAKENet), and email
- Training, web-based courses
- Hot Spots for remote learning

Relentless changes in computer technology, which make equipment and software rapidly obsolete; and constantly high customer expectations are factors driving this budget.

The budget has essentially remained stable with modest salary increases and reductions in all other major categories. School districts support this service on an as-needed basis. Program growth results from custom, high quality, prompt service.

Wayne-Lakes BOC	ES			Detailed Exper	nditure Budget, Combin	ned (A611, A510, A	4699)
BUDGET ANALYS	IS	PR		PROGRAM:	EDUCATIONAL TEC	HNOLOGY	
		2019-2020	2020-2021	2020-2021	2021-2022	Comparison o	
<u>COMPARISON</u>		Actual Expenditure	Current Appropriation	Year-End <u>Estimates</u>	Proposed <u>Budget</u>	Current to Propo <u> \$ Change</u>	<u>% Change</u>
Admin./Supervisor	y Salaries						
Other Salaries	Salaries	\$8,377,412	\$9,020,472	\$9,020,472	9,304,850	284,378	3.2%
Fringe Benefits	Fringe Benefits	\$3,567,844	\$4,565,089	\$4,565,089	4,630,075	64,986	1.4%
Equipment	Equipment	\$949,195	\$342,749	\$342,749	342,749	0	0.0%
Supplies	Supplies	\$44,725	\$74,673	\$74,673	74,673	0	0.0%
Travel/Delivery	Travel/Delivery	\$77,683	\$122,410	\$122,410	98,727	(23,683)	-19.4%
Other Expenses	Other Expenses	\$2,737,665	\$2,276,746	\$2,276,746	2,276,746	0	0.0%
Conferences/Train	Conferences/Training	\$21,179	\$61,385	\$61,385	\$45,060	(16,325)	-26.6%
Internal Services	Internal Services	\$511,954	\$822,764	\$822,764	822,764	0	0.0%
						0	
		\$16,287,657	\$17,286,289	\$17,286,289	\$17,595,644	\$309,355	1.8%
						0	
District-Based Equ	ip	\$25,970,174	\$48,260,658	\$48,260,658	\$48,260,658	0	0.0%
		\$42,257,831	\$65,546,947	\$65,546,947	\$65,856,302	0 309,355	0.5%

Wayne-Finger Lakes BOCES			COSER #:	510		
BUDGET ANALYSIS			PROGRAM:	EDUTECH INS	TRUCTIONAL	
	2019-2020	2020-2021	2020-2021	2021-2022	Comparison of Cur	rent
	Actual	Current	Year-End	Proposed	to Propos	
DISTRIBUTION OF EXPENSES	Expenditures	Appropriation	Estimates	Budget	<u>\$ Change</u>	% Change
Salaries	\$4,226,157	\$4,364,610	\$4,364,610	\$4,501,650	\$137,040	3.1%
Employee Benefits	1,886,274	2,340,505	2,340,505	2,369,888	29,384	1.3%
Equipment	840,517	150,336	150,336	150,336	-	0.0%
Supplies	22,078	24,000	24,000	24,000	-	0.0%
Mileage	58,260	76,801	76,801	63,538	(13,263)	-17.3%
Other Expenses	1,317,909	900,651	900,651	900,651	-	0.0%
Training	13,397	27,700	27,700	12,575	(15,125)	-54.6%
Internal Services	386,235	457,172	457,172	457,172	-	0.0%
SUB-TOTAL	\$8,750,825	\$8,341,774	\$8,341,774	\$8,479,810	\$138,035	1.7%
District-Based Purchases	\$17,323,471	\$26,237,975	\$26,237,975	\$26,237,975	\$0	0.0%
TOTAL	\$26,074,296	\$34,579,749	\$34,579,749	\$34,717,785	\$138,035	0.4%

Wayne-Finger Lakes BOCES			COSER #:	611		
BUDGET ANALYSIS			PROGRAM	EDUTECH ADMINISTRATION		
	2019-2020	2020-2021	2020-2021	2021-2022	Comparison of	
	Actual	Current	Year-End	Proposed	Current to Propos	sed
DISTRIBUTION OF EXPENSES	Expenditures	<u>Appropriation</u>	<u>Estimates</u>	<u>Budget</u>	\$ Change	<u>% Change</u>
Salaries	\$3,281,709	\$3,750,172	\$3,750,172	\$3,868,543	\$118,372	3.2%
Employee Benefits	1,336,462	1,803,635	1,803,635	1,832,803	29,169	1.6%
Equipment	16,904	23,000	23,000	23,000	-	0.0%
Supplies	20,430	44,497	44,497	44,497	-	0.0%
Mileage	19,423	45,609	45,609	35,189	(10,420)	-22.9%
Other Expenses	906,453	898,153	898,153	898,153	-	0.0%
Training	7,782	31,685	31,685	30,485	(1,200)	-3.8%
Internal Services	194,812	198,764	198,764	198,764	-	0.0%
SUB-TOTAL	\$5,783,975	\$6,795,514	\$6,795,514	\$6,931,435	\$135,920	2.0%
District Purchases	\$7,762,274	\$13,715,644	\$13,715,644	\$13,715,644	\$0	0.0%
Total	\$13,546,249	\$20,511,158	\$20,511,158	\$20,647,079	\$135,920	0.7%

		COSER #:	A699		
		PROGRAM:	EDUTECH TELE	COMMUNICAT	IONS
2019-2020	2020-2021	2020-2021	2021-2022	Compar	ison of
Actual	Current	Year-End	Proposed		
Expenditures	Appropriation	Estimates	Budget	\$ Change	% Change
\$869,546	\$905,691	\$905,691	\$934,657	\$28,966	3.2%
345,108	420,950	420,950	427,383	6,433	1.5%
91,774	169,413	169,413	169,413	-	0.0%
2,217	6,176	6,176	6,176	-	0.0%
	-	-	-	-	
513,304	477,942	477,942	477,942	-	0.0%
-	2,000	2,000	2,000	-	0.0%
(69,093)	166,828	166,828	166,828	-	0.0%
\$1,752,857	\$2,149,000	\$2,149,000	\$2,184,400	\$35,399	1.7%
\$884,429	\$8,307,039	\$8,307,039	\$8,307,039	\$0	0.0%
\$2,637,286	\$10,456,039	\$10,456,039	\$10,491,439	\$35,399	0.3%
	Actual <u>Expenditures</u> \$869,546 345,108 91,774 2,217 513,304 - (69,093) \$1,752,857 \$884,429 -	Actual Current Expenditures Appropriation \$869,546 \$905,691 345,108 420,950 91,774 169,413 2,217 6,176 2,217 6,176 513,304 477,942 2,000 (69,093) 166,828 \$1,752,857 \$884,429 \$8,307,039 \$884,429 \$8,307,039	Image: Constraint of the constraint	PROGRAM: EDUTECH TELE 2019-2020 2020-2021 2020-2021 2021-2022 Actual Current Year-End Proposed Expenditures Appropriation Estimates Budget \$869,546 \$905,691 \$905,691 \$934,657 345,108 420,950 420,950 427,383 91,774 169,413 169,413 169,413 2,217 6,176 6,176 6,176 513,304 477,942 477,942 477,942 - - - - 2,000 2,000 2,000 2,000 (69,093) 166,828 166,828 166,828 \$1,752,857 \$2,149,000 \$2,149,000 \$2,184,400 \$884,429 \$8,307,039 \$8,307,039 \$8,307,039	PROGRAM: EDUTECH TELECOMMUNICAT 2019-2020 2020-2021 2020-2021 2021-2022 Compar Actual Current Year-End Proposed Current to Expenditures Appropriation Estimates Budget \$ Change \$869,546 \$905,691 \$905,691 \$934,657 \$28,966 345,108 420,950 420,950 427,383 6,433 91,774 169,413 169,413 169,413 - 2,217 6,176 6,176 6,176 - 513,304 477,942 477,942 477,942 - (69,093) 166,828 166,828 166,828 - \$1,752,857 \$2,149,000 \$2,149,000 \$2,184,400 \$35,399 \$884,429 \$8,307,039 \$8,307,039 \$8,307,039 \$0





INSTRUCTION AND STAFF DEVELOPMENT 2021-2022 EXECUTIVE SUMMARY

Administrator: Jessica Sheridan

The mission of the Wayne-Finger Lakes BOCES Staff Development Team is to lead the region in forward thinking and innovative approaches that impact the achievement of all learners. Our services align to the NYS learning standards and are designed to strengthen instruction, improve curriculum and assessment practices and build capacity at local levels. Delivery of services is differentiated to best meet the district's needs and may include workshops (in-district and regional) as well as instructional coaching.

Districts can contract with us to support:

- Annual Personnel Performance Review
- Assessment Literacy
- Communication Skills
- Culturally Responsive-Sustaining Education Practices
- Curriculum Development
- Data Driven Instruction
- Facilitation of Curriculum and Instruction Planning Efforts
- Leadership Academy
- Leadership Institute
- Multi-Tiered Systems of Supports
- New York State Learning Standards
- Personalized Learning and Student-Centered Learning Initiatives
- Regional Scoring of State Assessments
- Restorative Practices
- Social-Emotional Learning
- Superintendent Conference Day Planning and Presentations
- Therapeutic Crisis Intervention

We believe that by empowering the teachers and leaders we work with, we are supporting schools as they work to ensure that every student succeeds.

The preliminary budget estimate totals \$2,060,899 which reflects an increase of 1.84% from our 2020-2021 budget. This program is a "buy in" service and thus the budget is readjusted after May 1, when districts indicate their purchases of services. Following this summary, you will find budget pages covering the Department of Instruction and Staff Development.

INSTRUCTION AND STAFF DEVELOPMENT

Wayne - Finger Lake	s BOCES		COSER #:	513		
BUDGET ANALYSIS	DGET ANALYSIS			INSTRUCTIONAL	AND STAFF	
				DEVELOPMENT S	SERVICE	
	2019-2020	2020-2021	2020-2021	2021-2022	Compariso	n of
	Actual	Current	Year-End	Proposed	Current to Pr	oposed
COMPARISONS	Expenditure	Appropriation	Estimates	Budget	<u>\$ Change</u>	% Change
Instructional and Stat	ff Development Services - S	Summary				
Administrative Salarie	es					
Other Salaries	\$781,330	\$1,006,604	\$1,006,604	\$1,035,092	28,488	2.8%
Employee Benefits	269,091	399,450	399,450	405,886	6,436	1.6%
Equipment	-	15,000	15,000	15,000	-	0.0%
Supplies	10,456	28,800	28,800	28,800	-	0.0%
Travel	7,891	23,100	23,100	23,100	-	0.0%
Other Expenses	322,329	421,479	421,479	421,454	(25)	0.0%
Conference/Inservice	9 14,652	34,000	34,000	34,000	-	0.0%
internal services	95,283	95,237	95,237	97,566	2,329	2.5%
TOTAL	1,501,032	2,023,670	2,023,670	2,060,898	37,228	1.8%
pass thru	\$2,548,146	2,656,332	2,656,332	2,657,839	1,507	0.1%
	\$4,049,179	\$4,680,002	\$4,680,002	\$4,718,737	\$38,735	0.8%

INSTRUCTION AND STAFF DEVELOPMENT

Wayne-La	kes BOCES			COSER #:	514		
BUDGET	ANALYSIS			PROGRAM:	LIBRARY AUTO	OMATION	
		2019-2020	2020-2021	2020-2021	2021-2022	Compari	son of
		Actual	Current	Year-End	Proposed	Current to F	Proposed
COMPAR	SON	Expenditure	Appropriation	Estimates	Budget	\$ Change	% Change
DISTRIBL	TION OF EXPENSES						
	Other Salaries	\$205,412	\$167,940	\$167,940	\$172,904	4,964	3.0%
	Employee Benefits	80,445	67,520	67,520	68,820	1,300	1.9%
	Equipment	-	5,003	5,003	5,003	-	0.0%
	Supplies	3,012	24,662	24,662	24,662	-	0.0%
	Travel	4,009	5,000	5,000	5,000	-	0.0%
	Other Expense	506,477	613,406	613,406	623,406	10,000	1.6%
	Conferences/Inservice	-	4,000.00	4,000.00	4,000.00	-	0.0%
	district based	355,386	1,000,000	1,000,000	1,000,000	-	0.0%
	Internal Services	46,185	48,957	48,957	48,957	-	0.0%
SUB-TOT	AL LIBRARY AUTOMATI	\$1,200,927	\$1,936,488	\$1,936,488	\$1,952,752	\$16,264	0.8%
	Instructional Media	\$314,830	\$387,817	\$387,817	\$391,488	3,671	1.0%
	Library Automation	329,518	484,466	484,466		2,593	0.5%
	Library Media Services	556,579	1,064,205	1,064,205	1,074,205	10,000	0.9%
		\$1,200,927	\$1,936,488	\$1,936,488	\$1,952,752	\$16,264	





DISTRICT AND FUNCTIONAL SUPPORT 2021-2022 EXECUTIVE SUMMARY

Administrators: Keith Henry & Michele Sullivan

Cost effective use of resources is again evident in the area of District Administrative Operations and Functional Support. One service provides curriculum support, while others address a variety of needs from payroll services to heating and cooling technicians.

Cooperative Purchasing uses a competitive bid process to reduce costs for purchasing services and products, i.e., office and classroom supplies, bus parts, paper, food, telephone, natural gas, electricity and athletic equipment. Twenty-five districts and three counties participate.

Shared HVAC-R provides building mechanics and HVAC-R technicians. (This program does not generate BOCES aid.)

Recruiting Service allows districts to reduce their employment advertising by over 50% as a result of a BOCES contract with the newspapers for classified ad placement.

Self-Funded Workers' Compensation provides coverage for school districts and BOCES. BOCES handles the general administration of the plan and Monroe #2 BOCES handles claims administration.

Central Business Office provides accounting, payroll and accounts payable services to a number of school districts.

Imaging Center meets customer needs through high quality digital images, finishing, collating and binding, full color or black and white documents. Imaging is done from direct computer transmission, disk or paper originals.

Administrator: Quinn Smith

Employee Assistance Program provides district employees and their families with assessment, counseling and referral services, if facing problems, such as alcohol and drug abuse, financial or emotional difficulties, marital and family problems, stress or other crises.

DISTRICT AND FUNCTIONAL SUPPORT

Wayne-I	Finger Lakes BOCES		PROGRAM: DISTRICT AND FUNCTIONAL SUPPORT					
BUDGE	T ANALYSIS							
		2019-2020	2020-2021	2020-2021	2021-2022	Comparis	on of	
		Actual	Current	Year-End	Proposed	Current to Pr	roposed	
		Expenditure	<u>Appropriation</u>	Estimates	Budget	<u>\$ Change</u>	<u>% Change</u>	
DISTRIE	BUTION OF EXPENSES							
	Other Salaries	\$2,979,497	\$3,394,985	\$3,392,527	\$3,308,417	(\$86,568)	-2.55%	
	Employee benefits	1,328,148	1,757,480	1,756,484	1,682,538	(74,941)	-4.26%	
	Equipment	92,339	150,541	150,541	253,174	102,633	68.18%	
	Supplies	355,311	523,984	522,984	531,089	7,105	1.36%	
	Travel	8,776	21,011	21,011	21,040	29	0.14%	
	Other Expense	1,996,899	2,220,434	2,221,434	2,203,816	(16,618)	-0.75%	
	Conference/Inservice	8,265	8,954	8,954	5,700	(3,254)	-36.34%	
	Pay Other BOCES	922,835	730,259	730,259	742,747	12,488	1.71%	
	Internal Services	72,289	65,496	65,496	56,859	(8,637)	-13.19%	
TOTAL		\$7,764,357	\$8,873,144	\$8,869,690	\$8,805,380	(\$67,764)	-0.76%	

DISTRICT AND FUNCTIONAL SUPPORT

	2019-2020	2020-2021	2020-2021	2021-2022	Comparison	
	Actual	Current	Year-end	Proposed	Current to Pro	
	Expenditure	Appropriation	<u>Estimates</u>	<u>Budaet</u>	<u>\$ Change</u>	% Change
IMAGING CENTER						
Program Costs	\$490,863	\$524,624	\$524,624	\$540,704	\$16,080	3.07%
Revenue						
Per Copy	varies	varies	varies	varies		
MATERIALS PROCESSING CENTER						
Program Costs	\$784,077	\$653,478	\$653,478	\$664,911	\$11,433	1.75%
Revenue						
Per Kit	varies	varies	varies	varies		
COOPERATIVE PURCHASING						
Program Costs	\$207,473	\$266,855	\$266,855	\$272,070	\$5,215	1.95%
Revenues						
Gas purchasing per district	\$1,285	\$1,323	\$1,323	\$1,375	\$52	3.90%
Bid Program per District	\$2,450	\$2,523	\$2,523	\$2,622	\$99	3.90%
SUBSTITUTE TEACHER CALLING SEP	RVICES					
Program Costs	\$121,586	\$220,512	\$220,512	\$96,344	(\$124,168)	-56.31%
Revenue						
Cost per Student	\$5.20	\$5.35	\$5.35	\$7.72	\$2.37	44.30%
EMPLOYEE ASSISTANCE PROGRAM						
Program Costs	\$54,990	\$56,910	\$56,910	\$69,091	\$12,181	21.40%
Revenue	+0 ., 000	400,010	400,010	400,000	* ,	
Cost per Employee	\$27.55	\$28.55	\$28.55	\$29.69	\$1.14	3.99%
COMMUNITY SCHOOLS						
Program Costs	\$541,514	\$796,084	\$796,084	\$704,480	(\$91,604)	-11.51%
Revenue	401.1011	4100,001	4.00,001		(+• ,•• ,	
Cost per district	varies	varies	varies	varies		
SHARED HVAC						
Program Costs	\$860,370	\$1,241,422	\$1,241,422	\$1,228,008	(\$13,414)	-1.08%
Revenue	4000,370	ψ1,241,422	φ1,241,422	φ1,220,000	(\$13,414)	- 1.0076
Cost per District	Varies	Varies	Varies	Varies		
RECRUITING SERVICE						
Program Costs	\$0	\$0	\$0	\$0	\$0	
Revenue						
Cost per District	Varies	Varies	Varies	Varies		
SELF FUNDED WORKERS' COMPENS						
Program Costs	\$378,107	\$405,050	\$401,596	\$416,006	\$10,956	2.70%
Revenue						
Cost per District	Varies	Varies	Varies	Varies		
NYNEX VIRTUAL NETWORK						
Program Costs	\$826,917	\$840,260	\$840,260	\$840,901	\$641	0.08%
Revenue						
Cost per District	Varies	Varies	Varies	Varies		
CENTRAL BUSINESS OFFICE						
Program Costs	\$2,661,328	\$2,838,544	\$2,838,544	\$2,988,916	\$150,372	5.30%
Revenue	,	, -,,				
Cost per District	Varies	Varies	Varies	Varies		

OPERATIONS & MAINTENANCE



OPERATIONS AND MAINTENANCE

Wayne-	Lakes BOCES		COSER #:	701			
BUDGE	T ANALYSIS			OPERATION AND			
				MAINTENANCE			
		2019-2020	2020-2021	2020-2021	2021-2022	Comparis	son of
		Actual	Current	Year-End	Proposed	Current to Proposed	
		Expenditure	Appropriation	Estimates	Budget	\$ Change	% Change
DISTRI	BUTION OF EXPENSES						
	Other Salaries	1,551,539	1,591,790	1,591,790	1,625,513	33,723	2.1%
	Employee Benefits	891,216	882,368	882,368	878,733	(3,635)	-0.4%
	Equipment	107,289	46,382	46,382	46,382	-	0.0%
	Supplies	182,636	122,961	122,961	156,007	33,046	26.9%
	Travel	2,600	2,600	2,600	2,600	-	0.0%
	Utilities/Phone	804,588	863,646	863,646	866,320	2,674	0.3%
	Building Repair	167,959	182,290	182,290	182,290	-	0.0%
	Other Expense	713,749	358,350	358,350	363,545	5,195	1.5%
	Conference/Inservice	5,205	5,205	5,205	5,205	-	0.0%
	Payment to Other BOCES	19,921	19,921	19,921	19,921	-	0.0%
	Payments to School Districts	999,875	1,149,196	1,149,196	1,149,196	-	0.0%
	Utilities/Phone-Other School Districts	178,309	183,540	183,540	183,540	-	0.0%
	Subtotal-Other School Districts	1,178,184	1,332,736	1,332,736	1,332,736	-	0.0%
	Transfer to Capital	-	-	-	-	-	
	Internal Services	-	-	-	-	-	
		5,624,885	5,408,249	5,408,249	5,479,252	71,003	1.3%

WAYNE-FINGER LAKES BOCES **CENTRAL STAFF**

Vicma Ramos, Ed. D District Superintendent *Quinn Smith* Director of Human Resources

Keith Henry Assistant Superintendent for Administration

Cynthia Murray Clerk of the Board Kala Wood Treasurer Wesley Wilkert Claims Auditor

WAYNE-FINGER LAKES BOCES 2020-2021 BOARD MEMBERS

Lynn Gay, President	Philip Rose, Vice President	Timothy DeLucia
Michael Ellis	Joseph McNamara	Anne Morgan
Pamela Pendleton	0.J. Sahler	Jeff Morehouse (7/1/20-1/12/21)

It is Wayne-Finger Lakes BOCES' policy to provide for and promote equal opportunity in education and employment. Wayne-Finger Lakes BOCES does not discriminate, in its programs and activities, against: (i) any student or any candidate for admission (or parent of any such student or candidate); (ii) any employee or applicant for employment; or (iii) any third party, on the basis of actual or perceived race, color, national origin, sex, disability, or age; and, it provides equal access to its facilities to the Boy Scouts and other designated youth groups. Further, Wayne-Finger Lakes BOCES does not discriminate on the basis of religion or creed, religious practice, ethnic group, weight, sexual orientation, gender, military status, genetic status, marital status, domestic violence victim status, criminal arrest or conviction record, or any other basis prohibited by state or federal non-discrimination laws, or unless based upon a bona fide occupational qualification or other exception. Inquiries regarding Wayne-Finger Lakes BOCES' non discrimination policies and grievance procedures or Title IX should be directed to:

Quinn M. Smith, Director of Human Resources Administrative Offices, Regional Support Center 131 Drumlin Court, Eisenhower Building Newark, NY 14513-1863 Telephone: (315) 332-7282 Email: Quinn.Smith@wflboces.org



U.S. Department of Education New York Office Office for Civil Rights 32 Old Slip, 26th Floor New York, NY 10005-2500 Telephone: (646) 428-3800 Email: OCR.NewYork@ed.gov

WAYNE - FINGER LAKES Board of Cooperative Educational Services

Ontario Cayuga **Yates BOCES** Wayne Seneca





NAPLES COMMUNITY PARK FACILITY USE AGREEMENT

Agreement made April , 2021, between the Town of Naples, 106 South Main Street, County of Ontario, State of New York, referred to as "Town", and

Naples Central School District, 136 North Main Street, Naples, New York, referred to as "School District".

WHEREAS, the Town owns premises known as the Naples Community Park referred to as the "Park", located on NYS Rte. 245, Naples, NY 14512; and

WHEREAS, the School District conducts activities at the park including, but not limited to, practices and games for the sports of soccer, softball and baseball; and

WHEREAS, the Town has consented to such use subject to certain restrictions and specifications.

Now therefore the Town and the School District agree as follows:

1. The Town hereby grants to the School District, its students, staff, guests and invitees, including other school teams, staff and guests, the right, privilege and permission to enter into and upon the Naples Community Park premises, for the purpose and use of conducting the following: soccer games and soccer practices; baseball games and baseball practices; activities related to such games and practices; other miscellaneous activities; and field maintenance, as hereinafter provided. Such grant shall include the two (2) soccer fields and the varsity baseball field between the driveway and the westerly boundary of the park, spectator facilities, parking areas, rest rooms, concession stand and other areas of the Park. The School District acknowledges that the Naples Community Park is a municipal park and therefore its access to and use of Park facilities will not be exclusive.

- 2. Mowing and Fertilization:
 - A. Mowing of the fields and all areas adjacent to the fields to the west of the driveway shall be the responsibility of the School District. Such responsibility shall include the providing of personnel for mowing. All mowing and/or necessary maintenance shall be performed in a good workmanlike manner. The school district may use the tractors owned by the Town and designated by the Town for the mowing. Those tractors shall be used only for mowing at the Park by the School District. The school district may obtain fuel for those tractors from the Naples Town Highway Department during the hours that the Highway Department personnel are on duty. Such fuel shall be used solely for Park mowing. Only School District personnel who have been approved by the Town may operate the tractors. The Town shall provide annual maintenance of the tractors each spring, as well any necessary repairs. School District personnel shall be responsible to perform regular operational maintenance,

including but not limited to, checking and maintaining proper lubrication of the tractors and implements. The School District shall notify the Town Clerk, in a timely manner of any operational or repair problems with either the tractor(s) or the associated implements.

B. The School District shall further be responsible for fertilization of the fields, at the expense of the school district. Such fertilization shall be performed in accordance with applicable laws and regulations. The fertilization shall be of a type and at a frequency as is indicated by soil testing of the fields at regular intervals by School District personnel.

3. With respect to its use of the soccer and baseball fields, the School District shall be responsible for lining those fields for school events, repairing turf damage on the fields and reseeding areas of the fields requiring such reseeding due to the use thereof. The School District shall further have at least one (1) portable toilet facility on site near the playing fields during the respective playing seasons for the subject fields.

4. The School District may also make use of the Park grounds for other activities such as picnics, outings, hiking, academic and recreational activities, rallies and any other legal purposes for which the Park may be used by scheduling through the Town Clerk. The School District shall advise the Town Clerk at least thirty (30) days in advance of all planned activities at the Park, other than with respect to the use of the of soccer and baseball fields.

5. In addition to the use of the soccer and baseball fields the School District shall have responsibility for scheduling use of those fields by organizations and individuals other than the School District. As part of such scheduling the School District shall require the execution of a use agreement in a format and with content approved by the Town Board of the Town of Naples, prior to use of the fields. Such use agreement shall be prepared by the legal counsel for the Town for each such use. The school District shall require each applicant for use of the fields to fill out an application form in a format approved by the Town, a copy of which will be forwarded expeditiously to the Town's legal counsel, who shall prepare the use agreement and forward same to the School District, which shall then arrange for execution by the applicant and the School District. Upon execution of the agreement the School District shall provided copies hereof to the Naples Town Clerk and the Town's legal counsel. The Town will retain authority for scheduling of activities at Naples Community Park Facilities other than the soccer and baseball fields.

6. The School District acknowledges that the Naples Community Park is a Municipal Park and therefore is open to the public, except when particular facilities at the Park are reserved in advance for specific activities.

7. The School District shall comply with all applicable laws, ordinances, codes and regulations in connection with the use of the premises by its students, staff, guests and/or invitees.

8. Any open fires at school activities shall be in a location approved by the Town and

subject to the following:

A. No open fire is permitted on any of the playing fields. The fire area shall be clearly roped off in a circle with a radius equal to at least one and a half times the height of the fire material or a minimum of 20 feet. No one not responsible for maintaining the fire shall be allowed inside the roped off area.

B. The fire material shall be built up in a manner that will result in the material falling in on itself, rather than falling outward, as the material burns.

C. Maxfield Hose Company shall be notified at least ten (10) days prior to the event in order to arrange for a truck and crew to be on standby.

D. Proper ignition of the fire must be utilized to minimize sparks and embers.

E. Proper supervision of the crowd around the fire shall be provided by the School District.

F. Any recommendations made by Maxfield Hose Company personnel with respect to the fire shall be implemented.

G. Any requisite permits(s) for such bonfire shall be obtained and filed with the Town Clerk.

9. The School District, its students, staff, guests and invitees shall not serve or possess, either for sale or otherwise, any form of alcoholic beverage on, in or adjacent to the Park grounds.

10. The School District shall be responsible for prompt clean up of any debris and litter subsequent to the termination of activities and/or events on the Park grounds.

11. The School District shall be responsible for any damage to the facility caused by either the School District, its students, staff, guests and/or invitees as the result of any activities carried out at the Park by the School District.

12. The School District will provide a general liability policy of insurance covering the activities at the Park with a minimum limit of One Million Dollars (\$1,000,000.00) naming the Town of Naples as an insured. Proof of such coverage shall be delivered to the Town Clerk of the Town of Naples within ten (10) days of the date of this Agreement. Such coverage shall continue throughout the term of this Agreement.

13. In consideration of the privilege herein granted, the School District will not claim any damages from the Town in connection with or on account of any injuries or damages arising in or on the above-described property while being used by the School District, its students, staff, guests and/or invitees, and the School District further agrees to indemnify and hold harmless the Town from all claims or damages, including costs of the defense thereof, in connection with the use of the park grounds by the School District and its students, staff, guests and invitees, including other school teams, staff and guests.

14. This agreement shall be for a term of five (5) years from the date hereof.

15. This agreement may be revoked upon ninety (90) days written notice by either party to the office of the other party. In the case of the Town, the written notice shall be made to the Town Clerk at the address indicated above. In the case of the School District the written notice shall be made to the School District Superintendent at the address indicated above.

IN WITNESS WHEREOF, the parties have signed this agreement at Naples, New York, the date and year first above written.

Town of Naples, by

Tamara Hicks - Supervisor

Naples Central School District, by

Matthew Frahm – Superintendent of Schools

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including but not limited to, checking and maintaining proper lubrication of the tractors and implements. The School District shall notify the Town Clerk, in a timely manner of any operational or repair problems with either the tractor(s) or the associated implements.

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4. The School District may also make use of the Park grounds for other activities such as picnics, outings, hiking, academic and recreational activities, rallies and any other legal purposes for which the Park may be used by scheduling through the Town Clerk. The School District shall advise the Town Clerk at least thirty (30) days in advance of all planned activities at the Park, other than with respect to the use of the of soccer and baseball fields.

5. In addition to the use of the soccer and baseball fields the School District shall have responsibility for scheduling use of those fields by organizations and individuals other than the School District. As part of such scheduling the School District shall require the execution of a use agreement in a format and with content approved by the Town Board of the Town of Naples, prior to use of the fields. Such use agreement shall be prepared by the legal counsel for the Town for each such use. The school District shall require each applicant for use of the fields to fill out an application form in a format approved by the Town, a copy of which will be forwarded expeditiously to the Town's legal counsel, who shall prepare the use agreement and forward same to the School District, which shall then arrange for execution by the applicant and the School District. Upon execution of the agreement the School District shall provided copies hereof to the Naples Town Clerk and the Town's legal counsel. The Town will retain authority for scheduling of activities at Naples Community Park Facilities other than the soccer and baseball fields.

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7. The School District shall comply with all applicable laws, ordinances, codes and regulations in connection with the use of the premises by its students, staff, guests and/or invitees.

8. Any open fires at school activities shall be in a location approved by the Town and

subject to the following:

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B. The fire material shall be built up in a manner that will result in the material falling in on itself, rather than falling outward, as the material burns.

C. Maxfield Hose Company shall be notified at least ten (10) days prior to the event in order to arrange for a truck and crew to be on standby.

D. Proper ignition of the fire must be utilized to minimize sparks and embers.

E. Proper supervision of the crowd around the fire shall be provided by the School District.

F. Any recommendations made by Maxfield Hose Company personnel with respect to the fire shall be implemented.

G. Any requisite permits(s) for such bonfire shall be obtained and filed with the Town Clerk.

9. The School District, its students, staff, guests and invitees shall not serve or possess, either for sale or otherwise, any form of alcoholic beverage on, in or adjacent to the Park grounds.

10. The School District shall be responsible for prompt clean up of any debris and litter subsequent to the termination of activities and/or events on the Park grounds.

11. The School District shall be responsible for any damage to the facility caused by either the School District, its students, staff, guests and/or invitees as the result of any activities carried out at the Park by the School District.

12. The School District will provide a general liability policy of insurance covering the activities at the Park with a minimum limit of One Million Dollars (\$1,000,000.00) naming the Town of Naples as an insured. Proof of such coverage shall be delivered to the Town Clerk of the Town of Naples within ten (10) days of the date of this Agreement. Such coverage shall continue throughout the term of this Agreement.

13. In consideration of the privilege herein granted, the School District will not claim any damages from the Town in connection with or on account of any injuries or damages arising in or on the above-described property while being used by the School District, its students, staff, guests and/or invitees, and the School District further agrees to indemnify and hold harmless the Town from all claims or damages, including costs of the defense thereof, in connection with the use of the park grounds by the School District and its students, staff, guests and invitees, including other school teams, staff and guests.

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WHEREAS, the Town owns premises known as the Naples Community Park referred to as the "Park", located on NYS Rte. 245, Naples, NY 14512; and

WHEREAS, the School District conducts activities at the park including, but not limited to, practices and games for the sports of soccer, softball and baseball; and

WHEREAS, the Town has consented to such use subject to certain restrictions and specifications.

Now therefore the Town and the School District agree as follows:

1. The Town hereby grants to the School District, its students, staff, guests and invitees, including other school teams, staff and guests, the right, privilege and permission to enter into and upon the Naples Community Park premises, for the purpose and use of conducting the following: soccer games and soccer practices; baseball games and baseball practices; activities related to such games and practices; other miscellaneous activities; and field maintenance, as hereinafter provided. Such grant shall include the two (2) soccer fields and the varsity baseball field between the driveway and the westerly boundary of the park, spectator facilities, parking areas, rest rooms, concession stand and other areas of the Park. The School District acknowledges that the Naples Community Park is a municipal park and therefore its access to and use of Park facilities will not be exclusive.

- 2. Mowing and Fertilization:
 - A. Mowing of the fields and all areas adjacent to the fields to the west of the driveway shall be the responsibility of the School District. Such responsibility shall include the providing of personnel for mowing. All mowing and/or necessary maintenance shall be performed in a good workmanlike manner. The school district may use the tractors owned by the Town and designated by the Town for the mowing. Those tractors shall be used only for mowing at the Park by the School District. The school district may obtain fuel for those tractors from the Naples Town Highway Department during the hours that the Highway Department personnel are on duty. Such fuel shall be used solely for Park mowing. Only School District personnel who have been approved by the Town may operate the tractors. The Town shall provide annual maintenance of the tractors each spring, as well any necessary repairs. School District personnel shall be responsible to perform regular operational maintenance,

including but not limited to, checking and maintaining proper lubrication of the tractors and implements. The School District shall notify the Town Clerk, in a timely manner of any operational or repair problems with either the tractor(s) or the associated implements.

B. The School District shall further be responsible for fertilization of the fields, at the expense of the school district. Such fertilization shall be performed in accordance with applicable laws and regulations. The fertilization shall be of a type and at a frequency as is indicated by soil testing of the fields at regular intervals by School District personnel.

3. With respect to its use of the soccer and baseball fields, the School District shall be responsible for lining those fields for school events, repairing turf damage on the fields and reseeding areas of the fields requiring such reseeding due to the use thereof. The School District shall further have at least one (1) portable toilet facility on site near the playing fields during the respective playing seasons for the subject fields.

4. The School District may also make use of the Park grounds for other activities such as picnics, outings, hiking, academic and recreational activities, rallies and any other legal purposes for which the Park may be used by scheduling through the Town Clerk. The School District shall advise the Town Clerk at least thirty (30) days in advance of all planned activities at the Park, other than with respect to the use of the of soccer and baseball fields.

5. In addition to the use of the soccer and baseball fields the School District shall have responsibility for scheduling use of those fields by organizations and individuals other than the School District. As part of such scheduling the School District shall require the execution of a use agreement in a format and with content approved by the Town Board of the Town of Naples, prior to use of the fields. Such use agreement shall be prepared by the legal counsel for the Town for each such use. The school District shall require each applicant for use of the fields to fill out an application form in a format approved by the Town, a copy of which will be forwarded expeditiously to the Town's legal counsel, who shall prepare the use agreement and forward same to the School District, which shall then arrange for execution by the applicant and the School District. Upon execution of the agreement the School District shall provided copies hereof to the Naples Town Clerk and the Town's legal counsel. The Town will retain authority for scheduling of activities at Naples Community Park Facilities other than the soccer and baseball fields.

6. The School District acknowledges that the Naples Community Park is a Municipal Park and therefore is open to the public, except when particular facilities at the Park are reserved in advance for specific activities.

7. The School District shall comply with all applicable laws, ordinances, codes and regulations in connection with the use of the premises by its students, staff, guests and/or invitees.

8. Any open fires at school activities shall be in a location approved by the Town and

subject to the following:

A. No open fire is permitted on any of the playing fields. The fire area shall be clearly roped off in a circle with a radius equal to at least one and a half times the height of the fire material or a minimum of 20 feet. No one not responsible for maintaining the fire shall be allowed inside the roped off area.

B. The fire material shall be built up in a manner that will result in the material falling in on itself, rather than falling outward, as the material burns.

C. Maxfield Hose Company shall be notified at least ten (10) days prior to the event in order to arrange for a truck and crew to be on standby.

D. Proper ignition of the fire must be utilized to minimize sparks and embers.

E. Proper supervision of the crowd around the fire shall be provided by the School District.

F. Any recommendations made by Maxfield Hose Company personnel with respect to the fire shall be implemented.

G. Any requisite permits(s) for such bonfire shall be obtained and filed with the Town Clerk.

9. The School District, its students, staff, guests and invitees shall not serve or possess, either for sale or otherwise, any form of alcoholic beverage on, in or adjacent to the Park grounds.

10. The School District shall be responsible for prompt clean up of any debris and litter subsequent to the termination of activities and/or events on the Park grounds.

11. The School District shall be responsible for any damage to the facility caused by either the School District, its students, staff, guests and/or invitees as the result of any activities carried out at the Park by the School District.

12. The School District will provide a general liability policy of insurance covering the activities at the Park with a minimum limit of One Million Dollars (\$1,000,000.00) naming the Town of Naples as an insured. Proof of such coverage shall be delivered to the Town Clerk of the Town of Naples within ten (10) days of the date of this Agreement. Such coverage shall continue throughout the term of this Agreement.

13. In consideration of the privilege herein granted, the School District will not claim any damages from the Town in connection with or on account of any injuries or damages arising in or on the above-described property while being used by the School District, its students, staff, guests and/or invitees, and the School District further agrees to indemnify and hold harmless the Town from all claims or damages, including costs of the defense thereof, in connection with the use of the park grounds by the School District and its students, staff, guests and invitees, including other school teams, staff and guests.

14. This agreement shall be for a term of five (5) years from the date hereof.

15. This agreement may be revoked upon ninety (90) days written notice by either party to the office of the other party. In the case of the Town, the written notice shall be made to the Town Clerk at the address indicated above. In the case of the School District the written notice shall be made to the School District Superintendent at the address indicated above.

IN WITNESS WHEREOF, the parties have signed this agreement at Naples, New York, the date and year first above written.

Town of Naples, by

Tamara Hicks - Supervisor

Naples Central School District, by

Matthew Frahm – Superintendent of Schools
AIA Document B132[®] – 2009

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

AGREEMENT made as of the 1st day of April in the year Two Thousand Twenty-One (4 - 1 - 2021)(In words, indicate day, month and year.)

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

Naples Central School District 136 North Main Street Naples, NY 14512 585-374-7900

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

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

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

Naples Central School District **Capital Improvement Project 2021** SEI Project Number 20-3021

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

TBD

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The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232[™]–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Exhibit "A". The Owner and Architect will complete Exhibit A together; reducing to writing their mutual understanding of the Project description which was arrived at during the preliminary Owner/Architect and School District planning meetings. (Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

The District wishes to undertake a new Capital Improvement Project to repair, upgrade or improve several areas at the Naples Elementary School and at the Naples Jr. / Sr. High School. The following is our understanding of the project scope, including but not limited to:

- 1) **Naples Elementary School:** Renovations to various classrooms throughout the building, various ADA hardware and security hardware, select window replacements, emergency generator, site improvements including new playground equipment and appurtenances, and various playfield improvements.
- 2) **Naples High School:** Renovations to Auditorium, various ADA hardware and security hardware, select roofing replacement, site improvements including various playfield improvements.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

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§ 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.)

1. Construction Budget TBD PRELIMINARY \$11,500,000

TBD PRELIMINARY \$14,400,000 2. Referendum

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

Estimated Design phase milestone dates: .1

> Public Referendum Vote Completion of Design Documents: Submission to SED: SED Review and Approval: **Bidding:**

December 2021 September 2022 End September 2022 March 2023 (6 Months) April 2023

Note: Further development and discussion regarding project scope and an "early submission package" to SED (phased submissions), may allow for earlier bidding and construction of a portion(s) of the project.

- .2 Commencement of construction: July 2023
- .3 Substantial Completion Date: September 2024
- .4 Other: This schedule will take into account the Owner's school building use and programmatic needs. The Architect, Construction Manager and Owner shall review and agree upon the proposed Construction Schedule.

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

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

- [] One Contractor
- [X] **Multiple Prime Contractors**
- Unknown at time of execution []]

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

(List number and type of bid/procurement packages.)

None

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

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The Owner has completed its AHERA Report which is on file at the School District offices and available for Architect's use and consideration during the design.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4: *(List name, address and other information.)*

Dr. Matthew Frahm Naples Central School District 136 North Main Street Naples, NY 14512 Telephone Number: 585-374-7900

§ 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 information.*)

TBD

§ 1.1.10 The Owner will retain the following consultants: (*List name, legal status, address and other information.*)

.1 Construction Manager: If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

TBD

.2 Cost Consultant (if in addition to the Construction Manager): (If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

None.

.3 Land Surveyor

Necessary scope of services to be determined at a later date. If needed, SEI shall facilitate procurement (solicit 3 proposals and make recommendation for award), coordinate efforts of selected consultant and be compensated for same as a Reimbursable Expense, in accordance with Article 11.8.

4 Geotechnical Engineer

Necessary scope of services to be determined at a later date. If needed, SEI shall facilitate procurement (solicit 3 proposals and make recommendation for award), coordinate efforts of selected consultant and be compensated for same as a Reimbursable Expense, in accordance with Article 11.8.

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

Mr. Victor J. Tomaselli, AIA, Senior Principal SEI Design Group Architects, DPC 224 Mill Street Rochester, NY 14614

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§ 1.1.12 The Architect shall identify all consultants retained to assist on the Project in Sections 1.1.12.1 and 1.1.12.2: *(List name, legal status, address and other information.)*

§ 1.1.12.1 Consultants retained under Basic Services:

Structural Engineer:

.1

Herrick-Saylor Engineers, P.C. 510 Kreag Road Pittsford, NY 14534

.2 Mechanical Engineer:

EC4B Engineering, P.C. 15 Schoen Place, Suite 300 Pittsford, NY 14534

.3 Electrical Engineer:

EC4B Engineering, P.C. 15 Schoen Place, Suite 300 Pittsford, NY 14534

.4 Environmental Consultant:

Gheen Environmental Engineers

.5 Site/Civil Appel Osborne Landscape Architects 102 Division St., Ste. 400 Syracuse, NY 13204

Other than the consultants identified above, no additional consultants may be retained for this project unless agreed to in writing by the Owner.

§ 1.1.12.2 Consultants retained under Additional Services:

None.

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

None

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(Paragraph deleted) ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132[™]-2009, Standard Form of Agreement Between Owner and Construction Manager. All

references to AIA Document C132-2009, Standard Form of Agreement between Owner and Construction Manager, shall mean such Standard Form of Agreement as it may be modified by the Owner and Construction Manager in writing and coordinated with the Owner-Architect Agreement. The Owner will promptly provide a copy of the Construction Manager's Agreement to the Architect, including any modifications thereto.

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

§ 2.5 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 for the duration of this Agreement.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than two million (\$ 2,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than one million (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than statutory.

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than two million (\$ 2,000,000) per claim and three million (\$3,000,000) in the aggregate.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

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

§ 2.6.8 The Architect hereby represents to Owner that Architect is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder; that Architect has visited the site for the Project and reasonably familiarized itself with the local conditions under which the services required hereunder are to be performed and shall incorporate the observations in the performance of its

§ 2.6.9 The Architect with the assistance of the Construction Manager, shall prepare, file, apply for and secure all licenses, approvals, permits and authorizations as may be required by the State Education Department and any other governmental authority or agency having any jurisdiction over or interest in the project, all within the required time limits, or shall where appropriate ensure that responsibility for the same is incorporated in the Construction Documents as an obligation of the appropriate Contractor. The Owner and Construction Manager shall provide all information in its possession, and provide such other assistance, requested and reasonably required by the Architect

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to perform its obligations under this Paragraph.

§ 2.10 The Architect and the Owner agree that this Agreement is null and void unless and until the voters of the School District approve a referendum authorizing the Board of Education to proceed with the Project. The Owner agrees that Pre-Referendum Services fees will be honored and paid, regardless of the outcome (approval or failure) of the Voter Referendum.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.0 Pre-Referendum Phase Services[DET5]

3.0.1. General:

Architect shall provide all professional architectural and engineering services necessary to develop a comprehensive plan to present some or all of the items set forth in the Project, as outlined herein, to the School District's voters in the form of a referendum. The Architect shall work cooperatively with the School District's construction manager, if any, to provide pre-referendum services including identification of issues, preliminary analysis of the Project, detailed cost estimates based on area, volume, square footage or similar conceptual estimating techniques, alternative solutions, assisting the School District in the prioritization of specific work scope items to determine what will be presented to the voters in a referendum, and attendance at board meetings and public information meetings prior to the voter referendum date. The cost estimating shall take into consideration the Project schedule, including the New York State Education Department ("NYSED") review and the timing of bidding of contracts, together with the School District's intent to maximize state aid for the Project. This shall also include review of the existing building conditions survey and other information from the School District, or information already in the possession of the Architect. The anticipated schedule for services under this Agreement and in connection with the Project is set forth in the attached "Potential Timeline for Capital Project" – prepared by Architect.

§ 3.0.2. Architect Representation of Knowledge of School District Construction and NYSED Requirements:

The Architect acknowledges that the School District is a central school district which is subject to various laws and regulations of the State of New York. The Architect shall, in accordance with the professional standards, use reasonable care to comply with all applicable laws and regulations in effect at the time such service is rendered as they pertain to the design, bidding and construction of the Project as they apply to the Architect, including, but not limited to, the requirements of Article 5-A of the General Municipal Law; Article 9 of the Education Law; and Sub-Chapter J, Part 155 of Title 8, Chapter II of Codes, Rules and Regulations of the State of New York. The Architect shall consult with the School District or the School District's legal counsel with respect to any questions concerning the applicability or interpretation of such laws and regulations.

§3.0.3 Preparation of Materials to Inform Voters:

Architect representatives shall prepare materials explaining Project Scope, Project Benefits, Costs and Schedule, and review with the School Board and voters prior to referendum. An Architect representative shall present the Project to the voters, if requested by School District.

§3.04 State Aid Planning:

Architect shall work with School District representatives to assist the School District with the State aid planning prior to the referendum vote. Architect shall assist School District representatives with the completion of a letter of intent for filing with NYSED and State aid forms necessary to plan the Project. Architect shall assist the School District with SEQRA analysis, review, and approval.

§3.0.5. Fees and Expenses for Pre-Referendum Services:

It is understood that the total Architect fees for all services to be provided under this Pre-Referendum Phase, including but not limited to direct personnel expenses, shall be a lump-sum amount not to exceed \$15,000.00 for all services actually performed prior to the voter referendum. In the event of a successful referendum of the voters, it is understood by and between the Parties that ZERO dollars (\$0.00) of the Pre-Referendum fee set forth herein shall be a credit against the basic services fee contained in a post-referendum agreement.[DET6]

§3.0.6. Insurance:

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In connection with the services to be provided under this Agreement, Architect shall provide certificates of insurance evidencing insurance coverages and amounts of coverage as set forth in §2.6.

§3.0.7. Termination of This Agreement:

In the event the School District does not obtain a successful referendum vote on or before twelve (12) months from the date of this Agreement, then this Agreement shall automatically terminate and School District shall pay Architect for all approved and properly billed services under this Agreement incurred prior to termination, but not to exceed the aggregate maximum amount set forth in ¶5.

§ 3.1 Basic Services: General

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services necessary to accomplish the Owner's program and complete the Project. The Architect shall advise the Owner if it believes that any additional consultants are required to complete the Project, at the earliest possible date. Moreover, the Architect will assist the Owner in the selection of consultants (e.g., construction manager), where appropriate.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, 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 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 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.

§ 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.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

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

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

§ 3.1.8 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 or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner 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, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.2.5.2 The Architect shall consider 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 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. The Architect and the Construction Manager shall work together on and agree to an estimate of the Cost of the Work prior to the Design Development Phase and shall report same in writing to the Owner. The Architect will present schematic plans to different levels of Owner's staff (for example: Leadership Team, **then** staff).

§ 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 the required 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 assume the accuracy of the estimates of Construction Cost and Project Cost which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner. The Architect shall advise the Owner if it believes that the Cost estimates of the Construction Manager are substantially inaccurate. However, notwithstanding the foregoing, the Architect will not be held responsible for the inaccuracy of the cost estimate.

§ 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 pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. 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 such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 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. It will then be determined whether there is enough information for an estimate by the Construction Manager.

§ 3.3.3 Upon receipt of the Construction Manager's information and completion of the estimate of the Cost of the Work 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. A meeting will be held between the Architect, Construction Manager and Owner to review the Construction Manager's findings. It will then be determined which items will be incorporated into the Construction Documents.

§ 3.4 Construction Documents Phase Services

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§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall submit a complete set of Construction Documents to the New York State Education Department's Facilities Planning Department ("FPD") for review and approval. The Architect shall also furnish a copy of that submission to the Owner and Construction Manager. The Architect will advise the Owner and Construction Manager of any necessary revisions to the Contact Documents mandated by FPD and any potential adjustments to the estimate Cost of the Work resulting from those revisions, Should the Construction Manager's revised estimate exceed the Owner's budget for the Cost of the Work, the Architect will develop and provide to Owner Construction Document alternatives which do not exceed that amount for review and approval by the Owner. Should this require a resubmittal of Construction Documents to FPD, Architect will be responsible for same, without additional compensation.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner and the Construction Manager in the development and preparation of the Invitation to Bidders, bid forms, the General Conditions of the Contract for Construction (AIA/A232 CMa-2009 version) and Supplemental Conditions as required, suggested Legal Notices, and the form of the Agreement between Owner and Contractor (AIA/A132 CMa-2009 version). Upon the request of the Owner, the Owner's attorney shall review the proposed bidding and contract documents for legal sufficiency and the Architect shall make such modifications as the Owner's attorney deems to be in the interest of the Owner, However, notwithstanding the foregoing, the Architect's assistance and cooperation with the Construction Manager will not relieve the Construction Manager of responsibility to prepare the Invitation to Bidders, bid forms, General Conditions of the Contract for Construction and Supplemental Conditions and the form of Agreement between Owner and Contractor, which responsibility is primarily that of the Construction Manager.

§ 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. A meeting will be held between the Architect, Construction Manager and Owner to review the Construction Manager's findings. It will then be determined which items will be incorporated into the Construction Documents.

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§ 3.4.5 Upon receipt of the Construction Manager's information and completion of the estimate of the Cost of the Work 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.

§ 3.5 Bidding 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 described in Section 3.4.3.

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

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders. The Architect shall also advise the Owner on the acceptability of apparent low bidders.

(Paragraphs deleted)

§ 3.5.2.4 If the lowest responsible bid, or the aggregate of the lowest responsible bids in the case of multiple prime contracts, submitted by qualified contractor(s), exceeds the limits of the Owner's budget for Cost of the Work, the Owner at its option shall:

- .1 give written approval of an increase in the Owner's budget for the Cost of the Work (and any corresponding reduction of other elements of Project Cost) to the Architect and Construction Manager;
- .2 authorize rebidding of the Project within a reasonable time;
- .3 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.
- .4 abandon the Project and terminate in accordance with Section 9.5;

If the Project is bid in phases, then for purposes of this Section 3.5.2.4 the Owner's budget for the Cost of the Work shall mean the portion of the Cost of the Work which was established by the Owner for that part of the Project involved in such bid phase.

§ 3.5.2.5 If the Owner chooses to proceed under Section 3.5.2.4.3, the Architect shall make such modifications to the Construction Documents as may be necessary to bring the Contract Cost within the fixed limit, and shall perform such services with respect to approval of the State Education Department and to any rebidding processes as are required for the original bidding, all at no additional cost to the Owner, unless such services are due to a change in the law, building code or is imposed by SED and directly impacts the Cost of the Work, at which point the Architect will perform at a mutually agreed upon cost. The Architect shall be entitled to compensation in accordance with this agreement for all compensable services performed whether or not the Construction Phase is commenced.

§ 3.6 Construction Phase Services

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§ 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 A232TM–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified by the Supplementary General Conditions.

§ 3.6.1.2 The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment to the Contractors is due and at the Owner's direction from time to time until 12 months after the date of Substantial Completion of the Work. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the issuance of the State Education Department Certificate of Substantial Completion of the final phase.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.2, to become familiar with the progress and quality of the portion of the Work completed, and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect, upon notification to the Construction Manager, shall recommend to the Owner the rejection of work which the Architect is aware does not conform to the Contract Documents. 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 such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor 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. The Architect's decisions on matters relating to aesthetic effect shall be final if corroborated by the Owner, consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

(Paragraphs deleted)

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§ 3.6.3.1. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, and based on the Architect's observations and on its evaluations of the Contractor's Application for Payment, 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 are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors 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 the information known (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 belief and professional judgment, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect or the rights of the Owner otherwise provided by this Agreement, unless specifically agreed in writing by the Owner.

§ 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, or (3) ascertained how or for what purpose the 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. 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 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve, reject or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Should a Contractor fail to make a required submittal or resubmittal (necessitated by the Architect's prior submittal rejection) and that failure could reasonably lead to a delay of the Work as set forth in the Project Schedule, the Architect shall notify the Owner of the facts and circumstances surrounding the matter and assist the Owner in taking steps necessary to compel the Contractor to make an acceptable submittal in a timely manner.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings

and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, 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 shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals 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 authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. 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

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§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, 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 the Work complies with the requirements of the Contract Documents. The Architect's issuance of a final Certificate for Payment shall constitute a representation by the Architect to the Owner that based on the Architect's information, belief and professional judgment that (1) each Contractors, laborers, materialmen and suppliers of all Contractors and subcontractors and their agents have been paid in full (2) the Work has been completed and the quality of the Work is in accordance with the Contract Documents, in accordance with Section 3.6.3.2. Any exceptions to this representation must be set forth as such in writing signed by the Architect and by the Owner's Superintendent of Schools.

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

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

§ 3.6.6.4 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. When applicable, the Architect shall assist the Construction Manager in having warranty

work performed by the appropriate party or parties (e.g., contractors, manufacturers, etc.). Such assistance may include, but is not limited to, notifying the appropriate individuals or corporations of their warranty obligations.

§ 3.6.5 The Architect shall perform such other acts and services as may be reasonably requested by the Owner in order to constitute proper administration of the Project within the meaning of Part 155.2(a)(5)(i) of the Regulations of the Commissioner of Education (8 NYCRR Chapter II). If such services materially increase the Architect's scope of services, the Architect shall be entitled to be compensated on an Additional Services basis, provided that the Architect first obtains the Owner's written consent to such Additional Services.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Intentionally Omitted.

Services	Responsibility	Location of Service Description	
	(Architect, Owner	(Section 4.2 below or in an exhibit	
	or	attached to this document and	
	Not Provided)	identified below)	

(Rows deleted)

§ 4.1.2 Notwithstanding anything to the contrary expressed elsewhere in Article 3, no architectural services made necessary, in whole or in part, by the fault or omission of the Architect to perform its duties under this Agreement, shall be compensated as an Additional Service.

§ 4.2 The services described below are additional services and shall only be provided if authorized in advance and in writing by the by the Owner; such authorization shall include the mutually agreed upon compensation or method for determining the compensation for such Additional Service; Owner shall be obliged to pay for only the amount determined in accordance with such prior written agreement; unless such agreement shall be amended in advance:

- a) Making revisions in drawings, specifications or other documents when such revisions are
 - Inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
 - Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents;
 - Due to changes required as a result of the Owner's failure to render decisions in a timely manner.
- b) Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- c) Providing extensive analyses of owning and operating costs.
- d) Providing extensive interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- e) Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

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

§ 4.3.1 The following are instances in which additional services may be warranted, subject to the requirements of Section 4.3.

.1 A material change in the Project, including size, quality, complexity, building systems, the Owner's schedule or budget for the Cost of the Work, or constructability considerations;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design

alternatives such as unique system designs, in depth material research, energy modeling, or attempts to obtain LEED certification;

(Paragraph deleted)

.3 Services made necessary by default of the Construction Manager or Contractor, by major defects or deficiencies in the Work of the Contractor or Construction Manager, or by failure of performance on the part of the Owner, Construction Manager or Owner's other consultants or contractors.

(Paragraphs deleted)

.4 Consultation concerning replacement of Work resulting from fire or other causes during construction.

§ 4.3.2

(Paragraphs deleted) Intentionally Omitted.

(Paragraphs deleted)

§ 4.3.4 If, through no fault of the Architect, the services covered by this Agreement have not been completed within the durations outlined at Section 1.1.4, the Architect reserves the right to seek compensation for any extended duration as Additional Services from the Owner, in accordance with Section 4.3, above.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall with the assistance of the Architect provide information in a timely manner regarding requirements for and limitations on the Project.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2009, Standard Form of Agreement Between Owner and Construction Manager, as modified. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager. The Construction Manager shall be responsible for creating the overall Project schedule in consultation with the Architect.

§ 5.4 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 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. The Architect will reconcile these estimates with the Construction Manager.

(Paragraph deleted)

§ 5.5 The Owner's representative authorized to act on the Owner's behalf with respect to the Project is **Matthew Frahm, Superintendent of Schools**. 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. It is understood that there will be some decisions that will be beyond the authority of the designated representative and that require review and/or action by the Owner's Board of Education; in such circumstances it is understood that making the required decision may take a longer period of time.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements

and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. These services may be billed as a reimbursable through the Architect.

§ 5.8 Intentionally Omitted.

§ 5.9 The Architect, with the assistance of the Construction Manager, shall notify the Owner when to test and inspect. After notification, the Owner shall obtain and furnish tests, inspections and reports required by law or the Contract Documents when so notified by the Architect, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect 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.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Intentionally Omitted.

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

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

§ 5.16 The Architect shall not be required to sign any document that would result in the Architect's having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain. The Owner also agrees not to make resolution of any dispute with the Architect or payment of any amount due to the Architect in any way contingent upon the Architect's signing any such certification.

§ 5.17 As used herein, the word "certify" shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

ARTICLE 6 COST OF THE WORK AND PROJECT COST

§ 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 does not include the compensation of the Architect and Architect's consultants, compensation of the Construction Manager and Construction Manager's consultants, the costs of the land, rights-of-way, financing, contingencies for changes in the Work (identified as such) or other costs that are the responsibility of the Owner.

§ 6.1.1 Pursuant to the Education Law, the Owner must obtain approval of the voters of the District for the Project, and for the maximum project expenditure (sometimes referred to herein as the "Referendum Amount"). This Referendum Amount constitutes a fixed-limit maximum expenditure for the Project.

§ 6.1.2 For purposes of this Agreement, the Project Cost is shall be the total cost to the Owner of the Project, including, but not necessarily limited to, the Cost of the Work, the compensation of the Architect and the Architect's Consultants, the compensation of the Construction Manager and Construction Manager's consultants, the cost of other project representation, costs of land, rights-of-way, financing costs, legal fees, and all other costs associated with the Project. The Architect acknowledges that the Owner is bound by law to maximum project expenditure not to exceed the approved Referendum Amount. In other words, the Project Cost may be less than the Referendum Amount, but may never exceed the Referendum Amount.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 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 Architect and 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.

§ 6.3.1 The Architect will provide, as a part of its Basic Service, cost estimating services prior to the award of Construction Contracts.. If a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the 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 written recommendations to adjust the Project's size, quality or budget (including, but not limited to, design alternatives, material choices, building systems, equipment, etc.) for the Owner's consideration and approval.

§ 6.5 If the 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

- give written approval of an increase in the budget for the Cost of the Work; .1
- .2 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
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications 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 modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, without additional compensation, 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 and rebid the Project at no additional cost to the Owner.

ARTICLE 7 **COPYRIGHTS AND LICENSES**

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service 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 In the event the Owner chooses to complete the Work without the services of the Architect, the Owner shall be solely responsible thereafter for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Owner authorizes any deviations, recorded or unrecorded, from the documents prepared by the Architect, the Owner shall not bring any claim against the Architect and shall indemnify and hold the Architect, its agents and employees harmless from and against claims, losses, damages, and expenses, including but not limited to defense costs and the time of the Architect, to the extent such claim, loss, damage, or expense arises out of or results in whole or in part from such deviations

§ 7.5 Under no circumstances shall delivery of electronic files for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either expressed or implied, of the merchantability and fitness for any particular purpose. In no event shall the Architect be liable for indirect or consequential damages as a result of the Owner's reuse of the electronic files.

§ 7.6 Except for the licenses granted in Section 7.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 7.2. 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. 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.

§ 7.7 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

(Paragraph deleted)

§ 8.1.1Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than as provided by law.

§ 8.1.2 Intentionally Omitted.

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§ 8.1.4 The Owner shall indemnify and hold the Architect and the Architect'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 Owner and its employees and its consultants in the performance of professional services under this Agreement.

§ 8.2 Mediation

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

(Paragraph deleted)

§ 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 governed by the American Arbitration Association's Construction Industry Mediation Procedures in effect on the date of this Agreement, but unless the parties mutually agree, the American Arbitration Association shall not administer or oversee the mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with a mutually agreeable person or entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of the litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section

(Paragraphs deleted)

8.2 the parties shall proceed to litigation in New York State Supreme Court for the County where the project is located.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 Intentionally Omitted.

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction as revised by the parties and contained in the Contract Documents.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement or any part thereof without the written consent of the other.

§ 10.4 Intentionally Omitted.

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

§ 10.6 The Architect is responsible to review the Owner's AHERA reports and to specify in the Design Documents the location of existing asbestos. 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 provided, however, that the Architect shall promptly advise the Owner in writing of the presence and location of any suspected hazardous materials or toxic substances of which the Architect becomes aware. Architect shall have no obligation under this provision to test materials or substances to determine whether they are hazardous materials or toxic.

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

§ 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.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 In the event that any term or provision, or part thereof, of this Agreement is held to be illegal, invalid or

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§ 10.10 This contract, nor any obligations hereunder, may be assigned to any other party without the express written permission of the other party.

§ 10.11 The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, partners, employees and consultants (collectively, Architect) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Architect.

§10.12 The Architect shall not be required to sign any document that would result in the Architect's having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain. The Owner also agrees not to make resolution of any dispute with the Architect or payment of any amount due to the Architect in any way contingent upon the Architect's signing any such certification.

§ 10.13 As used herein, the word "certify" shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

§10.14 If the Architect becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Owner, the Owner's consultants or any other cause beyond the control of the Architect, which will result in the schedule for performance of the Architect's services not being met, the Architect shall promptly notify the Owner. If the Owner becomes aware of any delays or other causes that will affect the Architect's schedule, the Owner shall promptly notify the Architect. In either event, the Architect's schedule for performance of its services shall be equitably adjusted.

§10.15 The Owner agrees that any and all limitations of the Architect's liability and indemnifications by the Owner to the Architect shall include and extend to those individuals and entities the Architect retains for performance of the services under this Agreement, including but not limited to the Architect's officers, partners and employees and their heirs and assigns, as well as the Architect's subconsultants and their officers, employees, heirs and assigns.

ARTICLE 11 COMPENSATION

§ 11.1 (Paragraphs deleted) Intentionally Omitted. § 11.2 (Paragraphs deleted) Intentionally Omitted. § 11.3 (Paragraphs deleted) Intentionally Omitted. § 11.4 Intentionally Omitted.

§ 11.5 Basic Services, Basic Compensation shall be computed as follows:

Compensation for Basic Services shall be a stipulated sum equal to TBD, based upon:

Pre-Referendum Services:	\$15,000.00
Post-Referendum Services:	7.75% of Construction Cost including Contingencies for Renovations.

Post-Referendum fee to be converted to a lump sum fee after approval of the voter referendum. The fee will be fixed at 7.75% of Renovations based on the current Construction Cost estimate. The Project Referendum amount is currently estimated at \$14.4M and the Construction Cost is currently estimated at approximately \$11.5M

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Phase breakdown as follows:				
Schematic Design Phase	Twenty	percent (20	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Thirty	percent (30	%)
SED Review Period	Two	percent (2	%)
Bidding Phase	Five		5	
Construction and Closeout Phase	Twenty-Three	percent (23	%)
(Row deleted)				
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Total Basic Compensation one hundred percent (100 %) The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid, or (2) if no such bid is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7

(Paragraphs deleted) Intentionally Omitted. (Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic 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;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, 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, models, mock-ups, professional photography, and presentation materials requested by the Owner;

(Paragraphs deleted)

§ 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

(Paragraphs deleted) Intentionally Omitted.

§ 11.10 Payments to the Architect

§ 11.10.1 Intentionally Omitted.

§ 11.10.2

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(Paragraphs deleted)

The dollar amount of each invoice will vary depending upon which phase the Project is in (as set forth in Paragraph 11.5) and whether the phase has been completed on or before its anticipated completion date (as set forth in Paragraph 1.2). For example, during the Construction Phase, the Architect may only invoice the Owner (in equal monthly installments) up to 23% of its total fee for the Project (assuming that the percentage set forth for that phase in paragraph 11.5 is 23%). In other words, if Paragraph 1.2 states that the Construction Phase will be completed in twenty-two (22) months, the Architect will be permitted to invoice the Owner twenty-two (22) times, in equal amounts, totaling 23% of its total Project fee. However, in the event that any phase of the Project (as outlined in

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

AIA Document B132TM-2009, Standard Form Agreement Between Owner and Architect, Construction .1 Manager as Adviser Edition

(Paragraph deleted)

AIA Document A232TM–2009, General Conditions of the Contract For Construction, as modified, .2

.3

(Paragraphs deleted)

Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Initial Information ("Exhibit A") Attached1

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

OWNER (Signature)

Dr. Matthew Frahm Superintendent of Schools, Naples CSD (Printed name and title)

ARCHITECT (Signature)

Mr. Victor J Tomaselli, AIA Senior Principal, SEI Design Group Architects, DPC (Printed name and title)

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