

BOARD MEETING: Regular
DATE: Wednesday, December 21, 2016
TIME: 6:30 p.m.
PLACE: Naples High School Cafeteria

I. Meeting Called to Order

II. Roll Call

III. Adopt the Agenda of the Regular Meeting of December 21, 2016 (Board Action)

IV. Executive Session (Board Action)

V. Pledge of Allegiance

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

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

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

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

VII. Points of Interest

VIII. Superintendent Recognitions & Updates

- Points of Pride
- Happy Holidays from NCS
- Department Chair Reports:
 - English Language: Jaime Weller
 - Mathematics: Lesah McMullen
 - Social Studies: Matthew Green
- Capital Improvement Update

IX. Administrative Reports

- Secondary Principal
- Director of Pupil Personnel
- Student Representative

X. Board Reports

- Budget Committee

XI. Minutes

- Regular Meeting of December 7, 2016

(Board Action)

XII. Tax Collection Report and Return Unpaid Taxes

(Board Action)

XIII. Capital Project

- SEI Design Group Contract

(Board Action)

XIV. Contractual Agreement

- CSEA Memorandum of Agreement

(Board Action)

XV. Business

- Policy Update

(Board Action)

XVI. Consent Agenda Items

- Committee on Special Education & 504 Actions
- Volunteers
- Substitutes
 - Teacher Assistant
 - Teachers

(Board Action)

XVII. Adjournment

(Board Action)

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, December 21, 2016 at _____ p.m. in the Naples High School Cafeteria.

Members Present: Robert Brautigam Robert Hotchkiss
 Joseph Callaghan Gail Musnicki
 Carter Chapman Maura Sullivan
 Brent Gerstner Margo Ulmer
 Jacob Hall Seth Price

Members Absent:

Also Present: Matthew Frahm, Mitchell Ball, Kristina Saucke, Karen Mead, E. Bridget Ashton and Aubrey Krenzer.

A quorum being present, the meeting was called to order at _____ p.m. by Board President Margo Ulmer.

Motion:

2nd:

Resolved, that the Board of Education approves the agenda of the Regular Meeting of December 21, 2016 as presented.

Voting Yes: Motion Carried

Voting No: Motion Denied

Motion:

2nd:

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

Voting Yes: Motion Carried

Voting No: Motion Denied

Time out of Executive Session: _____ p.m.

Motion:

2nd:

Resolved, that the Board of Education approves the minutes of the following meetings:

- Regular Meeting of December 7, 2016

Voting Yes: Motion Carried

Voting No: Motion Denied

Motion:

2nd:

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

WHEREAS, The Education Law provides that the tax collector be relieved of responsibility for the uncollected portion of the tax list when a complete list of the delinquent taxes has been certified to the Board of Education and since the collector has affixed her affidavit to such statement and has filed a statement accounting for the handling of the amended tax warrant; and

WHEREAS, The School Superintendent has examined and verified the accuracy of the signed report of the collector,

THEREFORE BE IT RESOLVED, That the Board accept the amended report of the Tax Collector, subject to final audit by the School Superintendent, and having determined that the collector has accounted for the full amount of the amended tax warrant and that the lists of the delinquent tax items, with the addition of the 3% penalty, be certified to the office of the county treasurers:

AND IT IS FURTHER DIRECTED, That the amended tax warrant, tax roll and collector's copies of the tax receipts shall be placed on file.

Voting Yes: Motion Carried

Voting No: Motion Denied

Motion:

2nd:

Resolved, that the Board of Education at its Regular meeting of December 21, 2016 does hereby enter into a contract (as attached) with SEI Design Group, 224 Mill Street, Rochester, New York 14614 for the proposed Capital Improvement Project 2017.

Voting Yes: Motion Carried

Voting No: Motion Denied

Motion:

2nd:

Resolved, that the Board of Education approves the negotiated Memorandum of Agreement between the Naples Civil Service Employees' Association and the Naples Central School District for the purpose of clarifying Article XIV: Section 14.1 - 1; and Article XXIX: Section 29.3.

Voting Yes: Motion Carried

Voting No: Motion Denied

Motion:

2nd:

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

- Resolved, that the Board of Education, with no second required as per Policy #1410, hereby approves the following Policy as presented:
 - Policy # 6220: Temporary Personnel

Voting Yes: Motion Carried

Voting No: Motion Denied

Motion:

2nd:

Resolved, that the Board of Education, upon the recommendation of Superintendent Matthew Frahm, approves the Consent Agenda Items as presented:

- a. Resolved, that the Board of Education approves committee recommendations from the following meetings:
 - Committee on Special Education actions of November 29, 2016; and December 6, 2016.
 - Section 504 Committee actions of December 6, 2016.

- b. Resolved, that the Board of Education hereby approves the following list of Volunteers:

<u>Name</u>	<u>Position</u>	<u>Address</u>
Annie Almekinder	Volunteer	8655 Cohocton Street, Naples, NY 14512
Thomas Bench	Volunteer	6272 Bristol Valley Road, Naples, NY 14512
Kathleen Fleig	Volunteer	5257 County Road 37, Hemlock, NY 14466
Angela Ingraham	Volunteer	250 Bassett Road, Naples, NY 14512
Judith Murphy	Volunteer	64 Canadice Lane, Manchester, NY 14504
Michael Whiting	Volunteer	6365 Italy Valley Road, Naples, NY 14512

- c. Resolved, that the Board of Education hereby approves the following list of Substitute Appointments:

<u>Name</u>	<u>Position</u>	<u>Address</u>
Ian Liebentritt	Teacher Assistant	5862 State Route 64, Canandaigua, NY 14424
Ian Liebentritt	Teacher	5862 State Route 64, Canandaigua, NY 14424
Julie Fisher	Teacher	8308 County Road 36, Naples, NY 14512
Adrian Black	Teacher	33 Thrall Street, Naples, NY 14512
Mark Poppleton	Teacher	21 Reed Street, Naples, NY 14512
Melissa Simmons	Teacher	16 Weld Street, Naples, NY 14512
Lauren Eisinger	Teacher	68 Second Street, Geneseo, NY 14454
Danielle Kahn	Teacher	7 University Drive, Room 308, Geneseo, NY 14454

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

There being no further business, the Regular Meeting of December 21, 2016 is hereby adjourned at _____.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Naples JRSR High School ~ Board of Education Update December 2016



Celebrations

- ✓ A shout out to Ms. VandeSande & Naples HS students for their commitment to the Operation Santa project. Students spent a day shopping at Target and returned with more than a "sleighful" of holiday items for Naples families! Operation Santa will support over 50 families this holiday season.
- ✓ Our Naples Band and Chorus performed on Wednesday, 12/14, in a celebration of the holiday and their learning.
- ✓ A shout out to Superintendent Frahm for inviting Senator Funke to Naples! On Wednesday, 12/7, Senator Funke toured the ES in the morning and then met with HS Honor students during Lunch B. During his address to Honor students, Senator Funke shared his perspective and experience "on a typical day in Albany." He also responded to the question, "What makes a good leader?" His answer: "VISION."
- ✓ Hobart and William Smith College met with six of our students Friday morning to present Finger Lakes Scholar Awards; each is worth \$30,000 a year for four years. This prestigious honor is awarded to the top 10% of our Senior Class. This year's recipients are: Emmett Felton, Max Maczynski, Noah Ball, Seth Price, Lexi McGory, and Chloe Louthan-Green.
- ✓ Naples is proud to have the following students earn All County seats:

- **Junior High Band:**

- Jessica Schwartz – Piccolo
- Katie Mark and Sissy Smith – Clarinet
- Liam Almekinder - Baritone Saxophone
- Grace Uhlen, Jesse Gordon, and Ethan Friend – Trumpet

- **Senior High Jazz Band:**

- Skye Chaapel – Flute
- Felicity Hutchinson – Trumpet

- **Senior High Symphony Orchestra:**

- Phoebe Neubauer – Piccolo
- Zoe Smith - Viola (Principal Chair)

- ✓ Congratulations to Zach Dormer and Autumn Kunes for being selected November athletes of the month!
- ✓ Congratulations to Shelly Biggs, who was recently approved to teach MAT 110 through the Gemini program at FLCC!
- ✓ A shout out to Annie Clearman, who is again published in the December publication of the Neapolitan Record. Check it out here.
- ✓ A shout out to Jared Rohr for being featured in the December issue of the Neapolitan Record for his Eagle Scout project, Indigenous Species Reintroduction.
- ✓ Congratulations to Kaitlynn Grevell, the winner of the cover contest for the 2016-2017 Yearbook.
- ✓ Wow! Naples students who took the PSAT outperformed the state and group performance levels in each of the grades tested (grades 9, 10, and 11):

	Mean Total Score	State Mean Score	Group Mean Score
Grade 9 (16 test takers)	989	835	873
Grade 10 (32 test takers)	1094	972	938
Grade 11 (28 test takers)	1113	1024	1020

- ✓ Congratulations to all of our High Honor Roll (89.50 – 100) and Honor Roll(84.50 – 89.49) students:

Grade	Student Population	# Students High Honor Roll	% Students High Honor Roll	# Students Honor Roll	% Students Honor Roll	% Students High Honor <u>and</u> Honor Roll
7	67	31	46%	19	28%	74%
8	59	29	49%	10	17%	66%
9	45	16	36%	6	13%	49%
10	57	24	42%	11	19%	61%
11	52	16	31%	7	14%	45%
12	58	20	35%	16	28%	63%

High Honor Roll

Grade 7

Alyssa Allen, Jackson Brahm, Wyatt Bruen, Emma D'Aurizio, Kaya DeTurk, Stella Frazer, Owen Gentner, Christopher Giovine, Jesse Gordon, Jenna Gurnee, Kasey Hall, Janet (Vika) Harris, Owen Hulbert, Ava Kennedy, Ryan Lester, Mackenzie Louthan-Green, Rhiannon Mansfield, Kaitlyn Mark, Jaidn Maslyn, Wes McMullen, Damian Moore,

Jacob Pogel, Anna Quarterman, Max Ryan, Cylee Smith, Molly Standish, Samuel Stevens, Grace Uhlen, Sarah Webster, Kaylee White, Wyatt Woodard

Grade 8

Liam Almekinder, Emma Brace, Chloe Davis, Bruce Elwell, Ethan Friend, Kimberly Gelder, Meaghan Gerstner, Benjamin Green, Chloe Halloran, Nicole Houghteling, Benjamin Huff, Jaden Inda, Rachel Kugler, Carolelyn LaPrairie, Andy Lin, Alicia Livermore, Angela Marks, Rawson Martin, Michael Newumann, Jessie Norton, Lillian Pridmore, Samuel Rocha, Jacob Schwartz, Ava Sheedy, Derik Thompson, David Voss III, Makenna Ward, Chloe Wright, Abigail York

Grade 9

Kara Cusson, Sara Fox, Ethan Gentner, Faith Giovine, Aren Jensen, Kharyl Judith, Katelyn Lincoln, Shaylyn McGory, Dylan McMullen, Erin Mull, Phoebe Neubauer, Tyler Northrop, Erin Norton, Jessica Schwartz, Kallyn Stekl, Gianna Vest

Grade 10

Addriena Bradley, Grace Cerneskie, Skye Chaapel, Nicholas Clearman, Luke Didion, Sarah Giovine, Nicholas Green, Felicity Hutchinson, Lindsey Kugler, Autumn Kunes, Jacob LaPrairie, Emily Logan, Elizabeth Maczynski, Gavin Metzger, Lukas Perry, Maddison Pickering, Adam Quarterman, Stefan Radak, Dylan Rohr, Naomi Sprague, Hannah Steff, Maeve Wright, Andrew Yates, Stuart Yates

Grade 11

Evan Bay, Hannah DelGatto, Ethan DeTurk, Bryce Hazlett, Whalen Jensen, MaCauley Kastner, Vincent Leta, Paytan Mann, Julia Mark, Hayden Myers, Abigail Northrop, Aysia Pompeo, Alicia Quarterman, Aubrey Reome, Sequoia Simons Folts, Maeya Yeatman

Grade 12

Noah Ball, Jacob Chapman, Adrianna Clearman, Zachary Dormer, Emmett Felton, Genevieve Ferguson, Autumn Fisher, Alexandra Gerstner, Samantha Gordon, Kaitlynn Grevell, Chloe Louthan-Green, Stefan (Max) Maczynski, Alexandria McGory, Tyler Notebaert, Samuel Pergolizzi, Seth Price, Chloe Shearing, Noah Smith, Carolanne Sweetman, Trevor Wolinski

Honor Roll

Grade 7

Oliver Abraham, Austin Chapman, Bailey Constantino, Jamielyn Dallas, Brianna Erb, Caitlyn Jones, Emily Lancette, Andrew Liddiard, Cameran Mann, Brendan Miller, Adiah Northrop, Anthony Pergolizzi, Grayce Pierce, Random Punnett, Acquoya Ridall, Delaney Sauer, Skhyler Smith, Colton Sprague, Jordon Wilkins

Grade 8

Sage Callaghan, Rylie Castle, Dylan Deignan, Virginia DiGiacinto, Justin Green, Lucy (Albina) Harris, Marina (Anastasia) Harris, Lexa Leach, Anna Mestler, Robert Schumacher

Grade 9

Dylan Bozeman, Maxwell Bruen, Evan Chapman, Heath DeNee, Olivia Fiero, Griffin Frazer

Grade 10

Tiffany Brugge, Rosemary Byington, Kristine Gelder, Benjamin Gordon, Owen Kennedy, Steven Lin, Madison Miller, Kyle Pierce, Cole Rathbun, Stefan Welch, Joseph Yates

Grade 11

Alexzander Baader, Timothy Brautigam, Emma Lincoln, Sophia Northrop, Claire Radak, Jarrett Wagner, Ashley Wight

Grade 12

Luke Ash, Rennen Berberena, John (Jack) Brautigam, Bryce Callaghan, Ryan Cheasman, Riley Collins, Brendan Dolan, Brianna Ferro, Ashton Kastner, Nadia Pompeo, Zachary Rocha, Michaela Sheedy, Emma Simmons, Zoe Smith, Catrina Veatch, Hunter Waldeis



Naples High School Updates

- ✓ **The High School is proud to welcome Laura Finnan to our staff as School Nurse.** Laura, her husband and their two sons recently moved back to the area from Colorado. Her sons, Fisher and Luke, are students at Naples Elementary. Laura brings with her rich experience as a healthcare professional and has exciting ideas about student and parent education specific to health and wellness. We are thrilled to have Laura at the High School!
- ✓ **Student Engagement Data: Student Involvement in Extracurricular Activities**

	# Students	# Students in Athletics	# Students in Band / Chorus	# Students in Extra-curricular Clubs	# Students in BOCES	% Students Involved in Extra-curricular Activities	# Students No Extracurricular Activity	% Students Not Involved in Extra-curricular Activities
7	67	40	44	-	N/A	80%	13	20%
8	59	35	31	-	N/A	74%	15	26%
9	45	34	23	-	N/A	76%	11	24%
10	57	34	22	27	N/A	80%	11	20%
11	52	27	21	20	12	79%	11	21%
12	58	28	25	30	13	86%	8	14%
	338	198 (59%)	166 (49%)	77 (23%)	25 (7%)	268 (79%)	70 (21%)	

- ❖ Grades 10, 11, 12 club data obtained through student reporting on Extracurricular Activities Sheet during Guidance meetings.
- ❖ Athletics data obtained through fall and winter athletics rosters and anticipated participation in spring sports.
- ❖ Band, chorus, and BOCES data obtained through grades 7 – 12 course rosters.
- ❖ Percentages of students involved in extracurricular activities in Grades 7 – 9 has not been factored in to this data. Students have not yet developed an Extracurricular Activity Sheet, so data was unavailable at this time.
- ❖ At Grades 11 and 12, participation in BOCES is factored in as an area of engagement.

- ✓ **Student Engagement Survey:** Superintendent Frahm developed a student survey in effort to gather student perspective about their levels of engagement. This survey was administered during Social Studies classes on Thursday, 12/8, and Friday, 12/9 at the High School.
- ✓ The National Honor Society hosted the Fall Blood Drive in the gymnasium on 11/15.
- ✓ ***“Beauty and the Beast”*** tryouts were conducted on 12/1 and 12/2. Our cast includes:
 - **Belle** -Emma Lincoln
 - **Gaston**- Max Bruen
 - **The Beast** -Sam Pergolizzi
 - **Maurice** -Jayden Mendez
 - **Monsieur d’arque/ Bookseller** - Rennan Berberena
 - **Lumiere**- Bruce Elwell
 - **Cogsworth** -Spencer Hunter
 - **Mrs. Potts** -Maeve Wright
 - **LeFou** -Griffin Frazer
 - **Chip**- Emma D’Aurizio
 - **Babette** - Kara Cusson
 - **Madame de la grande bouche** - Emma Simmons
 - **Silly Girl #1**- Lexi McGory
 - **Silly Girl #2** - Skye Chaapel
 - **Silly Girl #3** - Felicity Hutchinson
 - **Enchantress** - Rosemary Byington
 - **Narrator**- Joseph Yates
 - **Villagers and Speaking parts TBA**- Tiffany Brugge, Carol Sweatman, Rhiannon Mansfield, Stuart Yates, Andrew Yates, Jamielyn Dallas, Random Punnet, Solana Low, Genevieve Boughton, Jessica Schwartz, Shaylyn McGory, Stella Frazer, Macaulay Kastner, Madison Miller, Rylie Castle, Lexa Leach, Erin Norton, Chloe Halloran, Jessie Norton
- ✓ The ES and HS engaged in a **“Celebration of Giving”** from 12/12 – 12/23.

“Celebration of Giving” Schedule of Activities

- ❖ Monday, 12/12 - “Random Act of Kindness” Day
- ❖ Tuesday, 12/13- “From Our Family to Yours”
- ❖ Wednesday, 12/14 - “Festive Colors” Day
- ❖ Thursday, 12/15 - “Operation Santa” Day
- ❖ Friday, 12/16 - “Participation Prize” Drawing
- ❖ Monday, 12/19 - “White Elephant” Gift Exchange
- ❖ Tuesday, 12/20 - “Winter White” Day
- ❖ Wednesday, 12/21 - Appetizers for All
- ❖ Thursday, 12/22 - “Ugly Sweater” & “Participation Prize” Drawing



Professional Development

- ✓ NYSCATE: This year nine staff members (5 elementary, 4 high school) had the opportunity to go to NYSCATE, the statewide technology in education conference. Naples teachers presented two well-attended sessions. Jaime Weller and Anneke Radin-Snaith led a session titled "Tools of Engagement". Diana DiGrande, Alice Fitch and Anneke Radin-Snaith discussed "Blended Learning in the Primary Classroom" with approximately fifty NYSCATE attendees. Teachers also had the opportunity to attend a variety of sessions and hear some great keynote speakers. Several sessions and one of the keynotes focused on digital citizenship. In place of a second keynote, NYSCATE showed the thought-provoking film "Screenagers". As usual, staff returned from NYSCATE energized and full of ideas!
- ✓ Learning Walks: This fall Naples is collaborating with Marcus Whitman and Canandaigua to provide peer-to-peer professional development in the form of Learning Walks. Learning Walks are an opportunity to visit others' classrooms with the goal of getting great ideas to bring back to your own classroom. They are usually a full day that includes 5-6 visits and plenty of time to discuss and debrief, both with colleagues from Naples and the other two districts. This year we are focusing on the intermediate (3-5) and middle (6-8) levels. In November, Naples and Marcus Whitman teachers met in Canandaigua to visit classrooms there. This month, Naples is hosting teachers from the other two districts. The response has been overwhelmingly positive, as evidenced below:
 - *Impressed by great energy in the building*
 - *Positive culture among staff and students*
 - *Kids so polite and well-behaved in the hallways*
 - *Kids engaged in every classroom*
 - *Great to see how comfortable kids were with technology - allowing it to be integrated easily and fluidly*
 - *Kids working independently and taking initiative*
 - *Insanely engaging*
 - *Creative, above and beyond, engaging, unifying, and risky*
 - *Incorporation of technology to inspire discussion*
 - *I want to be a student in your class!*
- ✓ David Miller Visit: David Miller is the program advisor for online teaching and learning programs at Warner School of Education (U of R.) He met several Naples teachers at edcampFLX this fall and asked if he could visit Naples to see how we are integrating technology (specifically iPads.) Superintendent Frahm shares the following feedback from Dr. Miller:

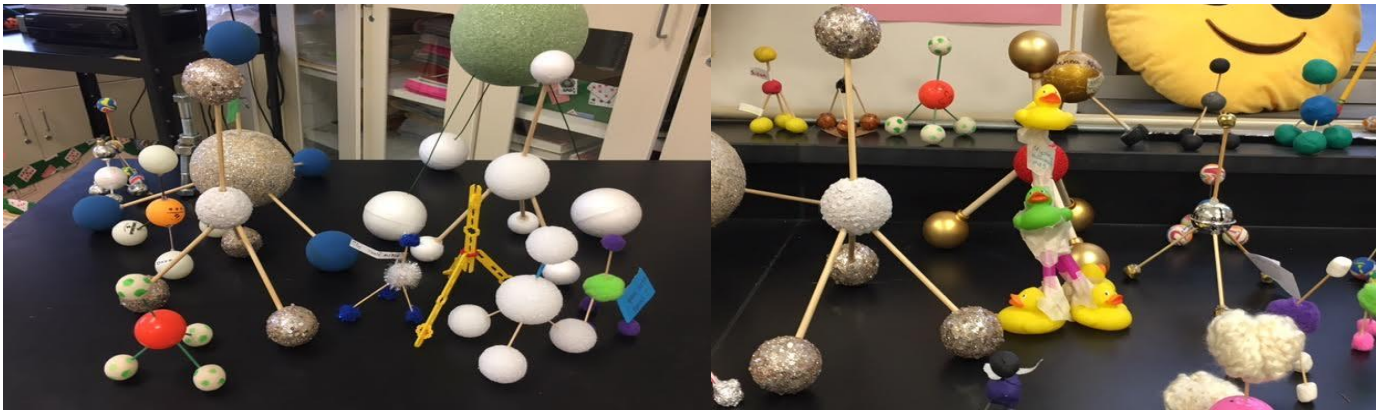
Today we had a professor from the University of Rochester visiting classrooms in the Elementary School as well as in the High School. He was here to learn more about how people can use technology to effectively engage students, and before he left I had a chance to speak with him about what he had observed. Toward the end of our conversation I asked what initially jumped out at him about NCS, and he paused and said: "when I came into the building, it felt like home." Dr. Miller explained that he had that sense after seeing how people interacted with one another, and he said that Naples was clearly a place where people cared about students as well as their colleagues.
- ✓ January 9 Faculty Meeting: Teachers will have the option of selecting from a menu of PD offerings specific to tools of engagement.

Engaging our Learners – Instructional Highlights

- ✓ On Thursday, 11/17, 7th Graders attended “A Midsummer Night's Dream” at GEVA.
- ✓ Miss Walpole’s 7th graders explored fashion AND Spanish vocabulary during a Fashion Show on 12/1.
- ✓ Jaime Weller’s 8th Grade English class engaged in a “Children at War” Classroom Panel as a culminating event to their literature study groups. During the seminar, students were charged with convincing an authentic audience (faculty and staff members) that their characters experienced the toughest conflict, relative to the protagonists in the other texts. Students generated claims specific to plot, theme, and other story elements, supporting them with text based evidence.



- ✓ Miss Taillon’s eleventh grade English class explored the relationship between emojis in social media and the use of TONE and MOOD (author’s craft) in the Declaration of Independence.
- ✓ The students in Mr. Clark’s AP Lit class engaged in a Socratic seminar “fishbowl activity” to engage in rich questioning and discussion about Oedipus. During this discussion, students responded to higher level comprehension questions by stating claims and supporting them with text based evidence. Students were solely responsible for initiating discussion and developing probing questions to more thoroughly access and comprehend the text.
- ✓ On 12/20, the entire 7th Grade will participate in a PBL Session during 4th Period in the Cafeteria. The goals for this session are to establish PBL groups (Based on their top 3 choices), form group identities, gain skills to think creatively and work in a group (think outside the box), and to begin brainstorming about their group's UN goal.
- ✓ Our HS Jazz band will be performing for the student body during Lunch A and Lunch B on 12/22.
- ✓ The SR High School Chorus and Band will be performing their Winter Concert for the HS student body during a 4th Period Assembly on 12/22. ES students and staff will also be invited for an assembly during 2nd Period on 12/22.
- ✓ Bill Murphy travelled to the FLCC Technology Campus in Victor on 12/9 with 18 Naples students. Students toured the new facility and met with professors and department chairs from three different majors. Students ended their tour with pizza lunch, compliments of FLCC.



- ✓ Ms. Kretschman's Earth Science has been working on a Mineral Unit. A culminating event included the creation of silica tetrahedron projects.
- ✓ On Thursday December 8th, 18 8th grade students selected to go on the Finger Lakes Technical Career Center's Skill Competition Field Trip. This gives students the opportunity-regardless of whether they intend to go to BOCES in 11th grade-to explore hands-on careers. Students participated in a variety of contests, competing with other area 8th-graders. Some examples of the contests are Advanced Manufacturing and Engineering, Culinary Arts, Health Careers, Diesel Mechanics, etc. Marcus Webster took 1st in Carpentry and Lexa Leach took 2nd in Animal Science!
- ✓ Suzanne Frazer is introducing YOGA to students during PE classes.
- ✓ The Rochester Folk Art Guild visited Naples HS and spent an entire day with ART students providing demonstrations and a workshop. Students engaged in modeling clay during classes following this great opportunity.



Dignity for all Students Act ~ Parent and Staff Highlights by Aubrey Krenzer

"A student who is concerned for personal safety cannot learn."

Virginia Smith
ASCD Inservice



ASCD

The intent of DASA is to ensure that public school students have the right to attend school in an environment that is free of discrimination, harassment, and bullying. DASA covers behaviors on school property, the school bus and at school sponsored events or functions. Additionally, it has been expanded to include cyberbullying, defined as harassment by any form of electronic communication, and any incidents occurring off school property that create, or would foreseeably create, a risk of substantial disruption within the school environment.

Protected Classes: The following eleven categories are referred to as protected classes: race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression), and sex.

The Dignity Act and Naples Code of Conduct

The Code of Conduct has been amended to reflect the prohibition of discrimination and harassment of students by students and staff – in age-appropriate plain language. The following excerpts have been taken from our school's 2016-2017 **Code of Conduct**:

"The District will act to promptly investigate all complaints, verbal or written, formal or informal, of allegations of discrimination, harassment and retaliation; and will promptly take appropriate action to protect individuals from such further conduct. All sexual harassment and gender discrimination complaints will be forwarded to one of the District's Dignity Act Coordinators, who will carry out the investigation and coordinate compliance with DASA regulations as applicable to the complaint" (13).

Faculty and Staff Responsibilities:

"Maintain a climate of mutual respect and dignity, regardless of actual or perceived race, color, weight, age, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex, which will strengthen students' self-concept and promote confidence to learn" (5).

Naples CSD staff will write up any suspected instances of bullying by generating a referral in SchoolTool. They will code the event as *Possible DASA* and administration will investigate and respond appropriately.

Each building principal has been appointed as a *Dignity Act Coordinator*:

- Kristina Saucke, Elementary Principal
- E. Bridget Ashton, Jr./Sr. School Principal

Student Responsibilities:

"Students will conduct themselves with respect toward self, fellow students and teachers in accordance with the District Code of Conduct and the provisions of DASA. Students will conduct themselves in a manner that fosters an environment that is free from bullying, cyber bullying, harassment, discrimination and/or retaliation. Students should also report and encourage others to report any incidents of bullying, cyber bullying, harassment, discrimination and/or retaliation" (6).

Students and families should report using the online form located directly on the Naples School District home page under the Quick Links section. Simply click on the "Bully Report" icon.



Next Steps: We will be deliberate in creating professional development opportunities geared towards raising awareness and sensitivity to potential bullying, harassment and discrimination incidents, as well as the role staff can play to prevent and respond to those incidents. Additionally, we will continue provide learning opportunities for our students on the topics of bullying, harassment and discrimination.



Upcoming Events

January

- ✓ 1/4: BoE Meeting and Dept. Reports 7:00pm
 - Liz Dormer
 - Monica Kastner
 - Anneshia VanBortel
 - Chris Arsenault
- ✓ 1/9: Faculty Meeting – Technological Enhancements to Instruction
- ✓ 1/12: Professional Learning Walks - Marcus Whitman Visit
- ✓ 1/12: District Visioning Presentation for Families and Community Members - Matt Frahm
- ✓ 1/18: BoE Meeting and Dept. Reports 7:00
 - Julie Austin
 - Colleen Betrus
- ✓ 1/23: Department Chair Meeting
- ✓ 1/24-27/17: NYS January Regents Exams, Visit site for exam schedule - <http://www.p12.nysed.gov/assessment/schedules/2017/regents-117.pdf>
- ✓ 1/25 – 1/27: Midterms for all students 7 – 12, Schedule will be mailed beginning of January.
- ✓ 1/27-28: JH/SH All County Music Festival hosted by Naples Central School
- ✓ 1/25-28: EduCon - Science Leadership Academy
- ✓ 1/25 - 1/27: Half Days for Students
- ✓ 1/30: Department Meetings



February

- ✓ 2/1-2/3: 7th Grade Project Based Learning Events (AM only)
- ✓ 2/3: Project Based Learning Expo
- ✓ 2/3: FLTCC Sophomore Field Trip
- ✓ 2/3: Bridget - Out of District
- ✓ 2/10: District Spelling Bee
- ✓ 2/17: Spelling Bee "Snow Date"

March - Music in our Schools Month

- ✓ 3/3: Senior Citizen Prom
- ✓ 3/3 - 3/5: HS Drama Production - *Beauty and the Beast*



- ✓ 3/28-30/17: NYS Grades 3-8 ELA Assessments, Paper Based
- ✓ 3/27- 4/3/17: NYS Grades 3-8 ELA Assessments, Computer Based

April

- ✓ 4/6: NHS Inductee Ceremony
- ✓ 4/7-8: NYSSMA Solo Festival

May

- ✓ 5/2-4/17: NYS Grades 3-8 Math Assessments, Paper Based
- ✓ 5/1-8/17: NYS Grades 3-8 Math Assessments, Computer Based
- ✓ 5/11 - 5/13: Senior Trip, NYC
- ✓ 5/13: Marching Band - Lilac Festival
- ✓ 5/20: Marching Band - Seneca Falls Pageant
- ✓ 5/24 - 6/2: NYS Grade 8 Science, Performance Test (one day exam within date range)
- ✓ 5/27-28: Marching Band Overnight @ 1000 Islands
- ✓ 5/27: Marching Band - Fulton Memorial Day Parade
- ✓ 5/28: Marching Band - Theresa Rotary Cup Competition
- ✓ 5/29: Marching Band - Naples Memorial Day Parade

June

- ✓ 6/1: JRSR High School Art Show and Concert
- ✓ 6/3: Marching Band - Pageant of Gorham
- ✓ 6/5: NYS Grade 8 Science, Written
- ✓ 6/10: Marching Band - Painted Post
- ✓ 6/13: Elementary Art Show and Concert
- ✓ 6/16-18: Adirondack Trip
- ✓ 6/20: Senior Parent Banquet
- ✓ 6/13-22/17: June REGENTS Examinations, Visit site for exam schedule - <http://www.p12.nysed.gov/assessment/schedules/2017/regents-617rev.pdf>
- ✓ 6/23: Graduation Rehearsal
- ✓ 6/24: GRADUATION



NAPLES CENTRAL SCHOOL
NAPLES, NEW YORK 14512



Board of Education Report

Karen J. Mead, Director of Pupil Personnel

December 21, 2016

Recently, the New York State Education Department has revised testing procedures for the Grades 3-8 English Language Arts Assessment. With the upcoming 2017 assessment, students with disabilities will now be permitted to have Individualized Education Plan (IEP) or Section 504 Accommodation Plan (504) test accommodations of “tests read” provided on the Grade 3-8 ELA Exam. Until this revision, students who have been found eligible for “tests read” due to a reading disability have been permitted the accommodation on all other Grade 3-8 assessments and Regents Exams but not Grade 3-8 ELA Tests. A Special Education Quality Assurance Regional Associate recently spoke at a WFL BOCES Special Education Chairpersons meeting and shared that the State Education Department is expecting this to be a “low incidence” accommodation. Principals must order test forms to be read in advance this month. Our upcoming elementary Committee on Special Education annual meetings will allow us to revise any language needed to put IEP in compliance with the new procedures. Seventh and eighth grades plans are being reviewed and will be revised by amendment if the current language does not meet the State requirements.

When the Regional Associate was asked why the State chose to allow this test accommodation at this time, the group learned that New York State has been one of only three states that have not permitted the similar assessments to be read to students with documented reading disabilities. This caused concerned for New York State data/results in Federal data and in relation to other states.

With this year’s passage of the Every Student Succeeds Act , the Pupil Personnel Office has been notified, trained and supporting a number of changes in various areas. One area experiencing dramatic change is the school required information gathering and services provided for all students eligible for

provisions under the McKinney-Vento Homeless Act. New requirements of the District's Homeless Liaison include:

- Connecting young children experiencing homelessness to additional early care and education programs such as Head Start or Early Intervention;
- Providing referrals to housing services and substance abuse services (in addition to health care, dental, mental health, and other appropriate services);
- Posting public notice of the educational rights of students who are homeless in a manner and form that is understandable;
- Training other school district staff on McKinney-Vento; and
- Ensuring that unaccompanied youth are enrolled in school and are informed of their independent status and receive verification of such status from the liaison for the Free Application for Federal Student Aid (FAFSA)

Mr. Chad Hunt accompanied Karen Mead, Naples Homeless Liaison, to an in-depth McKinney-Vento Training on November 17th, to gather materials and gain a better understanding of how to best serve eligible students with transportation and support services.

Naples Central School - School Tax End of Warrant Report

AMENDED FINAL REPORT 12/14/16

(Due to State Lands Paid without
Penalty after due date: Canadice,
Richmond, Italy)

2016-2017 Paid and Unpaid Report Totals - End of Warrant Period

Swiss	Town	PAID	UNPAID	TOTAL		UNPAIDS	+3% Penalty Taken from Report	Total to Collect from Town
244800	Springwater	44,156.22	6,873.78	51,030.00		6,873.78	206.22	7,080.00
322000	Bristol	195,037.06	10,335.74	205,372.80		10,335.74	310.06	10,645.80
322200	Canadice	32,941.08	0.00	32,941.08		0.00	0.00	0.00
322400	Canandaigua	77,382.30	1,486.57	78,868.87		1,486.57	44.59	1,531.16
323801	Naples Village	622,133.26	66,297.74	688,431.00		66,297.74	1,988.91	68,286.65
323889	Naples Town	1,575,749.80	97,461.30	1,673,211.10		97,461.30	2,923.79	100,385.09
324200	Richmond	37,921.54	1,537.17	39,458.71		1,537.17	46.11	1,583.28
324600	South Bristol	5,889,921.11	232,594.27	6,122,515.38		232,594.27	6,977.85	239,572.12
463689	Cohocton	60,504.19	1,666.74	62,170.93		1,666.74	50.00	1,716.74
466000	Prattsburgh	241,013.96	28,045.10	269,059.06		28,045.10	841.36	28,886.46
572400	Italy	668,726.17	65,847.60	734,573.77		65,847.60	1,975.43	67,823.03
572800	Middlesex	202.16	0.00	202.16		0.00	0.00	0.00

TOTAL 9,445,688.85 512,146.01 **9,957,834.86**
check v

Beginning ATC Tax Program = 9,961,575.47 VS 9,961,575.69 = Amount to be raised less Star Reimbursement
0.22 Due to rounding. ATC program short \$.22.

Warrant Adj. -125.88 Decision of the Hearing Officer
Warrant Adj. -688.64 Application for Corrected Tax Roll - Clerical Error
Warrant Adj. -459.00 Application for Corrected Tax Roll - Basic to Enhanced Star
Warrant Adj. -2,467.09 Decision of the Hearing Officer
9,957,834.86
check v

Submitted by: Michelle Buckley 12/14/16
School Tax Collector Date



Document B132™ – 2009

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

AGREEMENT made as of the Twenty-Third day of December in the year Two Thousand Sixteen (12-23-2016)

(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 2017

The Construction Manager:

(Name, legal status, address and other information)

TBD

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.

Init.

TABLE OF ARTICLES

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

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 Bus Garage. The following is our understanding of the project scope, including but not limited to:

- 1) **Naples Elementary School:** Replacement/Reconfiguration of the Bus Loop and associated parking areas. Replacement/Reconfiguration of the main entry/main office to create a secure entry/main office.
- 2) **Naples Bus Garage:** Provide a new Bus Garage on District property and remove the existing Bus Garage.

§ 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.)

§ 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
- 2. Referendum TBD

§ 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:

.1 Design phase milestone dates:

- DRAFT TBD -

Completion of Design Documents:	November 2017
Submission to SED:	End November, 2017
SED Review and Approval:	May 2018 (6 Months)
Bidding:	July 2018

.2 Commencement of construction: July 2018

.3 Substantial Completion Date: December 2019

(Paragraphs deleted)

.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

☒ 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.)

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.)

Mr. 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

(Paragraphs deleted)

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

§ 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:

.1 Structural Engineer:

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:

Plan Architectural Studio
250 South Avenue, #100
Rochester, NY 14604

.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

(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.

Init.

§ 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 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 to perform its obligations under this Paragraph.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services 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

§ 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 Construction 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.

§ 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

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-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.

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§ 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)

§ 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

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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. The parties do not intend that the form or content of such Certificate shall in any way limit the obligations of 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. 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

§ 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 Contractor has submitted satisfactory evidence by way of affidavits that all liens have been paid and that all claims of subcontractors, 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.

§ 3.6.6.5 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.

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

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§ 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

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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.

§ 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 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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .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.

§ 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)

§ 8.1.1 Causes 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.

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

§ 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.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the 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.

§ 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 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document 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.

§ 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 unenforceable under law, regulations or ordinances of any federal, state or local governments to which this Agreement is subject, such term or provision, or part thereof, shall be deemed severed from this Agreement and the remaining term(s) and provisions(s) shall remain unaffected thereby.

§ 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 ~~\$xxx (xxx)~~, based upon:

Pre-Referendum Services: \$15,000.00

Post-Referendum Services: 6.95% of Construction Cost including Contingencies for New Construction.
8.00% 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 on the Construction Cost at 6.95% of New Construction and 8.00% of Renovations based on the current Construction Cost estimate.

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 Phase	Twenty-Three	percent (23	%)

(Row deleted)

Total Basic Compensation	one hundred	percent (100	%)
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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

(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 Paragraph 11.5) is extended beyond its corresponding anticipated completion date (as set forth in Paragraph 1.2), the Architect shall not be permitted to invoice the Owner further until that phase is completed.

§ 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:

- .1 AIA Document B132™–2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

(Paragraph deleted)

- .2 AIA Document A232™–2009, General Conditions of the Contract For Construction, as modified,

.3

(Paragraphs deleted)

Other documents:

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

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

OWNER (Signature)

Mr. 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)

MEMORANDUM OF AGREEMENT

THIS IS AN AGREEMENT entered into by and between NAPLES CIVIL SERVICE EMPLOYEES' ASSOCIATION (hereinafter sometimes referred to as "Association"), MATTHEW FRAHM, Superintendent of Schools (hereinafter sometimes referred to as the "Superintendent") and the NAPLES CENTRAL SCHOOL DISTRICT (hereinafter sometimes referred to as the "School District"), collectively referred to as the "parties".

WHEREAS, the parties have discussed met to discuss Article XIV: Section 14.2 and Article XXIX: Section 29.3 of the July 1, 2016 – June 30, 2019 collective bargaining agreement; and

WHEREAS, the parties have had discussions concerning these articles and have reached an agreement to modify these articles, were fully represented in such deliberations, and had all the terms and conditions herein contained thoroughly explained and fully understand the meaning thereof; and

WHEREAS, each party hereto has freely consented to enter into and to be bound by this Agreement, with such consent not having been induced by fraud, duress, or any other undue influence; and

NOW, THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the parties stipulate and agree that the collective bargaining agreement shall be modified as follows:

1. The parties agree that Article XIV: Section 14.2 - 1 shall be modified as follows:

1. Personal leave is for the transaction of personal business, which cannot be conducted outside of the normal workday. Such leave is not available for recreational purposes including vacations. If a request is made for the use of a personal day *either immediately prior to or after a vacation period*, then at least two (2) full school days in advance of the day requested, except in cases of extreme emergency, the employee **must** submit a leave request in the Employee Self-Service Module of WinCapWeb and a reason **must** be stated in the Employee Comments section for the employee's leave request for Personal Business Leave. Acceptable reasons for the use of such leave are funerals, legal matters, college activities, any family wedding as well as educational conferences and retirement conferences/meetings.

2. The parties agree that Article XXIX: Section 29.3 shall be modified as follows:

A safety shoe reimbursement of up to a cumulative total of \$165.00 per year will be paid upon receipt of purchase starting in the first year of this agreement for the Building Maintenance Mechanics, Building Maintenance Assistants, Auto Mechanics and Head Bus Driver and such employees will be required to wear safety shoes while working for the District. The above titles as well as Cleaners and Custodians shall be entitled to receive a uniform allowance of up to \$100.00 per school year for the purchase of jeans conditioned upon both receipt of a suitable sales slip or voucher and that the uniform be satisfactory to the District. Receipts may be submitted throughout the school year, but no later than June 1st. Reimbursement will be made in the paycheck following the submission of the receipts, or as soon thereafter as possible. Qualifying purchases must be made between July 1st and June 1st.#

3. The parties further agree that the collective bargaining agreement will be revised to reflect this agreement in the next round of collective negotiations.
4. This constitutes the full and complete agreement between the parties.
5. No provision or provisions of this Agreement may be added to, deleted or modified in any manner unless in writing signed by all the parties hereto.

FOR THE DISTRICT:

FOR THE ASSOCIATION

Matthew T. Frahm
Superintendent of Schools
Naples Central School District

Shawn T. Mason
President
Naples Central School District

Dated: _____

Dated: _____

Personnel

SUBJECT: TEMPORARY PERSONNEL

The District's needs sometimes require temporary appointments. The terms of these appointments shall be defined by the Board on a case-by-case basis.

Student Teachers

The District shall cooperate with teacher training institutions in the placement of student teachers to provide beginning teachers with the best possible student teaching experience.

Schools are required to allow student teachers to videotape themselves providing instruction in a classroom to meet part of their instruction assessment requirements for teaching certification. The video must remain confidential, is a confidential record of the New York State Education Department (SED), and is not subject to viewing or disclosure to an individual or entity other than the student teacher applicant and relevant SED personnel.

Student teachers shall be protected from liability for negligence or other acts resulting in accidental injury to any person by the District, as provided by law.

Student Teachers shall not be allowed to substitute teach until they have completed all requirements for student teaching.

Substitute Teachers

A fully qualified substitute teacher will be employed, whenever possible, by the Superintendent in the absence of a regular teacher. It is recognized that fully certified persons will not always be available for employment as substitute teachers.

A teacher substitute is required to have at least two (2) years of higher education. Exceptions must be approved by the school superintendent.

Eligibility for Service

Per Commissioner's Regulations Section 80-5.4, there are three (3) categories of substitutes:

- a) Substitutes with valid teaching certificates or certificates of qualification may serve in any capacity, for any number of days. If employed on more than an "itinerant" basis, these substitutes will be employed in their certification area.

(Continued)

Personnel

SUBJECT: TEMPORARY PERSONNEL (Cont'd)

- b) Substitutes without a valid certificate, but who are completing collegiate study towards certification at the rate of not less than six (6) semester hours per year may serve in any capacity, for any number of days, in any number of school districts. If employed on more than an "itinerant" basis, these substitutes will be employed in their anticipated certification area.
- c) Substitutes without a valid certificate and who are not working towards certification may serve for no more than forty (40) days per school year. In extreme circumstances – where there is a urgent need for a substitute teacher – however, the District may employ this substitute teacher beyond the 40-day limit, for up to an additional fifty (50) days (90 days total in a school year), if the Superintendent certifies that the District conducted a good-faith recruitment search and there are no certified teachers available who can perform the duties of the position.

The District may hire this substitute teacher beyond the 90 days only if the Superintendent attests that the District conducted a good-faith recruitment search, but there are still no certified teachers available who can perform the duties of the position and that the District needs a particular substitute teacher to work with a specific class or group of students until the end of the school year.

The Board will annually establish the ordinary rate for per diem substitute teachers.

Reporting

The Superintendent will submit an annual report to the Commissioner concerning the employment of all uncertified teachers. The report will include:

- a) The number of substitute teachers authorized to be employed beyond the 40-day limit.
- b) The number of substitute teachers authorized to be employed beyond the 90-day limit.
- c) The required good-faith recruitment certifications for all teachers employed beyond the 40-day and 90-day limits.

The placement of a person on the approved substitute list requires Board of Education approval.

Substitute Tutor: \$30.00/hour

(Continued)

Personnel

SUBJECT: TEMPORARY PERSONNEL (Cont'd)Per Diem Substitute Teacher Pay

The Naples Central School District shall pay substitute teachers at the rates listed below. All salaries are for continuous service in one assignment. There is no retroactivity. When substituting for a particular teacher, salary will be adjusted when the appropriate number of days of service has been met. At that point, the new rate will go into effect. Any modifications of the policy will be at the discretion of the Board of Education.

Days of Service

1 to 20 days

Salary

\$95/day: Certified

\$95/day: Uncertified

21 days up to one semester

1/200th of step 1 BS/day (Commencing day 21)

Long-term substitute teachers will be those people who take over a regular teacher's assignment for one (1) semester or longer. They will be placed on contract for the duration of their assignment at the following rate of pay as per their degree: Step 1 Teachers Salary Distribution Schedule –Bachelors; or Step 1 of the Teachers Salary Distribution Schedule -Masters. Benefits will include Health Insurance; Dental Insurance; and Sick/Personal leave as specified in the Naples Teachers' Association contract. Costs for Fingerprinting: Fingerprinting costs will be the responsibility of the substitute; costs will be reimbursed to the substitute upon completion of 10 days of substitute employment. (Financial Assistance is available to qualified individuals)

Substitute Nurse

Certified RN or LPN: \$110.00/day

Substitute Non-Instructional

Substitute Non-Instructional Employees shall be paid at the following rates:

Food Service Helper, Bus Monitor, School Monitors Teacher Aides & Cleaners:

The Current New York State Minimum Wage, Effective 12/31/2014

Night Cleaner: Second and Third shift differential pay shall run concurrent with the current CSEA Contract and/or Memorandums of Agreement pertaining to night cleaner differential pay, effective for the 2013-14 school year and thereafter.

Lifeguards: \$12.00/hour

Teacher Assistant: The Current NYS Minimum Wage, effective 12/31/2016

Typist: The Current NYS Minimum Wage, effective 12/31/2016

(Continued)

Personnel

SUBJECT: TEMPORARY PERSONNEL (Cont'd)

Building Maintenance Mechanic: \$11.50/hour

Building Maintenance Assistant: \$10.00

Automotive Mechanic/Bus Driver: \$11.50/hour

Bus Driver: \$18.00/hour

Special or Outside Hourly Rate: As per Article XXIII, Section 23.2 of the current CSEA contract – Extra Duties, Item 2

Layover Rate: As per Article XXIII, Section 23.2 of the current CSEA contract – Extra Duties, Item 5

Bus Driver Refresher Course - \$10.00/hour up to a maximum of \$20.00 per session

Special provisions relative to Substitute Bus Drivers:

The Naples Central School District shall pay substitute bus drivers *at the current minimum wage* for the following:

Training in the operation of a school bus up to a maximum of forty (40) hours.

Time for actual seat hours in the required three (3) hour pre-service course and thirty (30) hour course will be paid at the current minimum wage/hour.

A driver is required to complete the following before request for payment can be made, including reimbursement for fingerprinting or *permit and licensing fees:

The thirty (30) hour course – to be completed within one year

A minimum of six months of service and 30 bus runs

*The Naples Central School District will reimburse substitute drivers for permit and licensing fees upon presentation for a voucher for payment and related receipts. The licensing fees will be reimbursed as the difference between a regular driver's license and a Class D, Class CDL, and Class B license.

The Naples Central School District shall pay substitute school bus monitors *at the current minimum wage* for the following:

NYS Attendant/Monitor Pre-Service Instruction up to a maximum of two (2) hours.

Required training for School Bus Monitor up to a maximum of ten (10) hours; Required by state law that this class must be taken within one (1) year of employment as a school bus monitor.

(Continued)

Personnel

SUBJECT: TEMPORARY PERSONNEL (Cont'd)

The Naples Central School District shall pay substitute school bus monitors at the following rate for the Two (2) Hour Refresher Course; Required by state law two (2) times per year. \$10.00/hour up to a maximum of \$20.00 per session

Costs for Fingerprinting: Fingerprinting costs will be the responsibility of the substitute; costs will be reimbursed to the substitute upon completion of 10 days of substitute employment.
(Financial Assistance is available to qualified individuals)

Education Law Section 3023

8 New York Code of Rules and Regulations (NYCRR) Sections 80-1.5 and 80-5.4

NOTE: Refer also to Policy #7240 – Student Records: Access and Challenge

Adopted: 6/27/07

Revised: 11/18/09 - Effective 07/01/2010

Revised: 03/17/10 - Effective 07/01/2010

Revised: 01/05/11

Revised: 04/27/11

Revised: 07/13/11

Revised: 12/07/11

Revised: 03/21/12

Revised: 07/11/12

Revised: 02/13/13

Revised: 10/16/13

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Revised: 03/19/14

Revised: 12/17/14

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Revised: 10/07/15

Revised: 12/02/15

Revised: 03/16/16

Revised: 10/17/16

Revised: 12/07/16

Revised: 12/21/16