EXECUTIVE SESSION

A. Proposed Executive Session, subject to Board approval

CALL TO ORDER

PUBLIC COMMENT #1

Persons wishing to speak under the “Public Comment” section of the meeting should either contact the District Clerk (456-6200 X 3125) before the meeting OR fill out one of the Public Comment Forms, available on tables at both entrances to the meeting room, and return to the District Clerk.

CONSENT ITEMS

A. Minutes of

   A. Board of Education - Organizational and Regular Meeting - Jul 2, 2019 7:00 PM
   B. Board of Education - Regular Meeting - Jul 29, 2019 7:00 PM

B. CPSE & CSE Recommendations

C. Personnel Action

   A. Personnel Agenda

D. Financials

   1. Treasurer's Report for the Period Ending June 30, 2019
   2. Revenue Report for the Period Ending June 30, 2019
   3. Expense Report for the Period Ending June 30, 2019
   4. School Lunch Fund Report for the Period Ending June 30, 2019
   5. Fund Balance Estimate Report for the Period Ending June 30, 2019
   6. Extracurricular Activity Funds Annual Report for the Period Ending June 30, 2019

INFORMATION ITEMS

I. Curriculum & Instruction Information

   A. Culturally Responsive-Sustaining Education Framework
B. Summer Curriculum Projects

II. Superintendent Information
   A. Summer School Programs
   B. 2019-2020 Proposed Board of Education Meeting Program Reports
   C. Opening of School Activities

III. Board President Information
   A. Board of Education Member Vacancy

ACTION ITEMS

I. School Business Management Action
   A. Summer School Classroom Rental Agreement with BOCES
   B. Classroom Rental Agreement with Living Resources
   C. Final 2018-19 BOCES Service Contracts
   D. Ice Hockey Cooperative Agreement
   E. Service Agreements
   F. Contracted Transportation Services Bids
   G. Hudson Valley Community College Agreement
   H. Internship Agreement
   I. 2018-19 School Breakfast and Lunch Prices
   J. Emergency Pesticide Application for Poison Ivy
   K. General Fund Transfers
   L. Resolution to Confirm Tax Rolls and Authorize Tax Levy
   M. Motion Concerning Tax Warrant
   N. Appropriation to Reserve Funds

II. Superintendent Action
   A. Resolution for Approval to Accept Grant
   B. Career and Technical Education (CTE) Approval Process

BOARD COMMITTEE REPORTS
PUBLIC COMMENT #2

Persons wishing to speak under the “Public Comment” section of the meeting should either contact the District Clerk (456-6200 X 3125) before the meeting OR fill out one of the Public Comment Forms, available on tables at both entrances to the meeting room, and return to the District Clerk.

BOARD ISSUES, IDEAS, AND SHARING
A. Proposed Executive Session, subject to Board approval

Motion to enter into Executive Session to discuss the following matters:

1. To discuss potential litigation

2. To discuss issues relating to proposed litigation strategy
GUILDERLAND CENTRAL SCHOOL DISTRICT

MINUTES FOR ORGANIZATIONAL AND REGULAR MEETING OF THE BOARD OF EDUCATION

July 2, 2019
High School - LGI Room
7:00 PM

CALL TO ORDER

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benjamin Goes</td>
<td>Board Member</td>
<td>Present</td>
<td></td>
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<tr>
<td>Sean Maguire</td>
<td>Board Member</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Kelly Person</td>
<td>Board Member</td>
<td>Present</td>
<td></td>
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<tr>
<td>Barbara Fraterrigo</td>
<td>Board Member</td>
<td>Present</td>
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<tr>
<td>Christine Hayes</td>
<td>Board Member</td>
<td>Present</td>
<td></td>
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<tr>
<td>Seema Rivera</td>
<td>Board Member</td>
<td>Present</td>
<td></td>
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<tr>
<td>Timothy Horan</td>
<td>Board Member</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Judy Slack</td>
<td>Board Member</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Gloria Towle-Hilt</td>
<td>Board Member</td>
<td>Remote</td>
<td>7:45 PM</td>
</tr>
<tr>
<td>Linda Livingston</td>
<td>Board Clerk</td>
<td>Present</td>
<td></td>
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</tbody>
</table>

ORGANIZATIONAL MEETING

I. 3440 : Oath of Office for the Newly Elected Board Members

The newly elected Board of Education members, Barbara Fraterrigo and Kelly Person each read the Board Member Oath of Office aloud and signed the document.

RESULT: DISCUSSED

II. Election of the President

The motion to nominate Seema Rivera for President of the Board of Education was approved.

The oath of office for President of the Board of Education was read aloud and signed by Seema Rivera.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Christine Hayes, Board Member
SECONDER: Barbara Fraterrigo, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack
ABSENT: Towle-Hilt

III. Election of the Vice President

A motion was made by Barbara Fraterrigo, seconded by Sean Maguire, to nominate Timothy Horan for Vice President of the Board of Education.

A motion was made by Kelly Person, seconded by Benjamin Goes, to nominate Judy Slack for Vice President of the Board of Education.

With two candidates nominated, each candidate made a statement then a ballot vote was taken. The results
were as follows:

Barbara Fraterrigo - Seema Rivera  
Benjamine Goes - Judy Slack  
Christine Hayes - Timothy Horan  
Timothy Horan - Timothy Horan  
Sean Maguire - Timothy Horan  
Kelly Person - Timothy Horan  
Seema Rivera - Timothy Horan  
Judy Slack - Judy Slack  
Gloria Towle-Hilt - Absent

With five (5) votes in favor of Timothy Horan, two (2) votes in favor of Judy Slack, Timothy Horan was elected Vice President for the 2019-20 school year.

The oath of office for Vice President of the Board of Education was read aloud and signed by Timothy Horan.

IV. Appointment of Officers

*1. Appointment of the District Clerk  
   Linda Livingston is appointed to serve as District Clerk of the Board of Education until a successor is appointed and sworn.

*2. Appointment of District Treasurer  
   John Rizzo is appointed as School District Treasurer until a successor is appointed and sworn.

*3. Appointment of Deputy Treasurer  
   Linda Livingston is appointed as School District Deputy Treasurer until a successor is appointed and sworn.

*4. Appointment of the Tax Collector  
   John Rizzo is appointed as Tax Collector for the towns of Bethlehem, Knox and New Scotland and authorized to approved corrected tax rolls until a successor is appointed and sworn.

*5. Appointment of Claims Auditor  
   Donna Jurczynski is appointed to audit claims of General Funds, School Lunch, School Store Funds and all other funds until a successor is appointed and sworn.

6. Appointment of Attendance Officer(s)  
   The principal of each school is designated as Attendance Officer.

7. Oaths of Office for:  
   Oaths have been completed and filed with the District Clerk.
   Superintendent  
   District Clerk  
   Treasurer  
   Deputy Treasurer  
   Tax Collector  
   Claims Auditor
RESULT: ADOPTED [UNANIMOUS]
MOVER: Sean Maguire, Board Member
SECONDER: Christine Hayes, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack
ABSENT: Towle-Hilt

V. Other Appointments

1. Appointment of Legal Counsel
Honeywell Law Firm appointed as general legal counsel for an annual retainer fee of $35,000.

2. Appointment of Medical Director
Dr. Warren Silverman appointed as Medical Director for an annual rate of $10,200.

3. Appointment of School Physicians
Schoolhouse Road Pediatric Associates, P.C and Capital Care Family Practice appointed for the state-mandated medical examination of those pupils at the point of entrance to the school as well as at grades 1, 3, 7 and 10 and upon request, athletic health appraisals. Ellis Works and Access Compliance Inc. will provide the required employee physicals.

4. Appointment of Auditor for Annual Audit of Books for the School District
West & Company has been so designated. The 2019-20 budget includes $20,750 for this service.

5. Appointment of Internal Auditor to conduct annual risk assessment and report on internal controls
Questar III BOCES appointed as the district’s Internal Auditor at the annual cost of $12,689.

6. Appointment to conduct Bank Reconciliations
Joy Pierle appointed part-time to conduct bank reconciliations.

7. Appointment of district wide Dignity for All Students (DASA) Coordinator
Assistant Superintendent for Curriculum and Instruction appointed as district wide Dignity for All Students (DASA) Coordinator

8. Appointment of building level Dignity for All Students Act (DASA) Coordinators
Elementary school principals, middle and high school principals, middle school house principals, and high school assistant principals are appointed as building level Dignity for All Students Act (DASA) Coordinators

9. Appointment of Local Education Agency Designee for Asbestos Management
Assistant Superintendent for Business designated as the person responsible for our asbestos management program

10. Appointment of Medicaid Compliance Officer
John Rizzo appointed as the Medicaid Compliance Officer until a successor is appointed and sworn.

11. Appointment of American Disabilities Act Coordinator
Appointed the Assistant Superintendent for Human Resources.
<table>
<thead>
<tr>
<th></th>
<th><strong>Appointment</strong></th>
<th><strong>Responsibility</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>12.</td>
<td>Appointment of Automated External Defibrillator (AED) Program Coordinator</td>
<td>Appointed the Director of Health, Physical Education and Interscholastic Athletics.</td>
</tr>
<tr>
<td>13.</td>
<td>Appointment of Health Insurance Portability and Accountability Act (HIPAA) Coordinator</td>
<td>Appointed the Assistant Superintendent for Human Resources.</td>
</tr>
<tr>
<td>14.</td>
<td>Appointment of Trustee to Capital Area School Health Insurance Consortium</td>
<td>Appointed the Assistant Superintendent for Business or in his/her absence, the School Business Administrator.</td>
</tr>
<tr>
<td>15.</td>
<td>Appointment of Trustee to Statewide Excess Insurance Purchasing Cooperative</td>
<td>Appointed the School Business Administrator or in his/her absence, the Assistant Superintendent for Business.</td>
</tr>
<tr>
<td>16.</td>
<td>Appointment of Central Treasurer, Extraclassroom Activity Account</td>
<td>Authorized the principal or his or her designee, to control and disburse the extraclassroom fund in school buildings.</td>
</tr>
<tr>
<td>17.</td>
<td>Appointment of Extraclassroom Activity Funds Faculty Auditor</td>
<td>Appointed the School Business Administrator or his/her designee to audit the extraclassroom activity funds.</td>
</tr>
<tr>
<td>18.</td>
<td>Appointment of Attendance Officer</td>
<td>In compliance with Section 3213 of the Education Law, each Principal is designated Attendance Officer in his/her school.</td>
</tr>
<tr>
<td>19.</td>
<td>Appointment of Purchasing Agent</td>
<td>Assistant Superintendent for Business appointed to this position. Board policy requires the annual appointment of a purchasing agent who is authorized to procure supplies, equipment and services as budgeted. His/her authority is up to $20,000 for purchases and $35,000 for public work contracts. This is in accordance with the New York State General Municipal Law and Board Policy.</td>
</tr>
<tr>
<td>20.</td>
<td>Appointment of Deputy Purchasing Agent</td>
<td><strong>Norma Henness</strong> appointed as Deputy Purchasing Agent with the same authorization and authority as the Purchasing Agent.</td>
</tr>
<tr>
<td>21.</td>
<td>Appointment of Records Access Officer</td>
<td>Appointed the Assistant Superintendent for Human Resources.</td>
</tr>
<tr>
<td>22.</td>
<td>Appointment of Records Management Officer</td>
<td><strong>Jennifer Krasney</strong> appointed to this position.</td>
</tr>
<tr>
<td>23.</td>
<td>Appointment of Officer to Administer Civil Service Law for the Guilderland Central School District</td>
<td>Appointed the Assistant Superintendent for Human Resources.</td>
</tr>
<tr>
<td>24.</td>
<td>Designation of Section 504 Compliance Officer</td>
<td>Appointed the Director of Pupil Personnel Services.</td>
</tr>
<tr>
<td>25.</td>
<td>Designation of Title IX, ADA and Harassment and Discrimination Compliance Officer(s)</td>
<td>Appointed the Assistant Superintendent for Human Resources and the Assistant Superintendent for Business.</td>
</tr>
<tr>
<td>26.</td>
<td>Designation of Ethics Officer</td>
<td>Appointed the Superintendent.</td>
</tr>
</tbody>
</table>
27. Appointments to Board of Registration
   Castilia Commissio  Allan Lockwood  Deb Sim
   Sandra Huber  Dana Mazzone  Sue Urbanski
   Linda Livingston  Neil Sanders  Tammy McGill

28. Designation to Approve the Appointment of Impartial Hearing Officer(s)
   Designated the Board of Education President, Vice President or CSE/CPSE Board of Education Liaison as the Board designees authorized to approve IHO appointments in special education impartial hearings immediately upon selection and acceptance of the Board’s compensation policy pursuant to the Regulations of the Commissioner of the New York State Education Department section 200.5(j)(3)(ii).

29. Appointments to the Committee on Special Education
   The following members are appointed to the Committee on Special Education:

   **District Committee:**
   - Chairperson: Director for Pupil Personnel Services
   - Medical Director
   - Instructional Administrator for Elementary Special Education
   - Instructional Administrator for Secondary Special Education
   - Parent Member if requested by parent
   - District/School Psychologist
   - Child’s Regular Education Teacher
   - Child’s Special Education Teacher or Service Provider
   - Child’s Parent(s)/Guardian(s)

   **Elementary Committee:**
   - Chairperson: Elementary Special Education Administrator
   - Medical Director
   - Director for Pupil Personnel Services
   - Parent Member if requested by parent
   - District/School Psychologist
   - Child’s Regular Education Teacher
   - Child’s Special Education Teacher or Service Provider
   - Child’s Parent(s)/Guardian(s)

   **Middle School Committee:**
   - Chairperson: School CSE Chairperson or Director for Pupil Personnel Services or Instructional Administrator for Secondary Special Education
   - Medical Director
   - Parent Member if requested by parent
   - District/School Psychologist
   - Child’s Regular Education Teacher
   - Child’s Special Education Teacher or Service Provider
   - Child’s Parent(s)/Guardian(s)

   **High School Committee:**
   - Chairperson: School CSE Chairperson or Director for Pupil Personnel Services or Instructional Administrator for Secondary Special Education
Medical Director, 
Parent Member if requested by parent
District/School Psychologist
Child’s Regular Education Teacher
Child’s Special Education Teacher or Service Provider
Child’s Parent(s)/Guardian(s)

Parent Members:
Suzanne Gunther    Maggie Oldendorf     Jessica Ulrich
Kim Matthews    Jacquilin Turby     Pam Wells

Elementary Subcommittees:
Chairperson: School Psychologist or Director Pupil Personnel Services or Instructional Administrator for Elementary Special Education
Child’s Regular Education Teacher
Child’s Special Education Teacher or Service Provider
Child’s Parent(s)/Guardian(s)

Middle School Subcommittee:
Chairperson: School CSE Chair or Director for Pupil Personnel Services or Instructional Administrator for Secondary Special Education or School Psychologist
Child’s Regular Education Teacher
Child’s Special Education Teacher or Service Provider
Child’s Parent(s)/Guardian(s)

High School Subcommittee:
Chairperson: School Psychologist or Director for Pupil Personnel Services or Instructional Administrator or Secondary Special Education
Child’s Regular Education Teacher
Child’s Special Education Teacher or Service Provider
Child’s Parent(s)/Guardian(s)

30. Appointment to the Committee on Preschool Special Education
In addition to the district appointed members, the Committee is also comprised of several other professionals from the preschool agencies associated with the child, a professional appointed by the County and an early intervention representative, if appropriate.

Following are approved for membership on the Preschool Special Education Committee:

Chairperson: District CPSE Chairperson or Director of Pupil Personnel Services or Instructional Administrator for Elementary Special Education
Evaluator/Agency/Service Provider
Child’s Regular Education Teacher
Child’s Special Education Teacher or Service Provider
Child’s Parent(s)/Guardian(s)

Parent Members:
Debbie Aloise
Mary Jeanne Gagan
31. Surrogate Parents to be available as an advocate for children in foster care residing in our district whose biological parents cannot be located or are otherwise not available.

32. Independent Evaluations
   a. Independent Evaluators
      - Laura Assaf
      - Elizabeth Brown
      - Jodie Cohen
      - Gina Cosgrove
      - Frank Doberman
      - Andrew La Barge
      - Steven D. Marcal
      - Alicia Mahler
      - Marie McCabe
      - Cathleen McEvoy
      - Stephen Phelps
      - Frank Salamone
      - Jennifer Smithkin
      - Linda A. Ward
      - Paula Zuffante

   b. Upon receipt of a letter requesting an independent evaluation, the district will underwrite the cost up to the amount of $2,000.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Sean Maguire, Board Member
SECONDER: Barbara Fraterrigo, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack
ABSENT: Towle-Hilt

VI. Authorizations
1. Petty Cash Amount and Designations
   Petty cash funds are established in the following amounts:
   - District Office $100.00
   - Transportation Dept. $100.00
   - High School $100.00
   - School Lunch Fund $50.00

2. Petty Cash Control and Disbursement Authorizations
   Authorized the principal or, in the absence of the principal, his or her designee, to control and disburse the petty cash in school buildings, the School District Treasurer to do so for the District Office, the Transportation Supervisor to do so for the Transportation Department and the School Lunch Director to do so for the School Lunch Fund.

3. Register Cash Amount and Designations for School Lunch
   The following cafeteria register cash amounts are approved
   - High School $252.00
   - Middle School $152.00
   - Guilderland Elem $22.00
   - Pine Bush Elem $22.00
   - Tech Valley H.S. $20.00
4. Designation of Signatory for the Self-Insured Workers’ Compensation Claim Account

John Panichi authorized as signatory for the Self-Insured Workers’ Compensation Claim Account.

5. Designation of Insurance Carrier(s)

Designated Utica National Insurance Group as the district’s insurance carrier, ACE American for cyber and privacy liability insurance, and Commercial Travelers Mutual Insurance Co. as the district’s student accident carrier.

6. Resolution concerning attendance at regular and properly-budgeted conferences of all district employees, to be approved by the Superintendent of Schools or his/her designee.

The Board of Education authorizes the Superintendent or his/her designee to approve attendance at conferences.

7. Authorize Superintendent to appoint employees on a temporary basis

Authorized the Superintendent, at times when the need to appoint an employee arises prior to the date of a meeting of the Board, to interview candidates, make tentative offers of employment, place individuals into positions on a temporary basis, and direct temporary compensation, all subject to approval by the Board at its earliest convenience.

8. Authorize Superintendent to sign tutoring agreements.

Authorized the Superintendent to approve tutorial agreements for instruction of pupils cared for in hospitals or other institutions.

9. Resolution as to signatures on various claims and authorization for child nutrition programs and all other federal aid forms.

Authorized the following individuals for these responsibilities:

- Assistant Superintendent for Business
- School Lunch Director
- Superintendent

10. Appointment of staff member to certify payroll

This is required by law. The Superintendent be so designated.

11. Budget Transfers

Superintendent and his/her designee are authorized to make routine budget transfers. Authorized a $10,000 ceiling per transaction between function codes.

12. Authorized Check Signature

Treasurer authorized to sign all payroll and voucher checks, and in his/her absence, the Deputy Treasurer to sign as recommended by the State Education Department.

13. Authorization to Pay Claims in Advance of the Audit of Claims

Board of Education may authorize the payment in advance of audit of claims for public utility services, postage, freight and express charges. All such claims shall be presented at the next regular meeting for audit, and the claimant and the officer incurring or approving the same shall be jointly and severally liable for any amount disallowed by the Board of Education. As used in this
subdivision, the term public utility services shall mean electric, gas, water, sewer and telephone services.

14. Grants in Aid (State and Federal) Superintendent or his/her designee authorized to apply for grants in aid.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Timothy Horan, Board Member
SECONDER: Christine Hayes, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack
ABSENT: Towle-Hilt

VII. Official Undertakings (Bonding of Personnel)
Personnel handling District funds will be bonded under a blanket policy unless otherwise noted.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Sean Maguire, Board Member
SECONDER: Barbara Fraterrigo, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack
ABSENT: Towle-Hilt

VIII. 3487 : Calendar of Board of Education Meetings
The schedule of Board of Education meetings was adopted.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Judy Slack, Board Member
SECONDER: Timothy Horan, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack
ABSENT: Towle-Hilt

IX. Designations
1. Designation of Official Newspapers
   Designated the Altamont Enterprise & Albany County Post and/or The Daily Gazette and/or Times Union as the District’s Official Newspapers.

2. Official Bank Depositories
   KeyBank is the designated depository for the following accounts:
   General Fund Account
   Payroll Account
   Trust & Agency Account
   School Lunch Account
   Extraclassroom Accounts:
   High School
   Middle School
   Altamont Elementary
Guilderland Elementary
Lynnwood Elementary
Pine Bush Elementary
Westmere Elementary
Capital Fund Account
Federal Fund Account
Memorial Fund Account
Reserve and Private Trust Accounts

Recommend Capital Bank and the New York Liquid Asset Fund as designated depositories for the following account:
General Fund Account

3. Official Bank Depository for Tax Collection
   Capital Bank is the designated depository for tax collections for the Towns of Bethlehem, Knox and New Scotland.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Sean Maguire, Board Member
SECONDER: Judy Slack, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt

X. Other Items
1. Approval of rate of compensation to all non-represented district employees for internal district travel related to their responsibilities.
   Approved IRS rate of $0.58 as of July 1, 2019.

2. Conduct of Meetings of the Board of Education and re-adoption and continuation of all Board of Education policies.
   Attached is a list of policies of the Board of Education governing school board meetings.

3. It was agreed the following policies would be reviewed annually.
   Policy #2160 Code of Ethics adopted 1/6/15
   Policy #2160R Code of Ethics Regulation reviewed 1/6/15
   Policy #2160E School Board Ethics Guidelines reviewed 1/6/15
   Policy #6700 Purchasing adopted 1/20/15
   Policy #6700R Purchasing Regulation reviewed 1/20/15
   Policy #6700E.1 Purchasing Exhibit reviewed 6/18/13
   Policy #6700E.2 Purchasing Exhibit reviewed 6/18/13

RESULT: ADOPTED [UNANIMOUS]
MOVER: Sean Maguire, Board Member
SECONDER: Timothy Horan, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack
ABSENT: Towle-Hilt

XI. Designation of Board Committees and School Buildings Liaisons
Board members selected their 2019-20 PTA assignments and committees:

Altamont Elementary  Gloria Towle-Hilt
                     Judy Slack (Alternate)

Guilderland Elementary  Christine Hayes
                        Kelly Person (Alternate)

Lynnwood Elementary  Judy Slack
                     Benjamin Goes (Alternate)

Pine Bush Elementary  Timothy Horan
                     Barbara Fraterrigo (Alternate)

Westmere Elementary  Benjamin Goes
                     Seema Rivera (Alternate)

Farnsworth M.S.  Sean Maguire
                 Timothy Horan (Alternate)

Guilderland H.S.  Kelly Person
                 Benjamin Goes (Alternate)

Special Education PTA  Barbara Fraterrigo
                       Sean Maguire (Alternate)

NYSSBA Voting Delegate  Barbara Fraterrigo
                       Judy Slack or Gloria Towle-Hilt (Alternates)

CAPSBA Delegate  Sean Maguire
                 Benjamin Goes (Alternate)

Audit Committee  Christine Hayes
                 Timothy Horan
                 Sean Maguire

Business Practices  Christine Hayes
                     Sean Maguire
                     Judy Slack
                     Gloria Towle-Hilt

Communications  Benjamin Goes
                 Kelly Person
                 Judy Slack
                 Gloria Towle-Hilt

Policy  Barbara Fraterrigo
        Benjamin Goes
        Timothy Horan
        Kelly Person

CPSE/CSE Liaison  Barbara Fraterrigo
                  Sean Maguire

NYSSBA Advocacy  Gloria Towle-Hilt
                 Judy Slack
RESULT: ADOPTED [UNANIMOUS]
MOVER: Kelly Person, Board Member
SECONDER: Benjamin Goes, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack
ABSENT: Towle-Hilt

CONSENT ITEMS

RESULT: ADOPTED [UNANIMOUS]
MOVER: Sean Maguire, Board Member
SECONDER: Barbara Fraterrigo, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack
ABSENT: Towle-Hilt

I. Minutes
   A. Board of Education - Regular Meeting - Jun 11, 2019 7:00 PM

II. CPSE & CSE Recommendations

III. Personnel Action
   A. Personnel Action July 2, 2019

IV. Financials
   A. Treasurer's Report for the Period Ending May 31, 2019
   B. School Lunch Fund Report for the Period Ending May 31, 2019

V. Text Books

INFORMATION ITEMS

I. Curriculum & Instruction Information
   A. GHS Teacher Recipient of Williams College Olmsted Award for Secondary School Teachers

   Congratulations to Guilderland High School teacher, Mitch Hahn who was one of four recipients of the Williams College Olmsted Awards for Secondary School Teachers. Williams College awarded the annual George Olmsted Jr. Class of 1924 Prize for Excellence in Secondary School Teaching to four outstanding high school teachers.

   Each year, Williams seniors nominate high school teachers who played influential roles in their lives and learning. A committee of faculty, staff, and students choose winners from among the nominees. Recipients of the award receive $3,000, and an additional $5,000 is given to each recipient’s school. The Olmsted Prize was established in 1976 with an endowment from the estates of George Olmsted Jr. and his wife, Frances.

   From the Williams College press release:
   Leonard Bopp ’19 looks back on his experience in Mitch Hahn’s AP English class as “the single most seminal education experience” of his academic career. Hahn taught classes at different curricular levels with enthusiasm, committing himself to the
belief that all students’ voices matter. Bopp says that Hahn devoted most of the class time to “studying the art of crafting an argument,” with the implicit lesson that “words matter, and words have power.” Bopp adds that Hahn was committed to fostering community in many ways beyond teaching. He has done this through his work with Guilderland High School’s FOCUS program, running a day camp for children with disabilities. As Bopp said, “Mr. Hahn believed that every member of a community had something to contribute, that every member of a community should be valued; his commitment to this idea shows in every aspect of his teaching.”

Since 2002, Hahn has taught English at Guilderland High School. He teaches AP English Language and Composition, 11th grade regents English, and 11th grade honors English. From 2002 to 2007, he taught a 10th grade alternative education program called FOCUS. Since 2002, he has been the director of Camp Colonie, a unique, six-week outdoor summer school and day camp for a neurodiverse population of children, ages 5 to 21.

Hahn emphasizes the importance of reciprocity in the classroom, saying, “I try to create a classroom where students don’t merely work for a grade but work to learn, understand, and think critically.” He does this through classroom discussion as his main form of instruction, facilitating conversations in a safe environment where the students can exchange their opinions and ideas. B. A. Finsel, Instructional Administrator for ELA, Social Studies, Reading, and Library at Guilderland High School said, “He truly is a giant whose shoulders have held up countless students over 17 years, helping them to realize their full potential and preparing them for future success no matter their path in life.”

RESULT: DISCUSSED

B. GHS End of Year Library Report
The Guilderland High School Library End of Year Report for 2018 - 2019 is attached to the agenda.

RESULT: DISCUSSED

C. FMS Learning Center Annual Report for 2018 - 2019
The FMS Learning Center Annual Report for 2018 - 2019 is attached to the agenda.

RESULT: DISCUSSED

D. Guilderland High School Student Receives Poetry Award
Congratulations to Joanna Chen, grade 9, who is the recipient of the New York State English Council 2019 Creative Writing Award in Poetry, for Remember the Stars of the Lost.

Joanna will be invited to the NYSEC Awards Luncheon in October where she will be honored and have an opportunity to read her work. Additionally, her work will be published in the Winter 2020 issue of The English Journal.

RESULT: DISCUSSED

E. Career and Technical Education (CTE) Approval Process
The Guilderland High School Business Department is seeking CTE program approval from the New York State Education Department. Career and Technical Education (CTE) programs provide academic and technical instruction in the content areas of Agriculture, Business and Marketing, Family and Consumer
Sciences, Health Occupations, Technology Education, and Trade and Technical Education. CTE programs approved by the New York State Education Department (NYSED) allow students to earn at least 3.5 credits in focused and rigorous courses that form a cohesive concentration (sequence) in a career field of study. Program approval is the way the State Education Department (SED) ensures that local career and technical education programs meet the policy requirements approved by the Board of Regents.

Several documents which describe the exhaustive process to obtain approval from NYSED are attached to the agenda. Course sequences and descriptions are also included for your review. We are in the final stages and are ready to submit our application. It is our goal to submit the application with signatures from the Superintendent and the President of the Board of Education immediately following the August BOE meeting.

This exceptional work was made possible by the tireless efforts of our business teachers, Joan McGrath, Sarah Hubbard, and Michelle Daus. They have done an amazing job!

RESULT: DISCUSSED

II. School Business Information

A. Cellular Telephone Annual Report
Assistant Superintendent for Business Neil Sanders reviewed the annual report on the district’s cellular phone plan, authorized users, and cost effectiveness.

RESULT: DISCUSSED

B. 2018-19 Donations
In accordance with Board Policy #1800, listed below are the donations the district received during the 2018-19 school year:

- A trumpet, case and mutes from Gary Ribis.
- Eight backpacks and school supplies from School Systems Federal Credit Union
- Various school supplies from NBT Bank
- Various school supplies from Girl Scout Troop #1463
- Fish tank and various supplies from Ellen McDonald
- Metal bench with butterfly back for Farnsworth Middle School from Mr. and Mrs. Thomas Rush
- Bonus Certificates from Dick’s Sporting Goods totaling $500 for the purchase of physical therapy related items made possible through the efforts of Mr. and Mrs. Michael McCollum.
- 12 safety cones from Mr. and Mrs. Dwayne Robinson.
- Various High School classroom supplies from Princetown Evangelical Presbyterian Church.
- Two new bookshelves for the Westmere Elementary Library from Mr. and Mrs. Scott Freedman
- Echo Pen from Mr. and Mrs. Gregory Moore
- Five flower pots for the butterfly station at Farnsworth Middle School from Ms. Lori Matt-Murphy

RESULT: DISCUSSED

III. Superintendent Information

A. NYSSBA Recognition of School Board Member
Benjamin Goes was recognized by the New York State School Boards Association for his time and effort devoted to participation in board development programs offered through NYSSBA.

NYSSBA’s recognition program has four achievement levels. Members qualify for points by participating in NYSSBA development activities including the Annual Convention, legal conferences, regional workshops etc. Benjamin Goes was recognized for earning the Board Achievement Award-Level 1.

RESULT: DISCUSSED

B. Summer Programs

Guilderland will be participating in the Capital Region BOCES regional summer school program again this year. The program is to be held at Mohonasen High School. Registration for students attending summer school took place on June 27 from 8 to 10 a.m. in the Counseling Center at Guilderland High School. Students were able to register for courses and for exams. Classes begin July 1 and end August 16. More information is available on the GHS homepage on the district’s web site.

Westmere Elementary will be hosting the BOCES summer school program for students with disabilities over the summer from July 8 to August 16, 2019.

The extended year programs for students with disabilities will take place at Guilderland Elementary again this summer. The district is also offering a three-week summer program for ENL students at Guilderland Elementary School, beginning on July 8.

RESULT: DISCUSSED

C. 2019 Guilderland High School Commencement

Dr. Wiles thanked the many people who played a role in our graduation ceremony held June 29, 2019. Beginning with Mr. Piscitelli; his principals; the leadership team; class advisors: Ms. Miller and Ms Zalewski; the technical crew; our speakers; and of course, the graduates themselves, who all contributed to a memorable event.

RESULT: DISCUSSED

D. School Start Time Update

The district recently participated in a preliminary conversation with School Bus Consulting, a firm that specializes in the design, management, and operations of school bus management. They have assisted dozens of school districts around the country and in the state study the implications of school start time changes on transportation operations. They have the capacity to use our demographic, routing, geographic, and traffic data to consider the impact of the options that our School Start Time Task Force drafted earlier this year. During our call, we shared a summary of four potential options. Their work would include an analysis of our data and a visit to observe our operations in action once school begins in September, as well as some potential assistance with community outreach.

At the conclusion of the call, SBC agreed to draft a proposal outlining the scope of the work and the potential cost to the district to complete the work on a timeline consistent with our goal to have a decision about any potential changes for the 2020-2021 school year.

RESULT: DISCUSSED

E. Budget Vote and Election - Exit Survey Results
As part of our regular budget process, we conducted an exit survey at each of the polling sites during the May Budget Vote and Election. The completed report, which summarizes and analyzes the results of the responses was given to Board members. The report will soon be posted on our website.

RESULT: DISCUSSED

IV. Board President Information

A. NYSSBA Reference Dates

Information was recently emailed by NYSSBA regarding submitting resolutions and proposed bylaw amendments for consideration by the voting delegates at the Annual Business Meeting in the fall. This annual process sets NYSSBA’s advocacy efforts through the proposal of new positions and the continuation or discontinuation of those set to expire. Only boards of education that are members of NYSSBA and NYSSBA’s Board of Directors may submit resolutions for consideration. Proposed resolutions, once adopted, may direct NYSSBA to advocate either for or against a wide variety of legislative and regulatory issues at both the state and federal levels.

2019 Key Dates:

**July 19, 2019** - Deadline for Submitting Proposed Resolutions or Bylaw Amendments

**August 30, 2019** - Distribution of the Proposed Bylaw Amendments and Resolutions Book (Distributed electronically to all member boards and posted to the NYSSBA website.)

**September 20, 2019** - Deadline for Submitting Amendments and Rebuttals to NYSSBA

**September 27, 2019** - Distribution of the Voting Delegates’ Guide-Proposed Bylaw Amendments and Resolutions (Distributed electronically to all member boards and posted to the NYSSBA website.)

**October 26, 2019** - NYSSBA’s Annual Business Meeting, Rochester

Barbara Fraterrigo asked if the Board would consider submitting a resolution against the recent enacted law giving employees three hours release from work to allow them to vote.

RESULT: DISCUSSED

B. BOE Self-Evaluation Form

The Communications Committee is presenting the current Self-Evaluation Form to the Board of Education this evening for further comment and/or review.

No comments were made by any Board members.

**OATH OF OFFICE FOR NEWLY ELECTED BOARD MEMBER**

I. Oath of newly elected Board of Education member

Newly elected Board of Education member, Gloria Towle-Hilt, read the *Board Member Oath of Office* aloud and signed the document.

**ACTION ITEMS**
I. Curriculum and Instruction Action

A. Textbooks

The following textbooks were approved:

*Brave* by Svetlana Chmakova for use in LA-7.

*Kindred* by Octavia E. Butler, adapted by Damian Duffy and John Jennings for use in SUPA English.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Benjamin Goes, Board Member

SECONDER: Christine Hayes, Board Member

AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt

II. School Business Management Action

A. Internal Auditing Agreement- Questar III

Resolved, that the Board of Education approve the inter-municipal agreement with Questar III to provide internal auditing services for the 2019-20 school year.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Barbara Fraterrigo, Board Member

SECONDER: Timothy Horan, Board Member

AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt

B. Legal Services Agreement

Resolved, that the Board of Education approve the appointment of, and agreement with, Girvin and Ferlazzo P.C. to provide special education legal services for the period beginning July 1, 2019 through June 30, 2020.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Christine Hayes, Board Member

SECONDER: Judy Slack, Board Member

AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt

C. Service Agreements

Resolved, that the Board of Education approve the following agreements and authorize the Superintendent of Schools to execute the agreements:

- The Charlton School/Ketchum-Grande Memorial School
- Northeast Associates in Rehabilitation, LLC
- Visual I’s
- Wildwood School
D. Architectural Services Agreement

Recommend the approval of the agreement with CSArch to provide architectural and engineering services for the 2019 Capital Construction Project and authorizes the Superintendent to sign the agreement.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Barbara Fraterrigo, Board Member
SECONDER: Timothy Horan, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt

E. Construction Management Services Agreement

Resolved, that the Board of Education approve the agreement with Turner Construction Company to provide construction management services for the 2019 capital construction project and authorizes the Superintendent to sign the agreement.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Judy Slack, Board Member
SECONDER: Christine Hayes, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt

F. Radon Mitigation Construction Bid Award

Resolved, That the Board of Education approve the bid award for Radon Mitigation Construction Services to the lowest responsible bidder meeting specifications.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Judy Slack, Board Member
SECONDER: Benjamin Goes, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt

G. Transportation Consultant Agreement

Resolved, that the Board of Education approve Phase 1 (base services) of the proposal from School Bus Consultants to provide a school start time transportation analysis and authorizes the Superintendent to sign the agreement.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Judy Slack, Board Member
SECONDER: Benjamin Goes, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt

H. School Lunch Bid Awards

Resolved, that the board of education approve the following school lunch bid awards:

Baked Goods
Cafeteria Materials and Supplies
Fresh Bread Products
Fresh Pizza
Further Processed Commodities
Groceries
Ice Cream
Snacks

RESULT: ADOPTED [UNANIMOUS]
MOVER: Barbara Fraterrigo, Board Member
SECONDER: Christine Hayes, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt

I. Donation

Resolved, that the Board of Education accept the monetary donation from the Westmere Elementary School PTA for the purchase of new playground equipment.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Judy Slack, Board Member
SECONDER: Benjamin Goes, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt

III. Superintendent Action

A. Annual Plans for Approval

The following 2019-20 plans were approved:

1. Project S.A.V.E. Plan
2. Professional Development Plan

RESULT: ADOPTED [UNANIMOUS]
MOVER: Christine Hayes, Board Member
SECONDER: Benjamin Goes, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt

B. 3535 : Contract Ratification- Guilderland Office Workers' Association

BE IT RESOLVED, that the Board of Education authorizes the Superintendent of Schools, Marie Wiles, Ph.D., to execute the proposed Memorandum of Agreement between the Guilderland C.S.D. and the Guilderland Office Workers’ Association of the Guilderland C.S.D. for the duration of the collective bargaining agreement, July 1, 2019 to June 30, 2022.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Judy Slack, Board Member
SECONDER: Timothy Horan, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt

C. Contract Ratification - Guilderland Technology Personnel Association

BE IT RESOLVED, that the Board of Education authorizes the Superintendent of Schools, Marie Wiles, Ph.D., to execute the proposed Memorandum of Agreement between the Guilderland C.S.D. and the
**Guilderland Technology Personnel Association** of the Guilderland C.S.D. for the duration of the collective bargaining agreement, July 1, 2019 to June 30, 2022.

| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | Judy Slack, Board Member |
| SECONDER: | Christine Hayes, Board Member |
| AYES: | Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt |

D. Memorandum of Agreement

**BE IT RESOLVED,** that the Board of Education authorizes the Superintendent of Schools, Marie Wiles, Ph.D., to execute the proposed Memorandum of Agreement between the Guilderland C.S.D. and the Guilderland Teachers’ Association and Colleen Ryan.

| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | Timothy Horan, Board Member |
| SECONDER: | Judy Slack, Board Member |
| AYES: | Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt |

IV. Board President Action

A. Establishment of Voter Registration Dates and Locations for 2020

**WHEREAS,** the Guilderland Central School District Board of Education is required to set by resolution the time and location of personal voter registration dates to be held not more than 14 days nor less than five days before the Annual Vote and Election,

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education pursuant to applicable law, establishes May 7, May 11 and May 12, 2020 from 8:30 a.m. until 2:30 p.m. at the following locations: (1) Altamont Elementary School, (2) Guilderland Elementary School, (3) Lynnwood Elementary School, (4) Westmere Elementary School; and (5) Pine Bush Elementary School for personal registration for said Annual Vote and Election. Additionally, any person otherwise entitled to vote at said Annual Vote and Election may register at the Guilderland Central School District Offices, 8 School Road, Guilderland Center, New York on May 7, May 11 and May 12, 2020 between the hours of 8:30 a.m. and 4:30 p.m.

| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | Sean Maguire, Board Member |
| SECONDER: | Christine Hayes, Board Member |
| AYES: | Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt |

B. Board of Education Policy Adoption

The following policies were adopted:

- 1420 Complaints about Curricula or Instructional Materials
- 1420-E Request for Reconsideration of Curricula or Instructional Materials-Exhibit
- 4513 Library Materials Selection
- 4532 School Volunteers
- 4532-E1 Application for Volunteers-Exhibit
- 4532-E2 Student Privacy and Confidentiality Agreement Exhibit
- 5152 Admission of Nonresident Students
- 5605 Voter Registration for Students
RESULT: ADOPTED [UNANIMOUS]  
MOVER: Christine Hayes, Board Member  
SECONDER: Barbara Fraterrigo, Board Member  
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt

C. Adopt Board of Education Policy # 4532

Policy #4532 School Volunteers was adopted with the following amendment:

Paragraph 3: No volunteer shall be permitted to have unsupervised direct contact with students unless otherwise authorized by the building principal or his/her designee.

RESULT: ADOPTED [8 TO 1]  
MOVER: Barbara Fraterrigo, Board Member  
SECONDER: Timothy Horan, Board Member  
AYES: Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt  
NAYS: Goes

D. Adopt Board of Education Policy #4532-E1 Application for Volunteers-Exhibit

Board Exhibit #4532-E1 Application for Volunteers was adopted with the amendment of adding a signature line for school principal approval.

RESULT: ADOPTED [UNANIMOUS]  
MOVER: Sean Maguire, Board Member  
SECONDER: Judy Slack, Board Member  
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt

E. Recommendation to Suspend Use of A Handbook for Better School Board Operating Procedures

The motion to suspend the use of the Handbook for Better School Board Operating Procedures was approved.

The majority of the Board felt the handbook should be set aside for a year for further review. The Board will discuss at a future time what Committee should review the handbook.

RESULT: ADOPTED [6 TO 3]  
MOVER: Barbara Fraterrigo, Board Member  
SECONDER: Timothy Horan, Board Member  
AYES: Maguire, Person, Fraterrigo, Hayes, Rivera, Horan  
NAYS: Goes, Slack, Towle-Hilt

BOARD COMMITTEE REPORTS

Audit Committee
At the June 13, 2019 meeting the following items were discussed:

- Reviewed and recommended the board of education approval of the inter-municipal agreement for Questar III to provide internal auditing services for the 2019-20 school year.
- John Rizzo presented and reviewed the district’s corrective action in response to the 2018-19 Internal Audit Risk Assessment.
• The five-year agreement with West & Company will end with the 2018-19 audit. The committee reviewed the process and materials from the last External Auditor hiring process. After discussion, the committee decided to follow the process used previously. The district will update the Request for Proposal document with current information. In early fall, letters will be sent to area auditing firms inviting them to respond to the Request for Proposal. After proposals are received and reviewed, the audit committee will select firms to interview. On the basis of qualifications and the interview, the audit committee will make a recommendation to the board of education for appointment.

Business Practices
At the June 20, 2019 meeting the following items were discussed:

• Chris Honeywell reviewed the title history of the Cobblestone Schoolhouse. Recently, the district was notified of a deed filing by Shirley Herchenroder of Altamont granting any interest she has in the Cobblestone Schoolhouse property to a limited liability company established as Ogsbury Cobble, LLC. Ms. Herchenroder claimed that her descendants, the Ogsbury’s, owned the parcel of land that the schoolhouse is situated upon. That claim has not yet been substantiated and as such the deed filing is considered defective. Chris Honeywell apprised the committee that the school board has two basic options to consider. The first is to do nothing. The district would continue as the owner of the Schoolhouse and would continue to be responsible for the ongoing maintenance and preservation of the structure. The second option is to establish clear legal title to the property thus paving the way for the school district to consider transferring ownership of the property to another entity who would then become the responsible caretaker. In either case, the Schoolhouse is on the NYS registry of historical buildings and must be maintained in accordance with the requirements established by state law. The school district would need to spend about $10,000 to pursue a Quiet Title deed action. However, Cliff Nooney shared that in the near future, the district will need to spend an estimated $50,000 to replace the roof, repair the foundation, and to make interior repairs. A very recent inspection of the Schoolhouse discovered the framework supporting the bell tower has rotted. The district will add temporary shoring to support the bell but a permanent repair will need to be made at a yet undetermined cost.

After discussion, the Board of Education agreed to ask Chris Honeywell to attend the August 13 Board meeting to explain and discuss the timeline for pursuing a Quiet Title action.

• At the March 14, 2019 joint meeting of the School Board and Library Trustees it was agreed that both boards would reach out to their respective legal counsel to determine if the Memorandum of Agreement last signed in 2001 was necessary and should be continued. If so, should the agreement be amended. Chris Honeywell concurred that the Memorandum of Understanding should be maintained and updated. He will draft proposed updates to the document. The library’s attorney will do the same with the goal of both parties reaching agreement on an updated successor Memorandum of Agreement.

• Neil Sanders reminded the committee that the Board of Education will need to approve agreements with CSArch and Turner Construction for the $30.9 million capital improvement project approved by district voters on May 21, 2019. The committee and Board had previously lent their support toward continuing with these two firms based on their past performance with the school district. Both firms will need to commence work in early July in order to start construction next summer on the high priority safety and security components of the project. Jeff Honeywell, as he has in the past, will negotiate changes to the standard agreement to better protect and serve the Board.

Communications Committee
The committee has not met since the last Board of Education meeting.

Policy Committee
The committee has not met since the last Board of Education meeting.

BOARD ISSUES, IDEAS, AND SHARING
Judy Slack expressed her disappointment that more members of the Board did not attend the various end of year
ceremonies at the school buildings.

Benjamin Goes said it was the time to start working on the Visioning of the District. It was decided a meeting would be set over the summer for all Board members to attend. Before this meeting Board members will have the opportunity to view the movie: Most Likely to Succeed and a video conference on strategic planning using Though Exchange. Dr. Wiles was also asked to reach out to NYSSBA to see if they would have a facilitator to help give the Board direction.

CLOSE OPEN SESSION

I. Close Open Session

The Board moved to closed Open Session at 9:42 pm.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Benjamin Goes, Board Member
SECONDER: Sean Maguire, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt

EXECUTIVE SESSION

I. Exec Session Roll Call

Executive Session Roll Call

Barbara Fraterrigo – Present
Benjamine Goes - Present
Christine Hayes – Present
Timothy Horan – Present
Sean Maguire – Present
Kelly Person - Present
Seema Rivera – Present
Judy Slack – Present
Gloria Towle-Hilt – Present via Google Hangout

II. Proposed Executive Session, subject to Board approval

The Board opened Executive Session at 9:53 pm to discuss the following:

1. Issues pertaining to negotiations with the Guilderland Teachers’ Association (Teaching Assistant Unit)
2. Superintendent’s Compensation
3. Potential litigation
4. Employment history of a particular person

RESULT: ADOPTED [UNANIMOUS]
MOVER: Sean Maguire, Board Member
SECONDER: Christine Hayes, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt

III. Close Executive Session

The Board of Education closed Executive Session at 11:06 p.m.
RETURN TO OPEN SESSION

1. Open Session

The Board of Education entered Open Session at 11:06 p.m.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Kelly Person, Christine Hayes
SECONDER: Timothy Horan, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt

2. Superintendent's Compensation 2019-2020 (Executive Session Item Pending Board Action)

BE IT RESOLVED, that the Board of Education of the Guilderland Central School District hereby amends the existing employment agreement of Dr. Marie Wiles, as Superintendent of Schools, effective July 1, 2019 through to June 11, 2023, setting forth the terms and conditions of Dr. Wiles’ employment, to establish her annual salary at $207,520 for the period July 1, 2019 through June 30, 2020, and authorizes payment thereunder.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Judy Slack, Board Member
SECONDER: Barbara Fraterrigo, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt

3. Close Open Session

The Board of Education closed Open Session at 11:07 p.m.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Sean Maguire, Board Member
SECONDER: Benjamin Goes, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Hayes, Rivera, Horan, Slack, Towle-Hilt
CALL TO ORDER

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<td>Linda Livingston</td>
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DISCUSSION

1. Planning for the Future of Guilderland Central School District

The Board of Education discussed the three questions given on the District's mission and vision. Going forward the Board will seek input from faculty, students and community members through Thought Exchange. A task force will be created to consider the feedback and to plan the next steps.

RESULT: DISCUSSED

CLOSE OPEN SESSION

1. Close Open Session

The Board of Education closed Open Session at 8:56 p.m.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Barbara Fraterrigo, Board Member
SECONDER: Sean Maguire, Board Member
AYES: Goes, Maguire, Person, Fraterrigo, Rivera, Horan, Slack
ABSENT: Hayes, Towle-Hilt
A. **Personnel Agenda**

August 13, 2019 Personnel Agenda & Supplement - Google Docs
PERSONNEL ACTION
August 13, 2019

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approve the following Personnel Action items:

*A. Resignations - Instructional

1. Michelle Bronson, is resigning as a teaching assistant at Farnsworth Middle School, effective August 12, 2019. Ms. Bronson has been with the District since July 1, 2013.

2. Julie Ganong, is resigning as a teaching assistant at Guilderland High School, effective August 19, 2019. Ms. Ganong has been with the district since September 1, 2007.

3. Maureen Harrigan, is resigning as a teaching assistant at Guilderland High School, effective September 1, 2019. She will not be starting with us due to other employment.

4. Matt Maes, a special education teacher at Farnsworth Middle school is resigning effective August 19, 2019. Mr. Maes has been with the District since September 1, 2013.

5. Jeanette Mundell, a teaching assistant at Altamont Elementary is resigning effective August 14, 2019. Ms. Mundell has been with the District since September 01, 2016

6. Kaitlin Sutters, as a teaching assistant at Guilderland Elementary School is resigning effective August 31, 2019. Ms. Sutters has been with the District since October, 29, 2018.

7. Angela Armstrong, as a teaching assistant at Guilderland High School is resigning effective August 1, 2019. Ms Armstrong has been with the District since September 1, 2016

8. Roseann McKee, as a special education teacher at Altamont Elementary School, is resigning for the purpose of retirement effective August 31, 2019. Ms. McKee has been with the district since September of 1999.

9. Shawna Otsu-Schechner, is resigning as a Speech and Language teacher for the District, effective August 23, 2019. Ms. Otsu has been with the District since August 1, 2000.
*B. Appointments- Instructional and Probationary

Eligibility for tenure as a classroom teacher or building principal is contingent upon his/her successful completion of the probationary term and having received composite or overall APPR ratings of either “Effective” or “Highly Effective” in at least three of the four preceding years, and a rating higher than “ineffective” in the final year of the probationary period.

1. Lauren Fox, as a probationary teacher in the General Special Education tenure area, at Farnsworth Middle School effective September 1, 2019 for a three (3) year term tentatively scheduled to conclude on August 31, 2022. This change in probationary appointment recognizes Ms. Fox’s prior tenure and APPR rating.

2. Cassandra Spratt, as a probationary reading teacher in the Remedial Reading Tenure area at Westmere Elementary School, effective September 1, 2019 for a four (4) year term tentatively scheduled to conclude on August 31, 2023. Ms. Spratt holds a Literacy Birth - Grade 6, Initial Certification, Students with Disabilities Grades 1-6, Initial Certification and Childhood Education Grades 1-6, Initial Certification.

3. Julie Tootell, as a probationary library media specialist in the tenure area of school media specialist effective September 1, 2019 for a four (4) year term tentatively scheduled to conclude on August 31, 2023. Ms. Tootell holds Library Media Specialist Initial Certification.

3. Ashley Deso, as a probationary Elementary Classroom teacher in the Elementary Education tenure area at Westmere Elementary School, effective retroactive September 1, 2018 for a four (4) year term tentatively scheduled to conclude August 31, 2022. This change in probationary appointment recognizes Ms. Deso’s Jarem credit for time served in the tenure area immediately preceding her probationary appointment. Ms. Deso holds a Childhood Education 1-6, Professional Certification.

4. Sarah Iddings, as a probationary special education teacher in the General Special Education tenure area at Farnsworth Middle School, effective September 1, 2019 for a four (4) year term tentatively scheduled to conclude on August 31, 2023. Ms. Iddings holds Students with Disabilities Grades 1-6 and Childhood Education Grades 1-6 pending SED approval.

5. Nicole Niles, as a probationary english as a second language teacher in the English as a Second Language tenure area at Guilderland High School and Altamont Elementary School, effective September 1, 2019 for a four (4) year term tentatively scheduled to conclude on August 31, 2023. Ms. Niles holds English to Speakers of Other Languages, Initial Certification pending SED approval.
*C. Part time and Temporary Appointments – Instructional - Not Probationary

1. Erin Abriel, as a temporary elementary education teacher at Westmere Elementary School, effective September 1, 2019 through June 26, 2020. Ms. Abriel holds Early Childhood Education, Birth to Gr. 2 and Childhood Education, Grades 1-6, Initial Certification

2. Jennifer Groat, as a part-time special education teacher at Westmere Elementary School effective September 1, 2019. Ms. Groat holds Students with Disabilities Birth Grade 6, Initial Certification. This part time position is an annual appointment.


5. Lydia Mansfield, as a part-time teaching assistant at Westmere Elementary School, effective September 1, 2019. Ms Mansfield holds Level I Teaching Assistant Certification pending SED review.

6. Pam Sullivan, as a part-time teaching assistant at Westmere Elementary School, effective September 1, 2019. Ms. Sullivan holds Level I Teaching Assistant Certification.

7. Julie Adler, as a teaching assistant at Guilderland High School, effective September 1, 2019. Ms. Adler holds Level I Teaching Assistant Certification pending SED review.

8. Maria Bruno, as a part-time teaching assistant at Lynnwood Elementary School, effective September 1, 2019.

9. Rebecca Carey, as a part-time teaching assistant at Pine Bush Elementary School, effective September 1, 2019. Ms Carey holds Teaching Assistant Level I Certification.

10. Lindsay Cooper, as a part-time teaching assistant at Lynnwood Elementary School, effective September 1, 2019. Ms Cooper’s teaching assistant Level I certification is pending SED approval.

11. Kristen Harrington, as a part-time teaching assistant at Guilderland High School, effective September 1, 2019. Ms. Harrington holds English Language Arts 7-12, Initial Certification.

12. Divina Mendoza, as a part-time teaching assistant at Farnsworth Middle School, effective September 1, 2019. Ms. Mendoza’s teaching assistant Level I certification is pending SED approval.
13. **Daniel Rodriguez**, as a part-time teaching assistant at Westmere Elementary School, effective September 1, 2019. Mr. Rodriguez’s teaching assistant Level I certification is pending SED approval.

14. **Connor Rogotzke**, as a teaching assistant at Altamont Elementary School, effective September 1, 2019. Mr. Rogotzke holds Level I Teaching Assistant Certification pending SED review.

15. **Karen Scanlon-Fish**, as a part-time teaching assistant at Lynnwood Elementary School, effective September 1, 2019. Ms. Scanlon-Fish holds Teaching Assistant Level III Certification


17. **Haley Vanderhoof**, as a part-time teaching assistant at Guilderland High School, effective September 1, 2019. Ms. Vanderhoof holds Teaching Assistant Level I Certification.

18. **Britton Schnurr**, as a part-time, School Psychologist at Lynnwood Elementary School effective September 1, 2019. Ms. Schnurr holds a School Psychologist, Permanent Certification. This part time position is an annual appointment.

19. **Jennifer Rader**, as a part time teacher of American Sign Language at Guilderland High School effective September 1, 2019. Ms Rader’s certification in American Sign Language is pending SED approval. This part time position is an annual appointment.

*D 2018 Extended School Year Special Education Programs: (7/16/19-8/16/19)

**Related Service Providers and Support Staff**

<table>
<thead>
<tr>
<th>Support Area</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESY Receptionist Substitute</td>
<td>Nancy Boutellier</td>
</tr>
<tr>
<td>Substitute Teacher</td>
<td>Jason Kenyon</td>
</tr>
</tbody>
</table>

*D. **Requests for Leave of Absence- Instructional- None.**
**E. Substitute Teachers, Substitute Nurses, Teaching Assistants:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Certification</th>
<th>Degree/Area if not certified</th>
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</thead>
<tbody>
<tr>
<td>Alter, Donna</td>
<td></td>
<td>MS Social Work</td>
</tr>
<tr>
<td>Battaglia, Kara</td>
<td></td>
<td>BA Psychology</td>
</tr>
<tr>
<td>Belfranc, Jenna</td>
<td></td>
<td>BA Adol. English</td>
</tr>
<tr>
<td>Bouschor, Kara</td>
<td></td>
<td>BA Marketing</td>
</tr>
<tr>
<td>Breton, Matthew</td>
<td></td>
<td>BA Sports Management</td>
</tr>
<tr>
<td>Carnell, Andrew</td>
<td></td>
<td>BA History</td>
</tr>
<tr>
<td>Chipman, Heidi</td>
<td>Registered Nurse</td>
<td></td>
</tr>
<tr>
<td>Cocco, Joshua</td>
<td></td>
<td>BA Physical Ed</td>
</tr>
<tr>
<td>Furbeck, Lynne</td>
<td>Remedial Reading</td>
<td></td>
</tr>
<tr>
<td>Green, Olivia</td>
<td></td>
<td>BA Social Science (Childhood Ed)</td>
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<tr>
<td>Hoffman, Julia</td>
<td></td>
<td>BA Psych MS ErChildhood</td>
</tr>
<tr>
<td>Hoke, Daniel</td>
<td>Music, K-12</td>
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<tr>
<td>Lenney, Erin</td>
<td></td>
<td>BS Clinical Health</td>
</tr>
<tr>
<td>Lopez-Torrijos, Ricardo</td>
<td></td>
<td>MS Physics</td>
</tr>
<tr>
<td>Martelli, Lauren</td>
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<td>BA Spanish</td>
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<tr>
<td>McCarthy, Alexis</td>
<td></td>
<td>MA Childhood Ed/Spec. Ed.</td>
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<tr>
<td>Milsom, Erin</td>
<td></td>
<td>BS Chemistry</td>
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<tr>
<td>Murray, Erin</td>
<td></td>
<td>BA Childhood Ed.</td>
</tr>
<tr>
<td>Oreddu, Chiamaka</td>
<td></td>
<td>MA International Relations</td>
</tr>
<tr>
<td>Quoi, Kathryn</td>
<td>Chemistry, General Sci, Physics, Technology Ed.</td>
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</tr>
<tr>
<td>Reynolds, David</td>
<td></td>
<td>BA Philosophy</td>
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<tr>
<td>Riccio, Luke</td>
<td></td>
<td>MS Elem Ed</td>
</tr>
<tr>
<td>Rowe, Kirsten</td>
<td></td>
<td>BS Childhood Ed.</td>
</tr>
<tr>
<td>Santos, Laura</td>
<td>Childhood Ed, B-6; SWD B-6; Literacy, B-6; English 7-12</td>
<td></td>
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<tr>
<td>Weaver, Madelyn</td>
<td></td>
<td>Physical Ed</td>
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<tr>
<td>Wheeler, Timothy</td>
<td></td>
<td>BA Music</td>
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<tr>
<td>White, Daniel</td>
<td>Music K-12</td>
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<tr>
<td>Zampier, Laurie</td>
<td>Registered Nurse</td>
<td></td>
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<tr>
<td>Zyniecki, Katherine</td>
<td></td>
<td>BS Marketing</td>
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*F. 2019-2020 Part-time Annual Appointments - Instructional


<table>
<thead>
<tr>
<th>Name</th>
<th>Certification Area</th>
<th>School</th>
<th>FTE</th>
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<tbody>
<tr>
<td>Katherine Newbegin</td>
<td>Business Ed</td>
<td>GHS</td>
<td>.6</td>
</tr>
<tr>
<td>Zachary Knapp</td>
<td>French</td>
<td>GHS</td>
<td>.6</td>
</tr>
<tr>
<td>Emily Callman</td>
<td>Students with Disabilities</td>
<td>LES</td>
<td>.8</td>
</tr>
<tr>
<td>Jennifer Rader</td>
<td>American Sign Language</td>
<td>GHS</td>
<td>.6</td>
</tr>
<tr>
<td>Jennifer Groat</td>
<td>Students with Disabilities</td>
<td>WES</td>
<td>.8</td>
</tr>
<tr>
<td>Joanne Ryan</td>
<td>Spanish</td>
<td>FMS</td>
<td>.4</td>
</tr>
<tr>
<td>Melissa Brownell</td>
<td>Foreign Language</td>
<td>FMS</td>
<td>.6</td>
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<tr>
<td>Mckenzie Golden</td>
<td>English</td>
<td>GHS</td>
<td>.9</td>
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<tr>
<td>Danielle Clements</td>
<td>English</td>
<td>GHS</td>
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2. Part-time Re-Appointments 9/1/2019-6/26/2020

<table>
<thead>
<tr>
<th>Name</th>
<th>Certification Area</th>
<th>School</th>
<th>FTE</th>
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<tbody>
<tr>
<td>Deidre Harwick</td>
<td>School Soc. Wkr.</td>
<td>AES</td>
<td>.6</td>
</tr>
<tr>
<td>Kay Dubose</td>
<td>Family and Consumer Science</td>
<td>GHS</td>
<td>.25</td>
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<tr>
<td>Nermin Mansour</td>
<td>Technology Ed</td>
<td>FMS</td>
<td>.5</td>
</tr>
<tr>
<td>Lauren Kanai</td>
<td>Reg. School Nurse</td>
<td>St Mads</td>
<td>.5</td>
</tr>
<tr>
<td>Eleanor Christie</td>
<td>German</td>
<td>GHS</td>
<td>.6</td>
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<tr>
<td>Kathleen Barker</td>
<td>Elementary (Coach)</td>
<td>LES</td>
<td>.6</td>
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<tr>
<td>Jennifer Rader</td>
<td>American Sign Language</td>
<td>GHS</td>
<td>.6</td>
</tr>
<tr>
<td>Krista Gillis</td>
<td>Visual Arts</td>
<td>LES/FMS</td>
<td>.85</td>
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<tr>
<td>Marie van Maastricht</td>
<td>Music</td>
<td>PBE/LES</td>
<td>.45</td>
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<tr>
<td>Beverly Beaudette</td>
<td>TESOL</td>
<td>LES</td>
<td>.9</td>
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3. Head Nurse - Stipended: Mary Zwaggermann

4. Program Leader –
   a. Ninth Grade Transition Coordinator - Stipended- Shannon Clegg
   b. Focus Coordinator- Non-Stipended- Matthew Pinchinat

5. 2019-20 District-Wide Instructional Support Team- Stipended

Altamont       Jennifer Rickert
Guilderland    Kirsten Eidle-Barkman
Lynnwood       TBD
Pine Bush       Melissa Coyle
Westmere       Sarah Bolognino
6. 2019-20 Teacher Leader Stipends

<table>
<thead>
<tr>
<th>Building</th>
<th>AES</th>
<th>GES</th>
<th>LES</th>
<th>PBE</th>
<th>WES</th>
<th>FMS</th>
<th>GHS</th>
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<tbody>
<tr>
<td>Language Arts</td>
<td>Katie Mechem</td>
<td>Leslie Abel</td>
<td>Kathy State</td>
<td>Michelle Rispole</td>
<td>TBD</td>
<td>Lisa McClure</td>
<td></td>
</tr>
<tr>
<td>Math</td>
<td>Amy Martin</td>
<td>Stacy Kirk</td>
<td>Jackie Vandenburgh</td>
<td>Meghan DiMartino</td>
<td>Tierney Doyle</td>
<td>Ashley Girard</td>
<td>Julie Higgins</td>
</tr>
<tr>
<td>Science</td>
<td>Annmarie Farrell</td>
<td>Patricia Gagnon</td>
<td>Joann Romano</td>
<td>Deanna Barney-Sisco</td>
<td>Tracy Martone</td>
<td>Jessica Hanna</td>
<td>Deborah Boyce</td>
</tr>
<tr>
<td>Social Studies</td>
<td>Karen Shaffer</td>
<td>Amanda Hoobler</td>
<td>Steve Freeman</td>
<td>Beth Whiteman</td>
<td>Deb LaPietro</td>
<td>Jamie Mullins</td>
<td></td>
</tr>
<tr>
<td>Tech Liaisons (2)</td>
<td>Molly Normile &amp; Carolyn Vogel</td>
<td>Emily Spooner-Smith &amp; Kate Tymeson</td>
<td>Marissa Muller &amp; Joe Sorrento</td>
<td>Trisha McLean &amp; Keith VanWagenen</td>
<td>Beth Ray &amp; Sarah Richardson</td>
<td>Joe Winchester &amp; Steve Wolf</td>
<td>Bernie Bott &amp; Rachel Peschieri</td>
</tr>
<tr>
<td>Head Librarians</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-12 ENL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Maura Nichols/ Lisa Lehman (Shared)</td>
<td>Melissa Gergen &amp; Bernie Bott</td>
</tr>
<tr>
<td>6-12 WLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lauren Anderson</td>
<td></td>
</tr>
<tr>
<td>6-8 SPED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Amanda Caposella</td>
<td></td>
</tr>
<tr>
<td>9-12 SPED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Jamie Distefano/ Morgan Bell (Shared)</td>
<td></td>
</tr>
<tr>
<td>HS CTE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Joan McGrath</td>
<td></td>
</tr>
<tr>
<td>Social Service Dog Program</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Catherine Ricchetti</td>
<td></td>
</tr>
</tbody>
</table>
7. **2019-20 Drivers Education**  
   John Gelatt  
   Drivers Education Instructor

8. **2019-20 Head Librarians - Stipended**  
   Guilderland High School  
   Melissa Gergen & Bernard Bott  
   Farnsworth Middle School  
   Lisa Lehman/Maura Nichols (shared)

9. **2019-20 Athletic Department - Stipended**  
   Athletic Manager at Farnsworth Middle School  
   Kim Buckley  
   Athletic Manager at Guilderland High School  
   Allison Reilyea

10. **2019-20 PM School Coordinator (Non-Administrator)**  
    Jonathan Ouckama, as PM School Coordinator for the 2019-20 school year at a salary of $10,000.

11. **2019-20 PM School Tutors**

<table>
<thead>
<tr>
<th>Name</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annette Sebuyira</td>
<td>Science</td>
</tr>
<tr>
<td>Deborah Boyce</td>
<td>Science</td>
</tr>
<tr>
<td>Brenna Autrey</td>
<td>English</td>
</tr>
<tr>
<td>Rachel Peschieri</td>
<td>Mathematics/Comp Sci</td>
</tr>
<tr>
<td>Libbie Chadwick</td>
<td>English</td>
</tr>
<tr>
<td>Danielle Benner</td>
<td>English</td>
</tr>
<tr>
<td>Jared Foro</td>
<td>Earth Science</td>
</tr>
<tr>
<td>Matthew Pinchinat</td>
<td>Social Studies</td>
</tr>
<tr>
<td>Arleen Schafer</td>
<td>Special Education - Co-teach Global 9 and excel in Algebra</td>
</tr>
<tr>
<td>Elizabeth Bremer</td>
<td>Math</td>
</tr>
<tr>
<td>Curtis Snyder</td>
<td>ES, Bio</td>
</tr>
<tr>
<td>Brooke Chandler</td>
<td>Math</td>
</tr>
<tr>
<td>Susan Stevens</td>
<td>Social Studies, could also do language arts</td>
</tr>
<tr>
<td>Nicole Kaya</td>
<td>Math</td>
</tr>
<tr>
<td>Suzanne Putorti</td>
<td>Math</td>
</tr>
</tbody>
</table>
12. **2019 Fall Coaching Appointments**

<table>
<thead>
<tr>
<th>Cross Country (Boys)</th>
<th>Varsity</th>
<th>Bill Tindale</th>
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</thead>
<tbody>
<tr>
<td>Assistant</td>
<td>Dana Doak</td>
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</tr>
<tr>
<td>Extramural (FMS)</td>
<td>Julianne Scanlan</td>
<td></td>
</tr>
<tr>
<td>Volunteer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cross Country (Girls)</td>
<td>Varsity</td>
<td>David Kosier</td>
</tr>
<tr>
<td>Assistant</td>
<td>Chris Scanlan – (Step 5)</td>
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<tr>
<td>Extramural (FMS)</td>
<td>Taylor Tommell</td>
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<tr>
<td>Volunteer</td>
<td>Taylor Mead/Carrie Rose Mulligan</td>
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<tr>
<td>Cheerleading</td>
<td>Varsity</td>
<td>Jessalynn Crusado</td>
</tr>
<tr>
<td>JV</td>
<td>Laura McConchie</td>
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<tr>
<td>Field Hockey</td>
<td>Varsity</td>
<td>Jennifer Sykes</td>
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<tr>
<td>Volunteer</td>
<td>Jessalyn Sweeney</td>
<td></td>
</tr>
<tr>
<td>JV</td>
<td>Hailey Marini</td>
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<tr>
<td></td>
<td>Modified</td>
<td>Sean McConaghy</td>
</tr>
<tr>
<td>Football</td>
<td>Varsity</td>
<td>Dan Penna</td>
</tr>
<tr>
<td>Assistant</td>
<td>Bill Schewe</td>
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</tr>
<tr>
<td>Assistant</td>
<td>Garth Childs</td>
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</tr>
<tr>
<td>Volunteer</td>
<td>John Winters</td>
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<tr>
<td>JV</td>
<td>Gary Bohl</td>
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<tr>
<td>Assistant</td>
<td>Nigel Simmons</td>
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<tr>
<td>Assistant</td>
<td>John Hulslander</td>
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<tr>
<td>Volunteer</td>
<td>Matt Breton, Joe Bender</td>
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<tr>
<td>Frosh</td>
<td>Jason Usher</td>
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<tr>
<td>Assistant</td>
<td>Chris Berschwinger – (Step 5)</td>
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<tr>
<td>Volunteers</td>
<td>Gary Lauver</td>
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<tr>
<td>Modified</td>
<td>Jeremy Barss</td>
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<tr>
<td>Assistant</td>
<td>Frank Cacckello</td>
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<tr>
<td>Assistant</td>
<td>Don Favro</td>
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<td>Volunteers</td>
<td>Evan Gallup</td>
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<tr>
<td>Sport</td>
<td>Level</td>
<td>Coach</td>
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<tr>
<td>Golf</td>
<td>Varsity</td>
<td>Andrew Ryan</td>
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<td>JV</td>
<td>Jon Mapstone</td>
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<tr>
<td>Soccer (Boys)</td>
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<td>Michael Kinnally</td>
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<td>Assistant</td>
<td>Joe Sorrento</td>
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<td>Jordan Weeden</td>
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<td>Brendan McGee</td>
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<td>Mark Banovic</td>
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<td>Curtis Snyder</td>
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<td></td>
<td>Assistant</td>
<td>Chelsea Corrow</td>
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<td>JV</td>
<td>Mike Schaffer</td>
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<td>Frosh</td>
<td>Nicole Zacchio – (Step 1)</td>
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<td>Modified</td>
<td>Jim Gula</td>
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<td>Swimming (Girls)</td>
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<td>John Urbanski</td>
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<tr>
<td></td>
<td>Volunteer</td>
<td>Jenna Bickel</td>
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<tr>
<td>Diving (Girls)</td>
<td>Varsity (1/2 Position)</td>
<td>Kristi Russell</td>
</tr>
<tr>
<td>Tennis</td>
<td>Varsity</td>
<td>Debra O’Brien</td>
</tr>
<tr>
<td></td>
<td>JV</td>
<td>Don Snyder</td>
</tr>
<tr>
<td>Volleyball (Boys)</td>
<td>Varsity</td>
<td>Reid Hartl – (Step 3)</td>
</tr>
<tr>
<td></td>
<td>JV</td>
<td>TBD</td>
</tr>
<tr>
<td>Volleyball Girls)</td>
<td>Varsity</td>
<td>Tamara Bryngelson-Eppard</td>
</tr>
<tr>
<td></td>
<td>Volunteer</td>
<td>Rich Nunziato</td>
</tr>
<tr>
<td></td>
<td>JV</td>
<td>Erin Murphy – (Step 5)</td>
</tr>
<tr>
<td></td>
<td>Modified</td>
<td>Kim Buckley</td>
</tr>
<tr>
<td>Strength Coach</td>
<td></td>
<td>Craig Jensen</td>
</tr>
</tbody>
</table>

13. **2019-2020 Appointments over 1.0 FTE**

<table>
<thead>
<tr>
<th>Name</th>
<th>Certification Area</th>
<th>School</th>
<th>FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Susan Curro</td>
<td>Music</td>
<td>GHS/FMS</td>
<td>1.1</td>
</tr>
<tr>
<td>Martin Curro</td>
<td>Health Education</td>
<td>FMS</td>
<td>1.05</td>
</tr>
</tbody>
</table>

*G. Resignations- Non-Instructional*

1. **Alicia VanAuken**, as a custodial worker is resigning effective August, 9, 2019. Ms. VanAuken has been with the district since June 10, 2013.

2. **Mary Capullo**, as a food service worker is resigning effective June 22, 2019. Ms. Capullo has been with the district since November 26, 2018.
3. **Alexander Wheeler-Castro**, as a food service worker is resigning effective June 30, 2019. Mr. Wheeler-Castro has been with the district since November 8, 2018.

4. **Daniel Weber**, as an automotive mechanic is resigning effective August 29, 2019 for the purpose of retirement. Mr. Weber has been with the district since December 2, 1991.

**H. Requests for a Leave of Absence- Non-Instructional**


**I. Terminations-Non Instructional**

1. **Shane Schroeder**, as a Summer Custodial Worker, is terminated effective close of business July 5, 2019.

**J. Appointments – Non-Instructional**


2. **Laurie Resila**, as a provisional Senior Keyboard Specialist at Guilderland High School, effective June 21, 2019.

3. **Courtney Follan**, as a probationary aide/monitor at Farnsworth Middle School, effective September 1, 2019.

4. **Martina Garrand**, as a probationary aide/monitor at Westmere Elementary School, effective September 1, 2019.

5. **Daniel Lucas**, as a probationary aide/monitor at Guilderland High School, effective September 1, 2019.


8. **Elizabeth Walk**, as a probationary food service worker at Farnsworth Middle School, effective August 28, 2019.


*K. 2019-20 Annual Part time Non-Instructional Appointments and/or Rates*

1. **Recycling Coordinator**  
   Erin O’Hara

2. **Continuing Education Secretary**  
   Laura Ashdown

3. **Internal Auditor- $23.27/hour**  
   Donna Jurczynski

*L. 2019 Summer Maintenance/Custodial Workers:*

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas Marston</td>
<td>Custodial Worker</td>
<td>7/15/2019 - 8/30/2019</td>
</tr>
</tbody>
</table>

*M. 2019 Summer Transportation: Bus Drivers, Bus Attendants, Substitute Bus Drivers, Substitute Bus Attendants*

Shane Schroeder  
Substitute School Bus Driver, Substitute School Bus Attendant

*N. Substitute Aides, Monitors, Bus Attendants, Bus Drivers, Food Service Workers, Cooks, Clerical Workers, Custodial Workers, Messengers, Auto or Maintenance Mechanics or Accountants:*

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elizabeth Conroy</td>
<td>Substitute Custodial Worker</td>
</tr>
<tr>
<td>Shane Schroeder</td>
<td>Substitute School Bus Driver</td>
</tr>
<tr>
<td>Alicia Van Auken</td>
<td>Substitute Custodial Worker</td>
</tr>
</tbody>
</table>

*O. Substitute 19A Driver/Trainer*

Theodora Mansfield
BUSINESS ACTION
August 13, 2019

1. Treasurer's Report for the Period Ending June 30, 2019

Attachment: Treasurer's Report for the period ending June 30, 2019
# GUILDERLAND CENTRAL SCHOOL DISTRICT
OPERATING FUNDS
SUMMARY OF TREASURER'S REPORTS
FOR THE PERIOD ENDING: June 30, 2019

<table>
<thead>
<tr>
<th>General Fund</th>
<th>Capital/Debt Service Fund</th>
<th>School Lunch Fund</th>
<th>Trust &amp; Agency Fund</th>
<th>Federal Aid Fund</th>
<th>Special Payroll Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>CASH ACCOUNT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance, Beginning of Month</td>
<td>$7,700,732.86</td>
<td>$1,199,172.64</td>
<td>$432,787.07</td>
<td>$2,494,957.60</td>
<td></td>
</tr>
<tr>
<td>Plus: Receipts</td>
<td>9,635,715.64</td>
<td>3,540,165.08</td>
<td>140,038.06</td>
<td>11,054,460.75</td>
<td></td>
</tr>
<tr>
<td>Less: Disbursements</td>
<td>14,535,149.81</td>
<td>269,368.77</td>
<td>141,867.88</td>
<td>10,871,737.13</td>
<td></td>
</tr>
<tr>
<td>Balance, End of Month</td>
<td>$2,801,298.69</td>
<td>$4,469,968.95</td>
<td>$430,957.25</td>
<td>$2,677,681.22</td>
<td></td>
</tr>
<tr>
<td>Reconciliation of Bank Balance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance, Beginning of Month</td>
<td>$3,494,008.81</td>
<td>$4,470,023.07</td>
<td>$456,868.97</td>
<td>$2,716,905.80</td>
<td></td>
</tr>
<tr>
<td>Less: Outstanding Checks</td>
<td>692,710.12</td>
<td>54.12</td>
<td>25,920.66</td>
<td>39,224.58</td>
<td></td>
</tr>
<tr>
<td>Plus: Receipts in Transit</td>
<td>0.00</td>
<td>0.00</td>
<td>8.94</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Adjusted Bank Balance</td>
<td>$2,801,298.69</td>
<td>$4,469,968.95</td>
<td>$430,957.25</td>
<td>$2,677,681.22</td>
<td></td>
</tr>
<tr>
<td>INVESTMENT ACCOUNT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Money Market Accounts</td>
<td>$6,408,930.22</td>
<td>$1,104,973.30</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>General Fund</th>
<th>Memorial Fund</th>
<th>Employee Benefit Reserve</th>
<th>Workers’ Comp Reserve</th>
<th>Repair Reserve</th>
<th>Retirement Contribution Reserve</th>
<th>Tax Cert Reserve</th>
<th>Capital Reserve</th>
</tr>
</thead>
<tbody>
<tr>
<td>PUBLIC FUNDS MONEY MKT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance, Beginning of Month</td>
<td>$97,776.61</td>
<td>$387,671.31</td>
<td>$947,649.77</td>
<td>$827,814.01</td>
<td>$57,454.22</td>
<td>$3,301,534.23</td>
<td>$362,520.22</td>
</tr>
<tr>
<td>Plus: Receipts</td>
<td>2.72</td>
<td>210.38</td>
<td>26.41</td>
<td>23.07</td>
<td>1.60</td>
<td>92.00</td>
<td>10.10</td>
</tr>
<tr>
<td>Less: Disbursements (See Note)</td>
<td>97,164.20</td>
<td>11,750.00</td>
<td>941,714.40</td>
<td>822,629.20</td>
<td>57,094.37</td>
<td>3,280,855.87</td>
<td>360,249.66</td>
</tr>
<tr>
<td>Balance Per Register</td>
<td>$615.13</td>
<td>$376,131.69</td>
<td>$5,961.78</td>
<td>$5,207.88</td>
<td>$361.45</td>
<td>$20,770.36</td>
<td>$2,280.66</td>
</tr>
</tbody>
</table>

Note: $6,000,000 invested in High Yield New York Liquid Asset Fund.

John L. Rizzo
Treasurer

Attachment: Treasurer’s Report for the period ending June 30, 2019 (Treasurer’s Report)
BUSINESS ACTION
August 13, 2019

2. Revenue Report for the Period Ending June 30, 2019

Attachment: Revenue Report for the period ending June 30, 2019
## GUILDERLAND CENTRAL SCHOOL DISTRICT
### REVENUE REPORT 2018-2019

<table>
<thead>
<tr>
<th></th>
<th>ESTIMATED REVENUES 2018-19</th>
<th>RECEIVED THROUGH 06/30/2019</th>
<th>ANTICIPATED REVENUES FOR REMAINDER OF YEAR</th>
<th>PROBABLE BALANCE OVER (UNDER)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TAXES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real Property</td>
<td>$66,862,374.00</td>
<td>$67,069,241.53</td>
<td>$0.00</td>
<td>$206,867.53</td>
</tr>
<tr>
<td>School Tax Relief Reimbursement</td>
<td>5,435,083.00</td>
<td>5,238,014.73</td>
<td>0.00</td>
<td>-197,068.27</td>
</tr>
<tr>
<td>Payment in Lieu of Taxes</td>
<td>73,570.00</td>
<td>39,508.92</td>
<td>0.00</td>
<td>-34,061.08</td>
</tr>
<tr>
<td>Interest &amp; Penalties</td>
<td>5,600.00</td>
<td>6,010.69</td>
<td>0.00</td>
<td>410.69</td>
</tr>
<tr>
<td><strong>TUITION-INDIVIDUALS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Day School</td>
<td>11,000.00</td>
<td>0.00</td>
<td>0.00</td>
<td>-11,000.00</td>
</tr>
<tr>
<td>Continuing Education</td>
<td>35,000.00</td>
<td>33,713.50</td>
<td>0.00</td>
<td>-1,286.50</td>
</tr>
<tr>
<td>Summer School</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>RENTAL:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real Property &amp; Building Use</td>
<td>54,033.00</td>
<td>48,240.50</td>
<td>0.00</td>
<td>-5,792.50</td>
</tr>
<tr>
<td>BOCES</td>
<td>188,700.00</td>
<td>181,300.00</td>
<td>0.00</td>
<td>-7,400.00</td>
</tr>
<tr>
<td><strong>SERVICES OTHER DIST &amp; GOVT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Day School Tuition-Foster Students</td>
<td>75,000.00</td>
<td>173,429.84</td>
<td>30,040.25</td>
<td>128,470.09</td>
</tr>
<tr>
<td>BOCES</td>
<td>279,000.00</td>
<td>257,250.00</td>
<td>0.00</td>
<td>-21,750.00</td>
</tr>
<tr>
<td>Health Services</td>
<td>49,000.00</td>
<td>63,811.95</td>
<td>0.00</td>
<td>14,811.95</td>
</tr>
<tr>
<td>Transportation</td>
<td>21,000.00</td>
<td>21,166.50</td>
<td>0.00</td>
<td>166.50</td>
</tr>
<tr>
<td>Special Education Services</td>
<td>1,500.00</td>
<td>25,467.87</td>
<td>0.00</td>
<td>23,967.87</td>
</tr>
<tr>
<td><strong>ADMISSIONS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletic</td>
<td>16,500.00</td>
<td>13,262.00</td>
<td>0.00</td>
<td>-3,238.00</td>
</tr>
<tr>
<td><strong>COMPENSATION FOR LOSSES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance Recoveries</td>
<td>300.00</td>
<td>0.00</td>
<td>0.00</td>
<td>-300.00</td>
</tr>
<tr>
<td>Refund of Prior Years Expense</td>
<td>151,000.00</td>
<td>166,474.01</td>
<td>0.00</td>
<td>15,474.01</td>
</tr>
<tr>
<td><strong>STUDENT FEES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Music Instruments &amp; Other Fees</td>
<td>22,000.00</td>
<td>18,193.00</td>
<td>0.00</td>
<td>-3,807.00</td>
</tr>
<tr>
<td>Other Unclassified Revenues</td>
<td>237,500.00</td>
<td>65,469.16</td>
<td>6,500.00</td>
<td>-165,530.84</td>
</tr>
<tr>
<td>Interest Earned on Investments</td>
<td>170,000.00</td>
<td>427,818.53</td>
<td>0.00</td>
<td>257,818.53</td>
</tr>
<tr>
<td><strong>TOTAL LOCAL REVENUES</strong></td>
<td>$73,688,160.00</td>
<td>$73,848,372.73</td>
<td>$36,540.25</td>
<td>$196,752.98</td>
</tr>
<tr>
<td><strong>STATE AID:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Formula</td>
<td>24,033,843.00</td>
<td>24,026,797.10</td>
<td>0.00</td>
<td>-7,045.90</td>
</tr>
<tr>
<td>BOCES</td>
<td>1,332,987.00</td>
<td>1,397,475.30</td>
<td>0.00</td>
<td>64,488.30</td>
</tr>
<tr>
<td>Textbook, Software, Library, Hardware</td>
<td>476,025.00</td>
<td>470,287.00</td>
<td>0.00</td>
<td>-5,738.00</td>
</tr>
<tr>
<td>Medicaid</td>
<td>125,000.00</td>
<td>146,299.43</td>
<td>0.00</td>
<td>21,299.43</td>
</tr>
<tr>
<td><strong>TOTAL STATE AID</strong></td>
<td>$25,967,855.00</td>
<td>$26,040,858.83</td>
<td>$0.00</td>
<td>$73,003.83</td>
</tr>
<tr>
<td><strong>INTERFUND TRANSFER</strong></td>
<td>250,000.00</td>
<td>0.00</td>
<td>250,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$99,906,015.00</td>
<td>$99,889,231.56</td>
<td>$286,540.25</td>
<td>$269,756.81</td>
</tr>
<tr>
<td>Appropriation of Fund Balance</td>
<td>849,500.00</td>
<td>0.00</td>
<td>849,500.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Appropriated Reserves</td>
<td>170,000.00</td>
<td></td>
<td>170,000.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES BUDGET</strong></td>
<td>$100,925,515.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Approval Signature
BUSINESS ACTION
August 13, 2019

3. **Expense Report for the Period Ending June 30, 2019**

   Attachment: Expense Report for the period ending June 30, 2019
<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Budget</th>
<th>Adjustments</th>
<th>Adj. Budget</th>
<th>Expensed</th>
<th>Encumbered</th>
<th>Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1010.4</td>
<td>Contractual And Other</td>
<td>6,000</td>
<td>3,350</td>
<td>9,350</td>
<td>8,998.50</td>
<td>0.00</td>
<td>351.50</td>
</tr>
<tr>
<td>A1010.45</td>
<td>Materials And Supplies</td>
<td>1,500</td>
<td>0.00</td>
<td>1,500</td>
<td>1,568.50</td>
<td>0.00</td>
<td>-68.50</td>
</tr>
<tr>
<td>1010</td>
<td>BOARD OF EDUCATION</td>
<td>*</td>
<td>7,500</td>
<td>3,350</td>
<td>10,850</td>
<td>10,567.00</td>
<td>0.00</td>
</tr>
<tr>
<td>A1040.4</td>
<td>Noninstructional Salaries</td>
<td>6,641</td>
<td>33.00</td>
<td>6,674</td>
<td>6,673.78</td>
<td>0.00</td>
<td>0.22</td>
</tr>
<tr>
<td>A1040.4</td>
<td>Contractual And Other</td>
<td>250.00</td>
<td>-33.00</td>
<td>217.00</td>
<td>199.00</td>
<td>0.00</td>
<td>18.00</td>
</tr>
<tr>
<td>A1040.45</td>
<td>Materials And Supplies</td>
<td>100.00</td>
<td>0.00</td>
<td>100.00</td>
<td>45.00</td>
<td>0.00</td>
<td>55.00</td>
</tr>
<tr>
<td>1040</td>
<td>DISTRICT CLERK</td>
<td>*</td>
<td>6,991</td>
<td>0.00</td>
<td>6,991</td>
<td>6,917.78</td>
<td>0.00</td>
</tr>
<tr>
<td>A1060.4</td>
<td>Contractual And Other</td>
<td>50,170</td>
<td>300.00</td>
<td>50,470</td>
<td>47,608.21</td>
<td>0.00</td>
<td>2,861.79</td>
</tr>
<tr>
<td>A1060.45</td>
<td>Materials And Supplies</td>
<td>250.00</td>
<td>110.00</td>
<td>360.00</td>
<td>346.00</td>
<td>0.00</td>
<td>14.00</td>
</tr>
<tr>
<td>1060</td>
<td>DISTRICT MEETING</td>
<td>*</td>
<td>50,420</td>
<td>410.00</td>
<td>50,830</td>
<td>47,954.21</td>
<td>0.00</td>
</tr>
<tr>
<td>A1240.15</td>
<td>Instructional Salaries</td>
<td>202,459</td>
<td>0.00</td>
<td>202,459</td>
<td>202,459</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>A1240.16</td>
<td>Noninstructional Salaries</td>
<td>46,889</td>
<td>250.00</td>
<td>47,139</td>
<td>47,139.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>A1240.4</td>
<td>Contractual And Other</td>
<td>4,600</td>
<td>-317.10</td>
<td>4,282.90</td>
<td>4,124.90</td>
<td>0.00</td>
<td>158.00</td>
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<tr>
<td>A1240.45</td>
<td>Materials And Supplies</td>
<td>2,825</td>
<td>1.48</td>
<td>2,826.48</td>
<td>2,818.82</td>
<td>0.00</td>
<td>7.66</td>
</tr>
<tr>
<td>1240</td>
<td>CHIEF SCHOOL ADMINISTRATOR</td>
<td>*</td>
<td>256,773</td>
<td>-65.62</td>
<td>256,707.38</td>
<td>256,541.72</td>
<td>0.00</td>
</tr>
<tr>
<td>A1310.15</td>
<td>Instructional Salaries</td>
<td>161,604</td>
<td>596.00</td>
<td>162,200.00</td>
<td>162,200</td>
<td>0.00</td>
<td>0.00</td>
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Attachment: Expense Report for the period ending June 30, 2019 (Expense Report)
### Appropriation Status Detail Report By ST3 Format From 7/1/2018 To 6/30/2019

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## Appropriation Status Detail Report By ST3 Format From 7/1/2018 To 6/30/2019

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<td>Instructional Salaries</td>
<td>256,318.00</td>
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<td>253,753.00</td>
<td>240,286.49</td>
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<tr>
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<td>Contractual And Other</td>
<td>13,000.00</td>
<td>1,491.00</td>
<td>14,491.00</td>
<td>11,663.66</td>
<td>0.00</td>
<td>2,827.34</td>
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<tr>
<td><strong>2850</strong></td>
<td><strong>CO-CURRICULAR ACTIV-REG SCHL</strong></td>
<td><em>269,318.00</em></td>
<td><strong>-1,074.00</strong></td>
<td><strong>268,244.00</strong></td>
<td><strong>251,950.15</strong></td>
<td>0.00</td>
<td><strong>16,293.85</strong></td>
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<tr>
<td>A2855.15</td>
<td>Instructional Salaries</td>
<td>529,755.00</td>
<td>386.00</td>
<td>530,141.00</td>
<td>530,140.72</td>
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<td>0.28</td>
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<tr>
<td>A2855.16</td>
<td>Noninstructional Salaries</td>
<td>111,222.00</td>
<td>-386.00</td>
<td>110,836.00</td>
<td>100,294.65</td>
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<tr>
<td>A2855.2c</td>
<td>Equipment</td>
<td>13,400.00</td>
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<td>13,400.00</td>
<td>13,400.00</td>
<td>0.00</td>
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<tr>
<td>A2855.4c</td>
<td>Contractual And Other</td>
<td>118,875.00</td>
<td>-4,892.00</td>
<td>113,983.00</td>
<td>113,395.84</td>
<td>0.00</td>
<td>567.16</td>
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<tr>
<td>A2855.45</td>
<td>Materials And Supplies</td>
<td>44,830.00</td>
<td>1,494.24</td>
<td>46,324.24</td>
<td>42,436.45</td>
<td>2,962.00</td>
<td>925.79</td>
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<tr>
<td>A2855.49</td>
<td>Boces Services</td>
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<td>4,892.00</td>
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<td>0.00</td>
<td>487.00</td>
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<td><strong>2855</strong></td>
<td><strong>INTERSCHOOL ATHLETICS-REG SCHL</strong></td>
<td><em>818,082.00</em></td>
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<td><strong>819,576.24</strong></td>
<td><strong>804,072.66</strong></td>
<td>2,962.00</td>
<td><strong>12,541.58</strong></td>
</tr>
<tr>
<td>Account</td>
<td>Description</td>
<td>Budget</td>
<td>Adjustments</td>
<td>Adj. Budget</td>
<td>Expensed</td>
<td>Encumbered</td>
<td>Available</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------------------------------------</td>
<td>--------------</td>
<td>--------------</td>
<td>---------------</td>
<td>-----------</td>
<td>------------</td>
<td>-----------</td>
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<tr>
<td>A5510.16a</td>
<td>Noninstructional Salaries Excl. Super.</td>
<td>3,035,176.00</td>
<td>-147,589.00</td>
<td>2,887,587.00</td>
<td>2,887,586.81</td>
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<tr>
<td>A5510.16b</td>
<td>Noninstructional Salaries (Trans Supervi)</td>
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<td>212,293.00</td>
<td>212,136.91</td>
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<td>A5510.2</td>
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<td>316,150.70</td>
<td>319,150.70</td>
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<td>-14,198.03</td>
<td>238,676.97</td>
<td>217,593.71</td>
<td>14,452.20</td>
<td>6,631.06</td>
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<tr>
<td>A5510.45</td>
<td>Materials And Supplies</td>
<td>562,800.00</td>
<td>-22,786.58</td>
<td>540,013.42</td>
<td>495,033.57</td>
<td>0.00</td>
<td>44,979.85</td>
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<tr>
<td>A5510.49a</td>
<td>Buses &amp; Bus Driver Training</td>
<td>1,212.00</td>
<td>929.00</td>
<td>2,141.00</td>
<td>2,140.32</td>
<td>0.00</td>
<td>0.68</td>
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<tr>
<td>5510</td>
<td>DISTRICT TRANSPORT</td>
<td>* 4,067,356.00</td>
<td>132,506.09</td>
<td>4,199,862.09</td>
<td>4,118,577.22</td>
<td>14,452.20</td>
<td>66,832.67</td>
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<tr>
<td>A5530.16</td>
<td>Noninstructional Salaries</td>
<td>14,454.00</td>
<td>0.00</td>
<td>14,454.00</td>
<td>7,881.30</td>
<td>0.00</td>
<td>6,572.70</td>
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<td>A5530.4</td>
<td>Contractual And Other</td>
<td>133,650.00</td>
<td>10,033.79</td>
<td>143,683.79</td>
<td>138,142.73</td>
<td>2,800.00</td>
<td>2,741.06</td>
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<tr>
<td>A5530.45</td>
<td>Materials And Supplies</td>
<td>13,500.00</td>
<td>32.08</td>
<td>13,532.08</td>
<td>6,633.84</td>
<td>0.00</td>
<td>6,898.24</td>
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<td>5530</td>
<td>GARAGE BUILDING</td>
<td>* 161,604.00</td>
<td>10,065.87</td>
<td>171,669.87</td>
<td>152,657.87</td>
<td>2,800.00</td>
<td>16,212.00</td>
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<td>Contract Transportation</td>
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<td>867,495.77</td>
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<td>1.23</td>
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<td>A9010.8</td>
<td>State Retirement</td>
<td>1,415,300.00</td>
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<td>1,415,300.00</td>
<td>1,316,330.01</td>
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<td>98,969.99</td>
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<td>A9020.8</td>
<td>Teachers' Retirement</td>
<td>* 4,530,500.00</td>
<td>0.00</td>
<td>4,530,500.00</td>
<td>4,499,687.14</td>
<td>0.00</td>
<td>30,812.86</td>
</tr>
<tr>
<td>A9030.8</td>
<td>TEACHERS' RETIREMENT</td>
<td>* 4,530,500.00</td>
<td>0.00</td>
<td>4,530,500.00</td>
<td>4,499,687.14</td>
<td>0.00</td>
<td>30,812.86</td>
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<tr>
<td>A9040.8</td>
<td>Social Security</td>
<td>3,814,100.00</td>
<td>-15,093.00</td>
<td>3,799,007.00</td>
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<td>292,018.00</td>
<td>257,387.41</td>
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<td>2,568.00</td>
<td>83,648.00</td>
<td>83,647.79</td>
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<tr>
<td>A9060.8</td>
<td>Unemployment Insurance</td>
<td>20,000.00</td>
<td>-2,568.77</td>
<td>17,431.23</td>
<td>16,789.40</td>
<td>0.00</td>
<td>641.83</td>
</tr>
<tr>
<td>A9060.8</td>
<td>UNEMPLOYMENT INSURANCE</td>
<td>* 20,000.00</td>
<td>-2,568.77</td>
<td>17,431.23</td>
<td>16,789.40</td>
<td>0.00</td>
<td>641.83</td>
</tr>
<tr>
<td>A9060.8</td>
<td>Hospital, Medical And Dental</td>
<td>16,485,190.00</td>
<td>-216,012.00</td>
<td>16,269,178.00</td>
<td>15,985,706.00</td>
<td>0.00</td>
<td>283,472.00</td>
</tr>
<tr>
<td>A9060.8</td>
<td>HOSPITAL, MEDICAL &amp; DENTAL INS</td>
<td>* 16,485,190.00</td>
<td>-216,012.00</td>
<td>16,269,178.00</td>
<td>15,985,706.00</td>
<td>0.00</td>
<td>283,472.00</td>
</tr>
<tr>
<td>A9089.8</td>
<td>Other, (Specify)</td>
<td>350,000.00</td>
<td>82,982.00</td>
<td>432,982.00</td>
<td>432,981.94</td>
<td>0.00</td>
<td>0.06</td>
</tr>
<tr>
<td>A9711.6</td>
<td>Serial Bonds - School</td>
<td>* 350,000.00</td>
<td>82,982.00</td>
<td>432,982.00</td>
<td>432,981.94</td>
<td>0.00</td>
<td>0.06</td>
</tr>
<tr>
<td>A9711.7</td>
<td>Serial Bonds - School</td>
<td>4,710,000.00</td>
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<td>4,710,000.00</td>
<td>4,710,000.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>9711</td>
<td>SERIAL BOND</td>
<td>* 5,677,500.00</td>
<td>0.02</td>
<td>5,677,500.02</td>
<td>5,677,500.02</td>
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<td>0.00</td>
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<tr>
<td>A9732.6</td>
<td>Bond Anticipation Notes Bus</td>
<td>1,072,100.00</td>
<td>0.00</td>
<td>1,072,100.00</td>
<td>1,072,100.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Account</td>
<td>Description</td>
<td>Budget</td>
<td>Adjustments</td>
<td>Adj. Budget</td>
<td>Expensed</td>
<td>Encumbered</td>
<td>Available</td>
</tr>
<tr>
<td>----------</td>
<td>------------------------------------</td>
<td>----------</td>
<td>-------------</td>
<td>-------------</td>
<td>-----------</td>
<td>------------</td>
<td>-----------</td>
</tr>
<tr>
<td>A9732.7</td>
<td>Bond Anticipation Notes Bus</td>
<td>73,617.00</td>
<td>0.75</td>
<td>73,617.75</td>
<td>73,617.75</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>9732</td>
<td>Bond Anticipation Notes Bus</td>
<td>1,145,717.00</td>
<td>0.75</td>
<td>1,145,717.75</td>
<td>1,145,717.75</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>A9901.95</td>
<td>Transfer To Special Aid</td>
<td>300,000.00</td>
<td>0.00</td>
<td>300,000.00</td>
<td>285,640.56</td>
<td>0.00</td>
<td>14,359.44</td>
</tr>
<tr>
<td>9901</td>
<td>TRANSFER TO SPECIAL AID</td>
<td>300,000.00</td>
<td>0.00</td>
<td>300,000.00</td>
<td>285,640.56</td>
<td>0.00</td>
<td>14,359.44</td>
</tr>
<tr>
<td>A9950.9</td>
<td>Transfer To Capital Funds</td>
<td>0.00</td>
<td>3,365,700.00</td>
<td>3,365,700.00</td>
<td>3,365,700.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>9950</td>
<td>TRANSFER TO CAPITAL</td>
<td>0.00</td>
<td>3,365,700.00</td>
<td>3,365,700.00</td>
<td>3,365,700.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Fund A Totals: 100,925,515.00 3,938,538.56 104,864,053.56 103,153,781.65 281,167.60 1,429,104.31

Grand Totals: 100,925,515.00 3,938,538.56 104,864,053.56 103,153,781.65 281,167.60 1,429,104.31
BUSINESS ACTION
August 13, 2019

4. School Lunch Fund Report for the Period Ending June 30, 2019

Attachment: School Lunch Funds for the period ending June 30, 2019
## GUILDERLAND CENTRAL SCHOOL DISTRICT
### SCHOOL LUNCH FUND
#### Breakfast Operating Statement
For the Fiscal Period Ending June 30, 2019

<table>
<thead>
<tr>
<th>INCOME</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sale of food: Student Breakfast</td>
<td>$11,871.79</td>
</tr>
<tr>
<td>Other</td>
<td>$19,083.65</td>
</tr>
<tr>
<td>State Aid Earned to Date</td>
<td>$30,955.44</td>
</tr>
<tr>
<td><strong>TOTAL INCOME</strong></td>
<td><strong>46,790.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Goods Sold</td>
<td>$21,836.30</td>
</tr>
<tr>
<td>Salaries</td>
<td>$22,088.85</td>
</tr>
<tr>
<td>Benefits: Retirement</td>
<td></td>
</tr>
<tr>
<td>Fica</td>
<td>$1,689.80</td>
</tr>
<tr>
<td>Health</td>
<td>$13,140.00</td>
</tr>
<tr>
<td>Workmens' Comp</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
</tr>
<tr>
<td>Material &amp; Supplies</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
<td></td>
</tr>
<tr>
<td>Repairs</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL EXPENSE</strong></td>
<td><strong>$58,754.95</strong></td>
</tr>
</tbody>
</table>

**EXCESS INCOME OVER EXP**

**$18,990.49**

**EXCESS EXP OVER INCOME**

**$0.00**
# GUILDERLAND CENTRAL SCHOOL DISTRICT
## SCHOOL LUNCH FUND
### Lunch Operating Statement
For the Fiscal Period Ending June 30, 2019

## INCOME

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sale of food: Student Lunches</td>
<td>$489,536.50</td>
</tr>
<tr>
<td>Other</td>
<td>$378,996.93</td>
</tr>
<tr>
<td><strong>TOTAL INCOME</strong></td>
<td>$1,353,439.87</td>
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</table>

## EXPENSE

### Cost of Sales:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inventory, 7/1/18</td>
<td>$44,541.47</td>
</tr>
<tr>
<td>Plus Food Purch &amp; Encumb:</td>
<td></td>
</tr>
<tr>
<td>Groceries</td>
<td>$211,849.15</td>
</tr>
<tr>
<td>Baked Goods</td>
<td>13,968.14</td>
</tr>
<tr>
<td>Ice Cream</td>
<td>20,953.32</td>
</tr>
<tr>
<td>Dairy Products</td>
<td>34,770.98</td>
</tr>
<tr>
<td>Produce</td>
<td>26,972.97</td>
</tr>
<tr>
<td>Meat</td>
<td>48,184.99</td>
</tr>
<tr>
<td>Value of Surplus Food</td>
<td>74,241.42</td>
</tr>
<tr>
<td><strong>Goods Available for Use</strong></td>
<td>$430,940.97</td>
</tr>
<tr>
<td>Less: Inventory 6/30/19</td>
<td>$475,482.44</td>
</tr>
<tr>
<td><strong>Cost of Goods Sold</strong></td>
<td>$424,370.38</td>
</tr>
<tr>
<td>Salaries</td>
<td>485,681.94</td>
</tr>
<tr>
<td>Benefits: Retirement</td>
<td></td>
</tr>
<tr>
<td>Fica</td>
<td>55,896.22</td>
</tr>
<tr>
<td>Health</td>
<td>31,873.19</td>
</tr>
<tr>
<td>Health</td>
<td>177,530.77</td>
</tr>
<tr>
<td>Workmens' Comp.</td>
<td>1,566.87</td>
</tr>
<tr>
<td>Equipment</td>
<td>4,553.77</td>
</tr>
<tr>
<td>Materials &amp; Supplies</td>
<td>29,684.35</td>
</tr>
<tr>
<td>Travel - In District</td>
<td>2,560.09</td>
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<tr>
<td>Travel - Conference</td>
<td>296.90</td>
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<tr>
<td>Miscellaneous Expenses</td>
<td>17,924.44</td>
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<tr>
<td>Repairs</td>
<td>10,356.96</td>
</tr>
<tr>
<td><strong>TOTAL EXPENSE</strong></td>
<td>$1,242,295.88</td>
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## EXCESS INCOME OVER EXP

<table>
<thead>
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</thead>
<tbody>
<tr>
<td><strong>EXCESS INCOME OVER EXP</strong></td>
<td>$111,143.99</td>
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</table>

## EXCESS EXP OVER INCOME
## SCHOOL LUNCH FUND
GUILDERLAND CENTRAL SCHOOL DISTRICT

**FOR THE SCHOOL YEAR 2018-2019**

### INCOME (INCL JULY/AUG)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>NOV.</th>
<th>DEC.</th>
<th>JAN. 2019</th>
<th>FEB.</th>
<th>MARCH</th>
<th>APRIL</th>
<th>MAY</th>
<th>JUNE</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. of school days</td>
<td>15</td>
<td>16</td>
<td>15</td>
<td>21</td>
<td>15</td>
<td>21</td>
<td>16</td>
<td>21</td>
</tr>
<tr>
<td>Student Lunch</td>
<td>35531.65</td>
<td>57378.08</td>
<td>43665.65</td>
<td>42544.58</td>
<td>60111.21</td>
<td>35768.41</td>
<td>54744.65</td>
<td>52208.55</td>
</tr>
<tr>
<td>Other Student Lunch</td>
<td>28420.58</td>
<td>45861.24</td>
<td>33174.03</td>
<td>33157.12</td>
<td>44621.93</td>
<td>30076.26</td>
<td>43910.39</td>
<td>34996.98</td>
</tr>
<tr>
<td>Commissions</td>
<td>551.82</td>
<td>779.60</td>
<td>476.86</td>
<td>437.36</td>
<td>738.47</td>
<td>538.67</td>
<td>483.07</td>
<td>694.71</td>
</tr>
<tr>
<td>State Aid Earned</td>
<td>33028.00</td>
<td>50534.00</td>
<td>36800.06</td>
<td>35201.00</td>
<td>49117.00</td>
<td>32702.00</td>
<td>46276.00</td>
<td>37723.00</td>
</tr>
<tr>
<td>Value of Surplus Food</td>
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<td>13691.56</td>
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### Expenses

<table>
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<td>19061.24</td>
<td>1909.80</td>
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<tr>
<td>Value of Surplus Food</td>
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<td>13691.56</td>
<td>1937.98</td>
<td>3798.27</td>
<td>4831.59</td>
<td>19061.24</td>
<td>1909.80</td>
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<td>$161,598.09</td>
<td>$148,429.88</td>
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**Profit/Loss**

| **Profit/Loss** | (52,704.01) | $36,169.91 | $22,263.68 | $39,235.78 | (3,213.21) | $577.25 | $15,994.19 | $19,852.08 |

**Accum.**

| **Accum.** | $39,114.99 | $111,114.99 |

Attachment: School Lunch Funds for the period ending June 30, 2019 (School Lunch Fund Fund)
5. Fund Balance Estimate Report for the Period Ending June 30, 2019
6. **Extraclassroom Activity Funds Annual Report for the Period Ending June 30, 2019**

   Attachment: Extraclassroom Activity Funds Annual Report for the Period Ending June 30, 2019
## Extraclassroom Activity Funds Annual Report for the Period Ending June 30, 2019

### GUILDERLAND CENTRAL SCHOOL DISTRICT
### EXTRACCLASSROOM ACTIVITY FUND
### ANNUAL STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
### 07/01/18 - 06/30/19

<table>
<thead>
<tr>
<th>Fund</th>
<th>Cash Balances 07/01/18</th>
<th>Cash Receipts</th>
<th>Cash Disbursements</th>
<th>Cash Balances 06/30/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Altamont Elementary Fund</td>
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<td><strong>Subtotal</strong></td>
<td><strong>26,227.01</strong></td>
<td><strong>58,053.42</strong></td>
<td><strong>61,777.75</strong></td>
<td><strong>22,502.68</strong></td>
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</table>

#### Farnsworth Middle School Activity:

<table>
<thead>
<tr>
<th>Account</th>
<th>Cash Balances 07/01/18</th>
<th>Cash Receipts</th>
<th>Cash Disbursements</th>
<th>Cash Balances 06/30/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Team Accounts</td>
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#### High School Activity:

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<tr>
<th>Account</th>
<th>Cash Balances 07/01/18</th>
<th>Cash Receipts</th>
<th>Cash Disbursements</th>
<th>Cash Balances 06/30/19</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Class of '19</td>
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<td>28,553.88</td>
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</table>
### GUILDERLAND CENTRAL SCHOOL DISTRICT
### EXTRACLASSROOM ACTIVITY FUND
### ANNUAL STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
#### 07/01/18 - 06/30/19

#### High School Activity (Cont.):

<table>
<thead>
<tr>
<th>Fund</th>
<th>Balances 07/01/18</th>
<th>Cash Receipts</th>
<th>Cash Disbursements</th>
<th>Balances 06/30/19</th>
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<td>0.00</td>
<td>35.00</td>
<td>357.08</td>
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</table>

**Subtotal**

|                    | 113,263.79       | 306,367.47    | 285,958.36         | 133,672.90        |

**Total**

|        | $181,334.39      | $544,192.14   | $520,818.20        | $204,708.33       |

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John Rizzo  
Treasurer
A. Culturally Responsive-Sustaining Education Framework

Included for your information is a copy of the New York State Education Department's Culturally Responsive- Sustaining Education Framework (CS-R). CS-R is intended to help education stakeholders create student-centered learning environments that affirm cultural identities; foster positive academic outcomes; develop students’ abilities to connect across lines of difference; elevate historically marginalized voices; empower students as agents of social change; and contribute to individual student engagement, learning, growth, and achievement through the cultivation of critical thinking. The framework was designed to support education stakeholders in developing and implementing policies that educate all students effectively and equitably, as well as provide appropriate supports and services to promote positive student outcomes.

Historically, education debates have been polarized, with difference sometimes being viewed as an individual deficit. The CR-S Framework aligns with and marks our journey forward and begins the evolution toward leveraging difference as an asset. The framework is grounded in four principles:

- Welcoming and Affirming Environment
- High Expectations and Rigorous Instruction
- Inclusive Curriculum and Assessment
- Ongoing Professional Learning

Attachment: nysed culturally-responsive-sustaining-education-framework 8-13-19
Culturally Responsive-Sustaining Education Framework
The CR-S framework helps educators create student-centered learning environments that: affirm racial, linguistic and cultural identities; prepare students for rigor and independent learning, develop students' abilities to connect across lines of difference; elevate historically marginalized voices; and empower students as agents of social change.
ACKNOWLEDGMENTS

NYSED would like to acknowledge members of the Culturally Responsive-Sustaining Education Expert Committee who conceived of NYSED’s definition of CR-S and provided the theoretical framework for this policy guide.

NYSED would also like to acknowledge members of the Board of Regents-nominated Advisory Panel for their guidance and continued partnership on this initiative.

The Culturally Responsive-Sustaining Framework is the collective insight of the various stakeholders we engaged with while creating this document from the ground up. We are grateful to the multitude of teachers, students, parents, administrators, community advocates, and higher education faculty who participated.

We would like to thank the students of El Puente Academy for Peace and Justice (Jorman Esparza, Yomeiry Bautista, Genesys Salcedo, Rosalind Reyes) for their guidance in drafting the guidelines for students.

We would like to thank the following offices for their collaboration and feedback:
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Office of Accountability under the direction of Ira Schwartz
Office of Higher Education under the direction of John D’Agati
Office of Assessment under the direction of Steven Katz
Office of Adult Career & Continuing Education Services under the direction of Kevin Smith


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New York State Education Department and Leadership for Educational Equity

Culturally Responsive-Sustaining Framework project management team:
Makila S. Meyers, Ed.D, Regents Research Fellow (RRF) for Culturally Responsive-Sustaining Education
Julia C. Lamberti, Leadership for Educational Equity (LEE) Policy Fellow
Juliette Lyons-Thomas, Ph.D, New York State Education Department
For more than a century, education providers throughout the United States have strived and struggled to meet the diverse needs of American children and families. A complex system of biases and structural inequities is at play, deeply rooted in our country’s history, culture, and institutions. This system of inequity—which routinely confers advantage and disadvantage based on linguistic background, gender, skin color, and other characteristics—must be clearly understood, directly challenged, and fundamentally transformed.

In January 2018, the New York State Board of Regents directed the Office of P-12 Education and Higher Education to convene a panel of experts, engage with stakeholders, and develop from the ground up a framework for culturally responsive-sustaining education. The New York University Metropolitan Center for Research on Equity and the Transformation of Schools, under the leadership of Dr. David Kirkland, drafted a robust guidance document that served as a springboard for this initiative. The New York State Education Department presented this guidance document to students, teachers, parents, school and district leaders, higher education faculty, community advocates, and policymakers. The guidelines in this document represent the collective insight of this work.

The Culturally Responsive-Sustaining (CR-S) framework is intended to help education stakeholders create student-centered learning environments that affirm cultural identities; foster positive academic outcomes; develop students’ abilities to connect across lines of difference; elevate historically marginalized voices;
empower students as agents of social change; and contribute to individual student engagement, learning, growth, and achievement through the cultivation of critical thinking. The framework was designed to support education stakeholders in developing and implementing policies that educate all students effectively and equitably, as well as provide appropriate supports and services to promote positive student outcomes.

Historically, education debates have been polarized, with difference sometimes being viewed as an individual deficit. The CR-S Framework marks our journey forward and begins the evolution toward leveraging difference as an asset. The framework is grounded in four principles:

- Welcoming and Affirming Environment
- High Expectations and Rigorous Instruction
- Inclusive Curriculum and Assessment
- Ongoing Professional Learning

Each principle is illustrated by a set of features rooted in elements of quality education that illustrate how CR-S might look in practice across a range of domains, from the State Education Department to the classroom. The framework represents an opportunity for stakeholders to continue to work together and plan for the unique needs of their communities.

The New York State Education Department recognizes much of this work is already happening across the state and looks forward to an even deeper understanding of culturally responsive-sustaining education in New York State schools, districts, and communities. This framework reflects the State’s commitment to improving learning results for all students by creating well-developed, culturally responsive-sustaining, equitable systems of support for achieving dramatic gains in student outcomes.

*The 4 principles that organize State Education Department’s CR-S Framework were inspired by the 4 high leverage strategies that emerged from Buffalo Public School’s work on Culturally and Linguistically Responsive Education.*
The New York State guidelines for culturally responsive-sustaining education are grounded in a **VISION** of an education system that creates:

### I. Students who experience academic success

Students are prepared for rigor and independent learning. Students understand themselves as contributing members of an academically-rigorous, intellectually-challenging school and classroom community. Students demonstrate an ability to use critical reasoning, take academic risks, and leverage a growth mindset to learn from mistakes. Students are self-motivated, setting and revising academic personal goals to drive their own learning and growth.

### II. Students who are sociopolitically conscious and socioculturally responsive

Students acknowledge the limitations of their own perspectives. They have empathy for others while they appreciate and respect others’ differences. They demonstrate cooperation and teamwork, using active listening and communication skills to resolve conflict. They use interpersonal skills to build and maintain strong relationships, including those along lines of difference, in their class and school communities.

All layers of the environment in which students learn (classroom, school, family, and community) affirm and value the various aspects of students’ cultural identities (i.e. race, ethnicity, age, gender, sexual orientation, disability, religion, socioeconomic background). Role models in the classroom, school, family, and community recognize student strengths and offer opportunities for students to grow and learn.

### III. Students who have a critical lens through which they challenge inequitable systems of access, power, and privilege.

Students bring a critical lens to the world as they study historical and contemporary conditions of inequity and learn from historically marginalized voices. Students learn about power and privilege in the context of various communities and are empowered as agents of positive social change.
This vision is grounded in Gloria Ladson-Billings’ early work on culturally relevant teaching, specifically the three criteria for culturally relevant pedagogy she puts forth in Ladson-Billings (1995). The New York State Culturally Responsive-Sustaining Framework includes guidelines for students, teachers, school leaders, district leaders, families and community members, higher education faculty, and Education Department policymakers. For guidelines to be effective, all stakeholders must work together, prioritize and implement systems and structures that facilitate the scale of culturally responsive-sustaining practices, and hold each other accountable to short- and long-term goals.

When stakeholders work together to implement culturally responsive-sustaining practices, educators will grow in their ability to be:

<table>
<thead>
<tr>
<th><strong>SOCIOPOLITICALLY CONSCIOUS</strong></th>
<th><strong>SOCIOCULTURALLY RESPONSIVE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Demonstrate excellence by being inclusive-minded and asset-focused</td>
<td>Commit to understanding the role of culture in education as flexible, local, and global</td>
</tr>
<tr>
<td>Identify and critically examine both historical and contemporary power structures</td>
<td>Act as agents of social change to redress historical and contemporary oppression</td>
</tr>
<tr>
<td>Reflect, honor, value, and center various identity perspectives as assets in policies and practices (Sue, 2001)</td>
<td>Build alliances across difference to eradicate all forms of discrimination</td>
</tr>
<tr>
<td>Engage in critical conversations</td>
<td>Engage current and historical issues</td>
</tr>
<tr>
<td>Recognize that personal, cultural, and institutionalized discrimination creates and sustains privileges for some while creating and sustaining disadvantage for others</td>
<td>Practice mutual respect for qualities and experiences that are different from one’s own</td>
</tr>
</tbody>
</table>
Culturally responsive-sustaining (CR-S) education is grounded in a cultural view of learning and human development in which multiple expressions of diversity (e.g., race, social class, gender, language, sexual orientation, nationality, religion, ability) are recognized and regarded as assets for teaching and learning.
CR-S education explores the relationship between historical and contemporary conditions of inequality and ideas that shape access, participation, and outcomes for learners.

The goal of the CR-S framework is to help educators design and implement a student-centered learning environment that:

- affirms racial and cultural identities and fosters positive academic outcomes
- develops students’ abilities to connect across cultures
- empowers students as agents of social change
- contributes to an individual’s engagement, learning, growth, and achievement through the cultivation of critical thinking.

To make this a reality, the Department, under the Board of Regents, has created a framework for CR-S practices. The framework is intended to be used by a variety of education stakeholders, including but not limited to students, teachers, school and district leaders, families and community members, higher education faculty and administrators, and Education Department policymakers.

This definition was created by the NYSED Expert Committee: Alfredo Artiles, Jeff Duncan-Andrade, David Kirkland, Gloria Ladson-Billings, Joyce Moy, Django Paris, Carla Shedd-Guild, Amy Stuart-Wells, Mariana Souto-Manning, Zoila Morrell.

What is culture?

The New York State Education Department understands culture as the multiple components of one’s identity, including but not limited to: race, economic background, gender, language, sexual orientation, nationality, religion, and ability. Culture far transcends practices such as cuisines, art, music, and celebrations to also include ways of thinking, values, and forms of expression. These ways and forms are in constant flux, renegotiation, and evolution. Schools then become a meeting point for cultures, containing children and adults who bring with them multiple facets of their identity, along with unique experiences and perspectives.

From this perspective, learning is rooted in the lives and experiences of people and cultivated through activities that people find meaningful. When teaching is not rooted in students’ lives, student learning suffers. Perhaps worst, biases take hold and deficit perspectives become normalized throughout our schools and classrooms, structuring entire systems that blame students for failure.

The school community is representative of many cultures, and therefore culture has consequences on how students experience schools. The framework is intentional about the relationship between culture and education, presenting a multi-tiered systems approach for cultural inclusion that broadens what ethnic groups, classes, sexualities, and abilities are privileged in the creation and maintenance of traditional education.

Research suggests that many students whose cultures are more closely aligned with the “cultural fabric” of schools experience praise and are viewed as more dedicated than those whose home cultures differ. Educators committed to understanding both the concept of culture and many different cultures can refocus their lens for viewing students’ cultures not as “deficiencies to overcome” (Paris & Alim, 2014, p. 87), but as assets who possess vibrant realities and rich reservoirs of knowledge. By making all cultures matter, our students’ cultures can be positioned as strengths and as the foundation of empowering, rigorous, and innovative learning.
The CR-S framework helps educators create student-centered learning environments that: affirm racial, linguistic and cultural identities; prepare students for rigor and independent learning; develop students’ abilities to connect across lines of difference; elevate historically marginalized voices; and empower students as agents of social change.
What is Culturally Responsive-Sustaining Education?

Culturally Responsive-Sustaining (CR-S) Education draws on decades of research in asset-based pedagogies that recognize that cultural difference (including racial, ethnic, linguistic, gender, sexuality and ability) should be treated as assets for teaching and learning. This approach to education counters dominant narratives about difference as deficits or as characteristics of students and families that should be remediated or assimilated. Using this approach to education, all families are believed to have cultural capital, or knowledge, abilities, and networks, that can, and should, be leveraged in classrooms. While schooling has traditionally privileged the capital of families from dominant backgrounds, CR-S positions educators to acknowledge, value, and leverage the wealth of knowledge found in communities that have been marginalized.

Culturally responsive education is about teaching the students in front of you. To do this requires that one work to get to know their students and develop meaningful relationships with students while engaging in the students’ communities. However, culturally responsive education must also be sustaining, that is it must work to encourage cultural pluralism and not cultural assimilation. Home and youth culture should be welcomed into the classroom as areas ripe for discussion. Differences should not just be seen as strengths, but they should also be maintained because they are what make students and families unique. How educators understand culture has real consequences for our children as a limited understanding of culture has the power to disadvantage some while privileging others (Kirkland, 2012).

What is the Culturally Responsive-Sustaining Framework?

The CR-S framework is an initiative by the New York State Education Department (NYSED) that establishes culturally responsive-sustaining guidelines for student, teachers, school and district leadership, families and community advocates, higher education, and the State Education Department. This initiative is both urgent and timely, as it responds to many of the public forum comments about Every Student Succeeds Act (ESSA), one of which is the necessity of including culturally responsive-sustaining education into all aspects of public education. The State Education Department worked closely with various academic experts, renowned in their respective fields, to draft a NYSED definition of culturally responsive-sustaining education. New York University Metropolitan Center for Research on Equity and the Transformation of Schools (Metro Center) used these conversations to draft a robust guidance document from which this framework was created. The framework was then built from the ground up, drawing on feedback from stakeholders across the state who generously gave of their time and insight. After three rounds of feedback, this framework incorporates the collective insight of these stakeholders.

This document is intended for use across stakeholder groups. A guiding principle of asset-based pedagogies is that a culturally responsive-sustaining approach to teaching and learning benefits a broad range of stakeholders. In the design of this framework, we thought about those who work in urban, suburban and rural communities. We considered the unique needs of each of these environments and encourage educators to take up this framework, recognizing the unique needs of their teaching contexts and the plethora of diversity that exists in all educational environments.

NYSED recognizes that for culturally responsive-sustaining education to thrive, the impetus cannot be placed solely on student, teachers, and school leaders; all stakeholders must work together to create the conditions under which this vision of education can flourish. NYSED believes that we must incorporate an equity and inclusion lens in every facet of the state’s work to achieve student success outcomes for all students. Thus, the framework aligns closely with other NYSED policies, including The New York State Board of Regents and the NYSED Every Student Succeeds Act (ESSA plan), specifically:

- Recognize the effect of school environment on student academic performance and support efforts to improve the climate of all schools.
- Promote a relationship of trust and respect between schools and families, recognizing that student achievement and school improvement are shared responsibilities.
- Provide educators with opportunities for continual professional learning in the areas of equity, anti-bias, multicultural, and culturally responsive-sustaining pedagogies.
- Support districts and their communities in engaging in critical conversations about culturally responsive-sustaining educational systems.
The 4 Principles of Culturally Responsive-Sustaining Education

The 4 principles that organize the New York State Education Department’s CR-S Framework are inspired by the 4 high leverage strategies that emerged from Buffalo Public School’s work on Culturally and Linguistically Responsive Education.

 Welcoming and affirming environment

**DESCRIPTION**

A welcoming and affirming environment feels safe. It is a space where people can find themselves represented and reflected, and where they understand that all people are treated with respect and dignity. The environment ensures all cultural identities (i.e. race, ethnicity, age, gender, sexual orientation, disability, language, religion, socioeconomic background) are affirmed, valued, and used as vehicles for teaching and learning.

**RESOURCES**

- School Climate and Culture Index
- Mental Health Education Literacy Schools: Linking to a Continuum of Well-Being
- English Language Learner/Multilingual Learner Parent Resources
- Social Emotional Learning: Essential for Learning, Essential for Life Guidelines and Resources for Social and Emotional Development and Learning (SEDL) in New York State
- NYSED Information and Resources Regarding Restorative Justice and Trauma Sensitivity Training
- The New York State Dignity for All Students Act (DASA)
EXECUTIVE SUMMARY

High Expectations and Rigorous Instruction

**DESCRIPTION**

High expectations and rigorous instruction prepare the community for rigor and independent learning. The environment is academically rigorous and intellectually challenging, while also considering the different ways students learn. Instruction includes opportunities to use critical reasoning, take academic risks, and leverage a growth mindset to learn from mistakes. Messages encourage positive self-image and empower others to succeed.

**RESOURCES**

- New York State Board of Regents Every Student Succeeds Act (ESSA Plan)
- New York State Next Generation English Language Arts and Mathematics Learning Standards
- New York State My Brother’s Keeper (Initiative)
- New York State Early Learning Standards
- Blueprint for Improved Results for Students with Disabilities
- State Systemic Improvement Plan Multi-tiered Systems of Support Model
- Blueprint for English Language Learner/Multilingual Learner Success
- Social Emotional Learning Benchmarks

Inclusive Curriculum and Assessment

**DESCRIPTION**

Inclusive curriculum and assessment elevate historically marginalized voices. It includes opportunities to learn about power and privilege in the context of various communities and empowers learners to be agents of positive social change. It provides the opportunity to learn about perspectives beyond one’s own scope. It works toward dismantling systems of biases and inequities, and decentering dominant ideologies in education.

**RESOURCES**

- Teacher Test Development and Participation Opportunities
- Civic Readiness Initiative
- The New York State K-12 Social Studies Framework and Toolkits

Ongoing Professional Learning

**DESCRIPTION**

Ongoing professional learning is rooted in the idea that teaching and learning is an adaptive process needing constant reexamination (Moll, et al., 1992; Gay, 2010). It allows learners to develop and sharpen a critically conscious lens toward instruction, curriculum, assessment, history, culture, and institutions. Learners must be self-directed and take on opportunities that directly impact learning outcomes.

**RESOURCES**

- Diverse and Learner-Ready Teachers Initiative
- Professional Standards for Educational Leaders (PSELs)
- New York State Teaching Standards
- NYU Metro TAC-D 2018-2019 Regional Workshops
Culturally Responsive-Sustaining Mindsets

All stakeholders (students, teachers, school leaders, district leaders, families and community members, higher education faculty and administrators, and Education Department Policymakers) can adopt these culturally responsive-sustaining aligned mindsets as a lens through which to implement the CR-S guidelines outlined in this framework.

New York State EDUCATION STAKEHOLDERS can contribute to a Culturally Responsive-Sustaining Education for students by:

**Believing that culture is not an addition but is a critical component of education.**

**Believing that students and their families are individuals with their own assets, knowledge, and abilities who should be valued and consulted.**

- Student and community assets should be sustained and leveraged for academic achievement.
- Consider students as co-designers of curriculum and drivers of instruction (Jenkins & Healey, 2009)
- Embed community input into curriculum to reflect diversity of the local and global community.

**Believing that critical and continuous self-reflection is required to dismantle systems of biases and inequities rooted in our country’s history, culture, and institutions.**

- Employ a critical pedagogy that empowers students to see themselves as agents of social change and architects of their own destinies (Duncan-Andrade & Morrell, 2008).
- Employ a critical lens (racial, gender, sexual identity, linguistic, religious, ability, socioeconomic, or other salient cultural identities) when developing resources and intervention frameworks to de-center dominant ideologies and pedagogies that ignore or marginalize diverse students.
- Identify and one’s own implicit biases, reflecting on how they may shape one’s feelings, actions, academic expectations, or behavioral expectations of students based on particular aspects of their identities (race, gender, social class, nationality, language, sexual orientation, ability, etc.)
- Assess and reflect on one’s racial literacy skills, “the ability to read, discuss, and write about situations that involve race or racism” (Sealey-Ruiz, 2013), and seek opportunities to practice and develop racial literacy with peers and students.
Culturally Responsive-Sustaining Guidelines

All stakeholders (students, teachers, school leaders, district leaders, families and community members, higher education faculty and administrators, and Education Department Policymakers) can consider implementing the following CR-S guidelines as a means to achieve a more culturally responsive-sustaining education system.

The following section is organized by stakeholder group. Each stakeholder group is provided with guidelines that serve as recommendations according to the four principles of culturally responsive-sustaining education.

We recognize that much of this work is already happening across the state. The following guidelines are intended to offer a bank of strategies, with other perspectives for your community to consider. This is in no way meant to be an exhaustive list. Collaborate with stakeholders to prioritize and plan for the local needs of your community.
New York State STUDENTS can contribute to a Culturally Responsive-Sustaining educational environment by:

- Creating a welcoming and affirming environment
- Fostering high expectations and rigorous instruction
- Identifying inclusive curriculum and assessment
- Engaging in ongoing professional learning and support
Creating a welcoming and affirming environment

- Maintain knowledge and awareness that everyone reacts to situations differently based on their own experiences, cultural backgrounds, and perspectives.
- Practice empathy during all interactions. Think about others’ feelings, taking into account their experiences and imagining what it feels like to be in another person’s shoes.
- Respectfully, and with care, engage in difficult conversations, particularly those that challenge power and privilege in our society.
- Choose kind words over put-down language. Strive to accept others rather than impose negative judgment, in order to create a safe and supportive learning environment that allows for other students to think critically, share honestly, and take academic risks.
- Support and accept classmates. Hold peers accountable to following the mutually-agreed upon norms and assume the responsibility of creating an educational environment in which others feel affirmed and valued.
- Create opportunities for others to join the conversation by asking questions, listening to and acknowledging the opinions of others, and being open-minded to peers.
- Express respectful agreement or disagreement with opinions, validating the knowledge of peers, or challenging their viewpoints in constructive ways.
- Acknowledge and try to incorporate the ideas of peers respectfully, recognizing that other students may have vastly different perspectives, experiences, strengths, needs, and opinions.
- Lean into discomfort, taking emotional and academic risks by engaging in critical conversations.
- Support classmates when in need and work to help mediate through discussion and restorative practices.
- Collaborate with teachers and trusted adults to repair harm when harm is caused.
- Take risks and view mistakes as opportunities to grow academically and emotionally.
- Create collective norms about how to take care of the physical space and materials in the classroom and school community.
- Make an effort to build strong relationships across groups, talking to and getting to know a variety of peers and their perspectives.
- Consider the physical environment of the classroom to determine what cultures, languages, and identities are reflected, represented and valued. Collaboratively advocate for the representation of the cultural backgrounds of all students across New York State, ensuring that diverse backgrounds are reflected and valued in the school community throughout the year, not only on designated holidays.
- Advocate for diversity of art, food, and activities in the building that represent the vast diversity of the state and that incorporate relevant cultural and historical context.
- Work with teachers to create an environment that establishes mutually agreed-upon norms. Act out of a sense of personal responsibility to follow these norms, and not from a fear of punishment or desire for a reward.
- Build respect and mutual understanding across the school community, including with teachers, administrators, counselors, school aides, custodial staff, lunch and recess staff, etc.
- Take ownership of the physical space and learning environment in the school community, welcoming others, taking on leadership roles as school ambassadors, and creating and engaging in activities that improve the school climate and culture for students of diverse backgrounds.
- Participate in the creation of, and review of, school codes of conduct. Be a collaborating member of these existing committees.
- Address implicit bias in the school and community environment.
- Take risks and learn from your mistakes, in order to grow academically and emotionally.
- Identify inequity and challenge it when you see it.
Fostering high expectations and rigorous instruction

- Challenge oneself to do more than what feels academically comfortable. Set high goals and continuously revise them to push yourself out of your academic comfort zone.
- Collaborate with teachers to develop tools for persevering in difficult social and academic situations, i.e. growth mindset tools that help students view challenges and failures as opportunities to grow, and view their brain as a muscle that continues to get stronger over time when they take on new challenges and try new things.
- Draw upon your past learning, prior experiences, and the richness of your cultural background to make meaning of new concepts and apply learning on an ongoing basis.
- Strive and take pride in producing high quality work, using feedback to revise work, continuously improve, and set new goals.
- Voice and express the need for challenging work and extension activities after achieving a goal.
- Promote the group’s success and support the participation of everyone in the learning task.
- Take responsibility for one’s role in group activities, balancing group and individual accountability.
- Work cooperatively toward goals and hold each other accountable in supportive ways.
- Develop or sustain the mindset that having high expectations means caring about more than just a grade, but also personal growth and character development.
- Participate, when possible, in student leadership opportunities, such as student-led workshops, peer-led discussion, and student-run school-wide initiatives.
- Advocate for varied ways of learning (i.e. project-based learning, presentations, station work, small group work) that accommodate the diverse learning styles and interests of those in the class community.
- Continuously learn about implicit bias, with attention to identifying and addressing implicit bias in the school community.
- Advocate for the physical access of all differently-abled members of the school community.
Identifying inclusive curriculum and assessment

• Identify, discuss and dismantle implicit bias in curriculum and assessment.
• Advocate for the opportunity for all students to actively give input and share their opinions on the curriculum (book selection, course offerings, elective offerings).
• Identify gaps where the current curriculum does not address multiple perspectives, cultures, and backgrounds. Advocate for fair representation of these absent perspectives.
• Challenge power and privilege where present, or absent, in the curriculum by locating other resources or requesting curriculum that is inclusive of multiple perspectives.
• Generate ideas about people or concepts that peers may like to learn about and share these ideas with your teachers and school leaders.
• Ask questions about self, community, and society that may serve as opportunities to connect in-school learning with the world outside the classroom. Share these questions and any related ideas with your teachers and school leaders.
• Collaborate with teachers to connect events deemed relevant by your community to the classroom.
• Actively engage in service learning opportunities, when available, to expand learning beyond the classroom. Encourage peers to collaborate with you in these learning opportunities.
• Collaborate with teachers, peers, and administrators to create opportunities for meaningful long-term projects, project-based learning activities, and field visits that allow all students to demonstrate their knowledge and growth over time, and align to the varied learning styles and interests of those in the class community.
• Collaborate with teachers, peers, and administrators to create multiple ways of assessing in-classroom learning that allow all students to demonstrate their knowledge and growth over time, and align to the varied learning styles and interests of those in the class community.
• Look critically at the course offerings, extracurricular activities, and student-led organizations. Challenge the current system to make changes that ensure equitable access and participation, especially if the environment offers limited options in which the same students participate and hold leadership opportunities.

Engaging in ongoing professional learning and support

• Set goals toward future aspirations and collaborate with teachers and families to make plans about achieving them. Work daily toward accomplishing these goals.
• Apply for out-of-school programs and learning opportunities, when possible.
• Seek help and guidance, when needed, from broader support networks such as peers, family, and trusted adults.
• Take ownership and accountability after making mistakes, using your mistake as an opportunity to learn and further academic and emotional growth.
• Continuously learn about implicit bias, with attention to identifying and challenging your own biases, and identifying and addressing implicit bias in the school community.
• Challenge yourself to learn about people, cultures, languages, orientations, abilities, and socioeconomic backgrounds different than your own.

Develop or sustain the mindset that having high expectations means caring about more than just a grade, but also personal growth and character development.
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Packet Pg. 87

Attachment: nysed culturally-responsive-sustaining-education-framework 8-13-19 (Culturally Responsive-Sustaining Education)
New York State TEACHERS can cultivate a Culturally Responsive-Sustaining education for students by:

- Creating a welcoming and affirming environment
- Fostering high expectations and rigorous instruction
- Identifying inclusive curriculum and assessment
- Engaging in ongoing professional learning and support
Creating a welcoming and affirming environment

- Assess the physical environment of the classroom and school to determine whether a variety of diverse cultures, languages, orientations, and identities are reflected, represented and valued. Promote a variety of perspectives that represent the diversity of the state of New York beyond designated icons, historical figures, months and holidays.

- Build rapport and develop positive relationships with students, and their families, by learning about their interests and inviting them to share their opinions and concerns. Find opportunities to address and incorporate their opinions and concerns.

- Provide multiple opportunities for parents to communicate in their language and method of preference, such as digital and in-person formats, class visits, phone conversations, text message, email, collaborative projects, and impromptu conferences.

- Work with families early and often to gather insight into students’ cultures, goals, and learning preferences.

- Enact classroom management strategies that avoid assigning blame or guilt to students based on perceptions about their cultures, differences, or home lives.

- Work toward creating an environment that establishes mutually agreed-upon norms and encourages students to act out of a sense of personal responsibility to follow those norms, not from a fear of punishment or desire for a reward.

- Meet with families to understand and align the recognition, reward, and incentive practices used in the classroom to the values and cultural norms of families.

- Create opportunities to allow different groups and ideas to become part of the fabric of the school community by organizing proactive community-building circles and activities that promote positive relationships among individuals from diverse backgrounds. Include students, teachers, school staff, leaders, families, and community members in these opportunities.

- Use restorative justice circles and structures to welcome students back into learning when harm has occurred.

- Participate in the review of school and district policies (codes of conduct, curriculum reviews, community engagement, etc.).

- Attend or volunteer at community events, when possible, to develop relationships with families and the community outside of the classroom setting.

- Respond to instances of disrespectful speech about student identities by intervening if hurtful speech or slurs are used, addressing the impact of said language, and discussing appropriate and inappropriate responses when instances of bias occur. Use these moments as opportunities to build classroom environments of acceptance.

- Identify and address implicit bias in the school and community environment.

- Encourage students to take academic risks in order to create an environment that capitalizes on student mistakes as learning opportunities that help students grow academically and emotionally.
Fostering high expectations and rigorous instruction

• Have high expectations and deliver rigorous instruction for all students regardless of identity markers, including race, gender, sexual orientation, language, ability, and economic background.

• Reflect on your own implicit bias, how that bias might impact your expectations for student achievement or the decisions you make in the classroom, and the steps you can take to address your biases and their impact on students.

• Strive to be culturally sustaining by centering the identities of all students in classroom instruction, encouraging cultural pluralism rather than asking students to minimize their identities in order to be successful.

• Provide parents with information about what their child is expected to learn, know, and do at his/her grade level and ways to reinforce concepts at home (e.g., using the home language; reading with, or monitoring, independent reading).

• Help students identify their different learning styles in both classwork and homework and incorporate instructional strategies and assignments that are responsive to those learning styles.

• Provide students with opportunities to present to their peers through project-based or stations-based learning to leverage student experience and expertise.

• Co-create explicit classroom expectations that meet the needs of all students.

Have high expectations and deliver rigorous instruction for all students regardless of identity markers, including race, gender, sexual orientation, language, ability, and economic background.

• Promote alternative achievement metrics that also support academics (e.g., demonstrating growth, leadership, character development, Social Emotional Learning competencies, or school values).

• Invite families and community members to speak or read in the classroom as a means to teach about topics that are culturally specific and aligned to the classroom curriculum and/or content area.

• Provide opportunities for students to critically examine topics of power and privilege. These can be planned project-based learning initiatives, instructional activities embedded into the curriculum, or discussion protocols used in response to inequity that occurs in the school and/or classroom.

• Incorporate current events, even if they are controversial, into instruction. Utilize tools (prompting discussion questions, Socratic seminar, conversation protocols) that encourage students to engage with difficult topics (power, privilege, access, inequity) constructively.

• Be responsive to students’ experiences by providing them with a space to process current events.
**Identifying inclusive curriculum and assessment**

- Feature and highlight resources written and developed by traditionally marginalized voices that offer diverse perspectives on race, culture, language, gender, sexual identity, ability, religion, nationality, migrant/refugee status, socioeconomic status, housing status, and other identities traditionally silenced or omitted from curriculum.

- Play a role in helping schools to understand and align curriculum to the variety of histories, languages and experiences that reflect the diversity of the State population.

- Pair traditional curricular content with digital and other media platforms that provide current and relevant context from youth culture.

- Provide homework, projects, and other classroom materials in multiple languages.

- Provide regular opportunities for social emotional learning strategies within lessons and as discrete learning activities.

- Utilize student data points and assessment measures that reflect learning spaces, modalities, and demonstration of proficiency that go beyond metrics traditionally associated with standardized testing.

- Engage students in youth participatory action research that empowers youth to be agents of positive change in their community.

- Connect instructional content with the daily lives of students by using culturally-specific examples (e.g., music, movies, text) that tap into their existing interests, knowledge, and youth culture.

- Take field trips to community-learning sites, such as museums, parks, cultural centers, neighborhood recreational centers, and community centers, to foster students’ cultural understanding and connection to the surrounding community.

- Incorporate cooperative learning activities to encourage understanding of diverse perspectives; support students in working cooperatively toward goals; and highlight students’ unique strengths in the group (e.g., public speaking, note-taking, writing, drawing, etc.).

- Support students in creating and running student-led initiatives.

**Encouraging students to take academic risks in order to create an environment that capitalizes on student mistakes as learning opportunities that help students grow academically and emotionally.**

- Continuously learn about implicit bias, with attention to identifying and challenging your own biases, and identifying and addressing implicit bias in the school community.

- Use professional learning activities as opportunities to better acquaint oneself with the diverse communities in which their students live.

- Set professional goals related to CR-S practices.

- Engage in inquiry groups and professional learning communities with peers and mentors.

- Analyze discipline data to determine any trends across sub-groups or bias toward students.
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New York State SCHOOL LEADERS can cultivate Culturally Responsive-Sustaining Education for students by:

- Creating a welcoming and affirming environment
- Fostering high expectations and rigorous instruction
- Identifying inclusive curriculum and assessment
- Engaging in ongoing professional learning and support
Creating a welcoming and affirming environment

- Conduct periodic review of school policies (i.e. dress code, discipline code, conduct code), by collaborating with parents, teachers, community members and incorporating research-based best practices such as restorative justice, positive behavior interventions and supports.
- Assess school climate using a variety of measures (i.e. surveys, interviews, focus groups, informal gatherings) to collect diverse stakeholder impressions and experiences, using questions that consider issues of diversity, equity, and inclusion.
- Disaggregate data (i.e. discipline, attendance, enrollment in advanced coursework, special education, and gifted and talented programs) by sub-group, evaluate trends, and create a strategic plan to address disproportionality.
- Provide space for teachers and staff to process and determine how to engage with students and families after social and political events that impact the wider community.
- Support formal and informal structures for families to receive information about grade-level standards and expectations, developmentally appropriate social emotional tools, and strategies to support academic and social growth at home.
- Provide interpretation services at family meetings (i.e. parent organization meetings, community events, during the enrollment process, during the provision of special education services, etc.), to ensure family engagement includes meaningful two-way communication and offers families the opportunity to share (not just receive) in their home language.

- Develop multiple means of ongoing family engagement (i.e. apps and online systems of communication, parent leadership opportunities, parent family liaison positions, opportunities for families to serve as active co-creators of policies and programs, parent organizing bodies, and holding meetings at varied hours, possibly providing transportation and childcare, outreach at community meetings).

- Create advisory groups consisting of various education stakeholders (families, teachers, students, community members) to work collaboratively to set school norms, establish school goals, and build alignment between the families’ expectations and values, and the school’s expectations and values.

- Work with cultural and community centers to identify needs and provide services to families by offering classes such as parenting, financial literacy, computer literacy, or English language at the school.

- Highlight works of art designed by students and members of the broader community that incorporate relevant cultural and historical context.

- Create a visibly multilingual and multicultural environment by posting signs, banners, and other materials throughout the school that acknowledge and celebrate the identities of students.

- Post high-quality work in the physical environment that is not limited to the display of correct answers, but also demonstrates students’ critical thinking, conceptual understanding, reasoning, and application of content to meaningful real-world situations. Work to ensure high-quality work is equitably represented from students across sub-groups.

- Create “listening conferences” or “peacemaking circles” led by a trained facilitator through which all stakeholders can discuss cultural and social values and resolve conflict.

- Develop peer mediation programs where trained student mediators assist their peers in settling disputes.

- Incorporate time in the school day when formal restorative practices can occur.

- Provide the time and resources for students to create cultural clubs to learn more about their culture as well as other students’ cultures.

- Develop interview questions when hiring new staff that provide opportunities for candidates to identify ways they share (or don’t share) experiences with the local student populations and to explain the implications of those experiences for their professional practices.

- Incorporate parent and community voices into the hiring process.

Incorporate parent and community voices into the hiring process.
Fostering high expectations and rigorous instruction

- Have high expectations and ensure rigorous instruction for all students regardless of identity markers, including race, gender, sexual orientation, language, ability, and economic background.
- Reflect on your own implicit bias, how that bias might impact your expectations for student achievement or the decisions you make in the school, and the steps you can take to address your biases and their impact on students.
- Develop in-school inquiry-based teams to address instructional rigor, cultural responsiveness, achievement disparities, and student engagement.
- Embed cognitive and instructional strategies into teacher coaching that enables students to strengthen learning capacity.
- Embed cognitive and instructional strategies into the teacher coaching model that pushes teachers to put the cognitive lift on students. Coach teachers to deliver high-quality instruction that enables students to grow as independent learners, think critically, make meaning of new concepts in multiple ways, and apply learning to meaningful, real-world situations.
- Promote alternative achievement metrics that also supports academics (e.g., demonstrating school values, strong attendance, leadership, growth).

Identifying inclusive curriculum and assessment

- Support staff in embedding grade-level, standards-aligned resources that emphasize cultural pluralism; social justice; and current events into curriculum across content areas.
- Partner with teachers to audit curriculum, materials, and school or classroom libraries to assess: whether they properly represent, value, and develop students’ cultures; presence of implicit bias; or omission of cultural (race, class, gender, language, sexual orientation, nationality, ability) perspectives.
- Support the design and implementation of multiple forms of assessment that consider personalized student needs (i.e. learning style, learning preferences, language proficiency).
- Invest in curricular resources that reflect diverse cultures and voices of marginalized people.
- Investigate community leaders and family members as contributors to instruction by actively seeking and welcoming their history and knowledge.
- Incorporate social emotional learning (SEL) materials, resources, and strategies into the school day and broader learning environment that consider and plan for topics of equity and inclusion.
- Expose students to the world beyond the home community while affirming their own identities (i.e. community mentor programs, guest speakers, field trips, cross-district partnerships).

Conduct periodic review of school policies (i.e. dress code, discipline code, conduct code), by collaborating with parents, teachers, community members and incorporating research-based best practices such as restorative justice, positive behavior interventions and supports.
Engaging in ongoing professional learning and support

- Support teachers in building capacity to leverage community context in curriculum.
- Create learning communities (i.e., professional learning communities, book study, discussion groups, online webinars, digital subscriptions) for teachers and students to engage in topics that directly address educator and student identities and understand and unpack privilege.
- Provide opportunities for teachers and leaders to receive trainings on topics related to diversity, equity, and inclusion, such as: critical self-reflection, disproportionality, anti-bias, developing racial literacy, combating racism and microaggressions, etc.
- Use data and research to identify teachers with strong culturally responsive-sustaining practices and racial literacy skills and allow time for them to share their practices (i.e. peer observations, professional learning, etc.)
- Support teachers in conducting cross-curricular culturally responsive-sustaining planning sessions by providing forums for collaborative planning, drafting, mapping, and aligning.
New York State DISTRICT LEADERS can cultivate Culturally Responsive-Sustaining Education for students by:

- Creating a welcoming and affirming environment
- Fostering high expectations and rigorous instruction
- Identifying inclusive curriculum and assessment
- Engaging in ongoing professional learning and support
Create a policy statement about your commitment to culturally responsive-sustaining education, and include staff (teachers, school safety officers, counselors, lunch and recess staff) in its creation, development, and ongoing training.

• Create a policy statement about your commitment to culturally responsive-sustaining education, and include staff (teachers, school safety officers, counselors, lunch and recess staff) in its creation, development, and ongoing training.

• Conduct periodic review of school policies (i.e. dress code, discipline code, conduct code), by collaborating with parents, teachers, community members and incorporating research-based best practices such as restorative justice, positive behavior interventions and supports.

• Encourage and incentivize school leaders to hold spaces (i.e. community forums, social events) that foster collaboration among teachers, families, and community members that provide insight into the assets that exist among the school community.

• Provide resources to schools (i.e. shared language, online resources, questions for discussion, etc.) for incorporating and responding to current events and events that impact the community.

• Formalize structures for school and district-wide parent collaboration, such as parent-teacher associations/organizations (PTA/PTO) or academic parent-teacher teams (APTT).

• Assess school climate using a variety of measures (i.e. surveys, interviews, focus groups, informal gatherings) to collect diverse stakeholder impressions and experiences, using questions that consider issues of diversity, equity, and inclusion.

• Disaggregate data (i.e. discipline, attendance, enrollment in advanced coursework, special education, and gifted and talented programs) by sub-group, evaluate trends, and create a strategic plan to address disproportionality.

• Make accessible and readable information readily available to families in a variety of modes, including translations and accommodations for those with disabilities.

• Provide interpretation services at family meetings (i.e. parent organization meetings, community events, during the enrollment process, during the provision of special education services, etc.), to ensure family engagement includes meaningful two-way communication and offers families the opportunity to share (not just receive) in their home language.

• Gather family and community feedback on district-wide policies before implementation and provide transparent updates during and after implementation.

• Develop multiple means of ongoing family engagement (i.e. apps and online systems of communication, holding meetings at varied hours, possibly providing transportation and childcare, outreach at community meetings or other places the community gathers).

• Stay current on wider social and political issues that affect communities served by the district (i.e. hold regular meetings with community-based organizations and advocacy groups, create a community liaison role to gather information from the field).

• Work to improve the recruitment and retention of a diverse teacher workforce (i.e. teachers who identify as people of color, LGBTQIA+, differently-abled) by strengthening pipelines for teacher education and cultivating relationships with local and national partners (i.e. historically Black colleges and universities, Hispanic association of colleges and universities, alliance organizations).

• Identify, cultivate, and support students who are interested in joining the district in the future as a classroom teacher or school professional (school counselor, occupational and speech pathologist, etc.) by partnering with higher education and other professional organizations that could provide scholarships, internships, externships, and mentorship opportunities, as a means to strengthen teacher education pipelines.

• Work with cultural and community centers and organizations to identify needs and provide services to families by offering classes such as parenting, financial literacy, computer literacy, or English language at the school.

Create a welcoming and affirming environment

• Create a policy statement about your commitment to culturally responsive-sustaining education, and include staff (teachers, school safety officers, counselors, lunch and recess staff) in its creation, development, and ongoing training.

• Conduct periodic review of school policies (i.e. dress code, discipline code, conduct code), by collaborating with parents, teachers, community members and incorporating research-based best practices such as restorative justice, positive behavior interventions and supports.

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Fostering high expectations and rigorous instruction

- Strategize instructional methods to disrupt any disparities in student success outcomes that exist across lines of difference, highlighting and sharing best practices from the field.
- Incorporate adaptive learning methods that encourage differentiation, exploration, and curiosity as opposed to scripted, one-size-fits-all instructional programs.
- Partner with experts in the field (i.e., professional learning organizations, higher education, consultants) to identify research-based, instructional strategies that are most effective in advancing student academic success.
- Use tools to identify and recognize instructional methods that high-performing, culturally responsive-sustaining teachers are using across content areas.
- Facilitate structures for teacher collaboration across school and district teams, i.e., peer observations, school visits, purposeful partnerships, mentor teachers.

Identifying inclusive curriculum and assessment

- Adopt curriculum that includes culturally authentic learning experiences that mirror students’ ways of learning, understanding, communicating, and demonstrating curiosity and knowledge.
- Adopt curriculum that highlights contributions and includes texts reflective of the diverse identities of students and reframes the monocultural framework that privileges the historically advantaged at the expense of other groups.
- Invest in research to determine assessments geared toward academic achievement for underrepresented and underserved students of diverse identities.
- Formally disseminate existing research on best practices from the field regarding culturally responsive-sustaining curriculum, instruction, and assessment to stakeholders in the district.
- Partner with higher education institutions on curriculum development, coaching, and consultation around issues of diversity, equity, and inclusion (e.g., immigration, integration, diversification of curriculum).
- Create courses district-wide about the diversity of cultures representative of the state of New York (e.g., Native Americans, African Americans, Latinx Studies, Asian American Studies, Gender Studies) in a way that is comprehensive (e.g., across grade levels and not relegated to one specific month) and empowering (e.g., African American history does not begin with slavery, but with African history).

Engaging in ongoing professional learning and support

- Train and build the capacity of instructional leaders to support teachers in delivering instruction that is rigorous, student-centered, and promotes students as agents of positive social change.
- Disseminate existing, or develop new, self-assessment tools and resources for educators to assess and reflect on their implicit biases.
- Ensure schools have evidence-based trainings and planning time supportive of CR-S, including space for collaborative curriculum drafting, mapping, and aligning (Carter & Welner, 2013).
- Provide Professional Learning Communities and other professional learning structures to address bias, develop racial literacy skills, etc.
- Use data and research to identify teachers with strong CR-S practices and racial literacy skills and allow time/space for them to share their practices with other district teachers.
New York State FAMILIES AND COMMUNITY MEMBERS can cultivate a Culturally Responsive-Sustaining Education for students by:

- Creating a welcoming and affirming environment
- Fostering high expectations and rigorous instruction
- Identifying inclusive curriculum and assessment
- Engaging in ongoing professional learning and support
FAMILIES AND COMMUNITY MEMBERS

CULTURALLY RESPONSIVE-SUSTAINING EDUCATION

5.1.A.a Packet Pg. 104

Attachment: nysed culturally-responsive-sustaining-education-framework-8-13-19 (Culturally Responsive-Sustaining Education)
Creating a welcoming and affirming environment

Set goals with your children toward their future aspirations and collaborate with teachers to make plans about achieving them.

- Communicate with your child’s teachers using your preferred language and means of communication (e.g., in-person, phone, email, texts, notes) from the variety of methods of participation offered (in-class, in-school, at-home, community-based). When a variety of communication methods is not offered, advocate for increased means of communication.
- Advocate for the right to receive communications in the language and format desired.
- Advocate to ensure that school culture and environment is safe and responsive to children’s needs.
- Partner with teachers and school leaders to inform them of, and assist with, school community needs.

Fostering high expectations and rigorous instruction

- Be aware of, and collaboratively advocate for, children having access to a wide range of educational coursework and programming.
- Share knowledge about your child’s interests, learning style, learning preferences, and prior educational experiences with trusted teachers and leaders in the school community.
- Share traditions and cultural assets with teachers to support the integration of these values within curriculum.
- Support students in engaging with their local community (i.e. youth participatory action research [Y-PAR] and other community-based inquiry) that encourages student engagement with their local contexts.
- Be open to opportunities for service learning, outreach, field trips, and other educational opportunities in the school community, toward the end of helping students develop a sense of identity and belonging and provide a support system in the school community.
- Ask teacher and school leaders what is being taught in each class, and periodically inquire about children’s progress toward achieving learning goals.
- Support students in achieving progress toward learning goals, to the extent possible. Seek help and guidance from trusted teachers, leaders, and families in the school community, when needed.

Identifying inclusive curriculum and assessment

- Generate ideas about concepts that your children and their peers may like to learn about.
- Ask questions of your children about self, community, and society that may serve as opportunities to connect in-school learning with the world outside the classroom.
- Collaborate with teachers to connect events deemed relevant by the community to the classroom.
- Actively engage your children in service learning opportunities, when available, to expand learning beyond the classroom.
- Share knowledge about your child’s interests, learning style, learning preferences, and prior educational experiences with trusted teachers and leaders in the school community.
Engaging in ongoing professional learning and support

- Participate in decision-making around programs, policies, and learning activities that impact the school community.
- Work with parent organizations to ensure that parents are represented in the school across various identities including race, family orientation, social class, profession, religious backgrounds.
- Offer time and talents to school events and trainings, to the extent possible.
- Leverage the knowledge of other parents to create strong parental in-school community.
- Set goals with your children toward their future aspirations and collaborate with teachers to make plans about achieving them.
- Support your children in applying for out-of-school programs and learning opportunities, when possible.
New York State HIGHER EDUCATION FACULTY AND ADMINISTRATORS can cultivate a Culturally Responsive-Sustaining Education for students by:

Creating a welcoming and affirming environment

Fostering high expectations and rigorous instruction

Identifying inclusive curriculum and assessment

Engaging in ongoing professional learning and support
• Create a policy statement about your institution’s commitment to culturally responsive-sustaining education that includes a definition, shared language, and short and term-long goals. Include administrators, faculty, staff, and students in its creation and ongoing implementation.
• Identify school codes of conduct and discipline policies that disproportionately impact persons of color, students who are English Language Learners/Multilingual Learners, students with disabilities, students of different religions, gender identities, sexual identities, nationalities, socioeconomic backgrounds, housing status, migrant/refugee status, and other diverse identities.
• Collaborate with teacher and leader candidates to address inequitable policies, and expand the development of tools to do so.
• Work to expand the recruitment and retention of a diverse student body and staff with identities and experiences that reflect the varied experiences of the student population. (i.e. educators and staff who identify as people of color, LGBTQIA+, differently-abled; educators and staff with experience in both rural and urban populations).
Fostering high expectations and rigorous instruction

- Have high expectations and deliver rigorous instruction for all teacher and leader candidates regardless of identity markers, including race, gender, sexual orientation, language, ability, and economic background.

- Reflect on your own implicit bias, and how that bias might impact your expectations for teacher and leader candidate achievement, and the decisions you make as a faculty member or administrator.

- Create a course, or embed into existing courses, the opportunity for teacher and leader candidates to identify and address their own implicit bias.

- Train and build the capacity of teacher and leader candidates to deliver instruction that meets the needs of a diverse population; values multiple components of student identity (race, economic background, gender, language, sexual orientation, nationality, religion, and ability); counters deficit-based policies; and promotes students as agents of positive social change.

- Review and update faculty pedagogical practices for culturally responsive-sustaining teaching across disciplines and support faculty in implementing said instruction.

- Invest in research to determine the educational policies and reforms geared toward academic achievement for underrepresented and underserviced students of diverse identities and support faculty in implementing these practices in their teacher and leader preparation courses.

- Formally disseminate existing research on best practices from the field regarding culturally responsive-sustaining instruction to stakeholders in the district.

- Document and share examples from the field of culturally responsive-sustaining instruction and school leadership beyond the academic community to reach all education stakeholders.

- Place teaching candidates in student teaching placements across a range of diverse settings (urban, rural, suburban, small, large, traditional, nontraditional), supporting teachers to work along lines of difference with students of diverse backgrounds (race, language, economic background, ability).

- Invest in research to determine the educational policies and reforms geared toward academic achievement for underrepresented and underserviced students of diverse identities and support faculty in implementing these practices in their teacher and leader preparation courses.
Identifying inclusive curriculum and assessment

- Integrate CR-S education into teacher and education leadership preparation programs as both a standalone class and an infused aspect of all teacher preparation classes.
- Prioritize social emotional learning approaches that are culturally responsive-sustaining as essential to quality teaching and learning throughout New York State.
- Partner with districts on curriculum development, coaching, and assessment consultation with regard to issues of diversity, disproportionality, equity, and inclusion.
- Partner with teachers, school leaders, and district leaders to create materials to help in CR-S strategic planning and implementation at the classroom, school, and district level.
- Conduct curriculum audits within teacher and education leadership preparation programs to identify the levels of bias existing in current resource selection and staff capacity. Work with teacher and education leadership to use this data to better inform or advocate for different curricular choices.
- Invest in research to identify culturally responsive-sustaining methods of assessment that consider personalized student needs (i.e., learning style, learning preferences, language proficiency, interests) and allow all students to demonstrate their knowledge and growth over time.
- Formally disseminate existing research on best practices from the field regarding culturally responsive-sustaining curriculum and assessment to stakeholders in the district.
- Support school districts in creating courses about the diversity of cultures representative of the state of New York, (e.g., Native Americans, African Americans, Latinx Studies, Asian American, Gender Studies) in a way that is comprehensive (e.g., across grade levels and not relegated to one specific month) and empowering (e.g., African American history does not begin with slavery, but with African history).

Engaging in ongoing professional learning and support

- Prioritize teacher and leader professional learning opportunities that align with New York State Professional Learning Standards and build educators’ capacities to deliver CR-S instruction. Work with school leaders and districts to engage teachers and school support staff in these opportunities both as in-school, job-embedded professional development and as out-of-school, college/university-based professional learning. Opportunities might be remote, in-person, short-term, or long-term.
- Create pipelines between the district and college/universities by identifying, cultivating, and supporting high school students of diverse backgrounds from the district who are interested in returning to the district as classroom teachers or school professional personnel (school counselors, occupational and speech pathologists, etc.).
- Disseminate existing, or develop new, self-assessment tools and resources for educators to assess and reflect on their implicit biases.

Create pipelines between the district and college/universities by identifying, cultivating, and supporting high school students of diverse backgrounds from the district who are interested in returning to the district as classroom teachers or school professional personnel (school counselors, occupational and speech pathologists, etc.).
Culturally Responsive-Sustaining Education for students by:

- Creating a welcoming and affirming environment
- Fostering high expectations and rigorous instruction
- Identifying inclusive curriculum and assessment
- Engaging in ongoing professional learning and support
Creating a welcoming and affirming environment

- Strive to be sustaining by centering the identities of all students in our educational policies, encouraging cultural pluralism rather than creating policies that ask students to minimize their identities in order to be successful.
- Strive to be responsive to the needs of students, teachers, school and district leaders, parents, and families.
- Work to expand the recruitment and retention of a diverse staff with identities and experiences that reflect the varied experiences of the student population in New York State (i.e. staff who identify as people of color, LGBTQIA+, differently-abled; staff with experience in both rural and urban populations).
- Make accessible and readable information readily available, in multiple languages, to parents and families.
- Develop guidance on ways schools can respond to local and global events, as well as prominent community concerns.
- Provide resources families need to be engaged advocates for their children’s sense of belonging in school, with particular regard to the opportunities and challenges associated with having marginalized identity markers (i.e. race, sexuality, gender identity, ability, language, etc.).
- Recognize the effect of school environment on student achievement and continue to expand the development of tools that assess, address, and support the improvement of school climate.
- Engage families and communities in a respectful way, as outlined in the first commitment of New York State’s My Brother’s Keeper (MBK) initiative.
Fostering high expectations and rigorous instruction

- Create different pathways for educational success and life readiness, including college, career, technical education, and vocational pathways, etc.
- Create high-quality resources that allow teachers, school leaders, and district leaders to plan and implement culturally responsive-sustaining practices in their respective communities.
- Align existing resources to the Diagnostic Tool for School and District Effectiveness (DTSDE) and Social Emotional Learning (SEL) frameworks.
- Align existing state standards to CR-S guidelines.
- Adhere to the six commitments set by the New York State My Brother’s Keeper (MBK) Initiative that incorporate strategies to help boys and young men of color—and all students—realize their full potential.

Identifying inclusive curriculum and assessment

- Identify and share resources in every content area that allow teachers, school leaders, and district leaders to embed equitable representations of diverse cultures, celebrate the voices of underrepresented identities, and accurately represent historical events into curriculum.
- Promote the design of multiple forms of assessment that consider personalized student needs (i.e. learning style, learning preferences, language proficiency).
- Promote and utilize asset-based research on the academic achievement of underrepresented and underserved students to determine educational policies and reforms related to standards, curriculum, and assessment.
- Use differentiated approaches to instruction based on need and culture, as outlined in the third commitment of New York State’s MBK initiative.

Engaging in ongoing professional learning and support

- Build internal staff capacity to engage in continuous professional learning and growth around culturally responsive-sustaining practices that will be reflected in policies.
- Provide supports, opportunities, and resources that build stakeholders’ capacity to implement CR-S practices.
- Continuously engage staff members in professional learning about implicit bias, with particular attention to allowing staff members to identify and challenge their own biases, and training them on identifying and addressing implicit bias in the workplace.
- Provide educators with opportunities for professional learning in the areas of equity, anti-bias, multicultural, and culturally responsive-sustaining pedagogies.
- Identify and share research practices proven effective and highlight examples of best practices from the field.


REFERENCES


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GLOSSARY OF TERMS

**ASSET-BASED PERSPECTIVE** is a transformational perspective that recognizes and values the rich cultural practices embedded in all communities. Asset-based teaching is a strengths-based approach that leverages students’ knowledge, experiences, skills, values, and perspectives as assets for learning. Asset-based educators see cultural differences as assets, create caring learning communities in which social, cultural, and linguistic diversities are valued, use the cultural knowledges of diverse cultures, families, and communities to guide curriculum development, classroom climates, instructional strategies, and relationships with students, and challenge racial, linguistic, and cultural stereotypes, prejudices, racism, and other forms of intolerance, injustice, and oppression.

**DEFICIT-BASED PERSPECTIVE** implies that students are flawed or deficient and that the role of the school is to fix the student. Deficit-based teaching seeks to teach to students’ weaknesses instead of teaching to their strengths. It views students as needed to be fixed or remediated, and often attributes their school failures to perceived deficits that lie within the student, their family, community or culture.

**DIVERSITY** is a reality created by individuals and groups from a broad spectrum of demographic and philosophical differences. These differences can exist along dimensions of race, ethnicity, gender, language heritage, sexual orientation, socioeconomic status, age, physical abilities, religious beliefs, political beliefs, or other ideologies. It is the exploration of these differences in a safe, positive, and nurturing environment. It is about understanding each other and moving beyond simple tolerance to embracing and celebrating the rich dimensions of difference contained within everyone. Finally, we acknowledge that categories of difference are not always fixed but can be fluid, and we respect individual rights to self-identification, as no one culture is intrinsically superior to another.

**EQUITY** is the state, quality, or ideal of being just, impartial, and fair. The concept of equity is synonymous with fairness and justice. To be achieved and sustained, equity needs to be thought of as a structural and systemic concept, and not as idealistic. Equity is a robust system and dynamic process that reinforces and replicates equitable ideas, power, resources, strategies, conditions, habits, and outcomes.

**SYSTEMATIC EQUITY** is a complex combination of interrelated elements designed to create, support and sustain social justice.

**GENDER** implies a non-binary association of characteristics within the broad spectrum between masculinities and femininities. In New York State, gender is identified by the student. In the case of very young transgender students not yet able to advocate for themselves, gender may be identified by the parent or guardian.

**INCLUSIVE** more than simply diversity and numerical representation, being inclusive involves authentic and empowered participation and a true sense of belonging. In an inclusive school, the social and instructional space is designed such that all students have access to the curriculum and there are many opportunities for students to be successful.

**INTERNALIZED RACISM** describes the private racial beliefs held by and within individuals. The way we absorb social messages about race and adopt them as personal beliefs, biases, and prejudices are all within the realm of internalized racism. For people of color, internalized oppression can involve believing in negative messages about oneself or one’s racial group. For Whites, internalized privilege can involve feeling a sense of superiority and entitlement or holding negative beliefs about people of color.

**INTERPERSONAL RACISM** is how our private beliefs about race become public when we interact with others. When we act upon our prejudices or unconscious bias — whether intentionally, visibly, verbally — we engage in interpersonal racism. Interpersonal racism also can be willful and overt, taking the form of bigotry, hate speech or racial violence.

**INSTITUTIONAL RACISM** is racial inequity baked into our institutions, connoting a system of power that produces racial disparities in domains such as law, health, employment, education, and so on. It can take the form of unfair policies and practices, discriminatory treatment and inequitable opportunities and outcomes. A school system that concentrates people of color in the most overcrowded and under-resourced schools with the least qualified teachers, compared to the educational opportunities of more advantaged students, is an example of institutional racism.

**MICROAGGRESSIONS** are the everyday verbal, nonverbal, and environmental slights, snubs, or insults, whether intentional or unintentional, which communicate hostile, derogatory, or negative messages to target persons. Microaggressions based solely upon their marginalized group membership. In many cases, these hidden messages may invalidate the group identity or experiential reality of targeted persons, demean them on a personal or group level, communicate the perception that they are lesser human beings, suggest they do not belong with the majority group, threaten and intimidate, or relegate them to inferior status and treatment.

**MULTILINGUAL LEARNERS (MLs)** are students who, by reason of foreign birth or ancestry, speak or understand languages other than English, speak or
understand little or no English, require support in order to become proficient in English, and are identified pursuant to Section 154.3 of New York State’s Commissioner’s Regulations.

**PLURALISM** is a socially constructed system in which members of an identity group maintain participation in this group even as they belong to a larger cultural group. Educational pluralism is when students can leverage aspects of their cultural background as assets for learning and sustain those assets throughout their schooling. They are not required to minimize their unique cultural strengths in order to experience social and academic success or acceptance because no one culture is not valued as standard or dominant.

**RACE** is a socially constructed system of categorizing humans largely based on observable physical features (phenotypes) such as skin color and ancestry. There is no scientific basis for or discernible distinction between racial categories. The ideology of race has become embedded in our identities, institutions, and culture and is used as a basis for discrimination and domination.

**RACIAL JUSTICE** is the systematic fair treatment of people of all races that results in equitable opportunities and outcomes for everyone. All people are able to achieve their full potential in life, regardless of race, ethnicity or the community in which they live. Racial justice — or racial equity — goes beyond “anti-racism.” It’s not just about what we are against, but also what we are for. A CR-S education framework should move us from a reactive posture to a more powerful, proactive and even preventative approach.

The concept of **RACISM** is widely thought of as simply personal prejudice, but, in fact it is a complex system of racial hierarchies and inequities. At the micro level of racism, or individual level, are internalized and interpersonal systems of engrained bias. At the macro level of racism, we focus beyond individuals to the broader dynamics, including symbolic, ideological, institutional, and structural systems of racial hierarchies and inequities.

**SOCIOECONOMIC STATUS** is the social standing or class of an individual or group. It is often measured as a combination of education, income, and occupation. Examinations of socioeconomic status often reveal inequities in access to resources, as well as issues related to privilege, power, and control. In New York State, a student’s socioeconomic status is determined by family participation in economic assistance programs, such as the Free or Reduced Price Lunch Programs; Social Security Insurance (SSI); Food Stamps; Foster Care; Refugee Assistance (cash or medical assistance); Earned Income Tax Credit (EITC); Home Energy Assistance Program (HEAP); Safety Net Assistance (SNA); Bureau of Indian Affairs (BIA); or Family Assistance. Temporary Assistance for Needy Families (TANF). If one student in a family is identified as low income, all students from that household or economic unit may be identified as low income.

**SOCIOCULTURAL RESPONSIVENESS** involves the active sensitivity to what all students need to be successful academically, psychologically, emotionally, and socially. Such responsiveness recognizes that all students are different and must be uniquely responded to, challenged and stimulated, and strategies must be adapted to meet the needs of individual and groups of students.

**SOCIO-POLITICAL CONSCIOUSNESS** involves an awareness to both the social and political factors at play in the workings of complex societal systems. This consciousness is necessary for navigating complex systems based on a unity of thought and performance, reflective practice and deliberative action, skills that are meaningful and necessary for participation in expanding global economies and democracies.

**STRUCTURAL RACISM** (or structural racialization) is the operation of racial bias across institutions and society. It describes the cumulative and compounding effects of an array of factors that systematically privilege one group over another. Since the word “racism” often is understood as a conscious belief, “racialization” may be a better way to describe a process that does not require intentionality. Race equity expert John A. Powell writes: “Racialization’ connotes a process rather than a static event. It underscores the fluid and dynamic nature of race... ‘Structural racialization’ is a set of processes that may generate disparities or depress life outcomes without any racist actors.”

**SYSTEMATIC EQUITY** is a complex combination of interrelated elements consciously designed to create, support, and sustain social justice. It is a robust system and dynamic process that reinforces and replicates equitable ideas, power, resources, strategies, conditions, habits, and outcomes.

**SYSTEMIC RACIALIZATION** describes a dynamic system that produces and replicates racial ideologies, identities, and inequities. Systemic racialization is the deeply-institutionalized pattern of discrimination that cuts across major political, economic and social organizations in a society. Public attention to racism is generally focused on the symptoms (such as a racist slur by an individual) rather than the system of racial inequality. Like two sides of the same coin, racial privilege describes race-based advantages and preferential treatment based on skin color, while racial oppression refers to race-based disadvantages, discrimination and exploitation based on skin color.
### COLLABORATIVE MEMBERS

#### EXPERT PANEL
- **Alfredo Artiles**  
  Dean of the Graduate College and Professor at Arizona State University
- **Jeff Duncan-Andrade**  
  Associate Professor at San Francisco State University
- **David Kirkland**  
  Executive Director of New York University Metro Center
- **Gloria Ladson-Billings**  
  Distinguished Professor at University of Wisconsin
- **Joyce Moy**  
  Executive Director of Asian American/Asian Research Institute, City University of New York
- **Django Paris**  
  Associate Professor and Director of the Banks Center for Educational Justice at University of Washington, Michigan State
- **Carla Shedd-Guild**  
  Associate Professor of Urban Education at the CUNY Graduate Center
- **Amy Stuart-Wells**  
  Professor at Teachers College, Columbia University
- **Mariana Souto-Manning**  
  Associate Professor at Teachers College, Columbia University
- **Zoila Morrell**  
  Associate Professor of Educational Leadership at Mercy College

#### ADVISORY PANEL
- **Zakiyah Shaakir-Ansari**  
  Advocacy Director at the Alliance for Quality Education
- **Tracy Atkins**  
  Teacher, Development and Evaluation Coach, (TDEC) for District 31
- **Jim Bostic**  
  Executive Director at Nepperhan Community Center
- **Barry Derfel**  
  Assistant Superintendent at TST BOCES of Ithaca
- **Arnold Dodge**  
  Associate Professor of Education at Long Island University
- **Winsome Gregory**  
  Assistant Superintendent for Administration and Instruction at Nyack Public Schools
- **Gilleyan Hargrove**  
  Supervisor of Guidance Services at NYCDOE
- **Stanley Harper**  
  Superintendent of Schools at Salmon River Central School District
- **Eva Hassett**  
  Executive Director at International Institute of Buffalo
- **Ruth Holland Scott**  
  Community Leader of Rochester
- **Andrea Honigsfeld**  
  Professor of Education, Molloy College
- **Sonya Horsford**  
  Associate Professor at Teachers College, Columbia University
- **Brian Jones**  
  Associate Director of Education at the Schomburg Center for Research in Black Culture
- **Marina Marcou-O’Malley**  
  Policy and Operations Director at Alliance for Quality Education
- **Regent Nan Mead**  
  New York State Board of Regents
- **Fatima Morrell**  
  Assistant Superintendent, Buffalo Public Schools
- **Roberto Padilla**  
  Superintendent of Newburgh Schools
- **Yolanda Sealey-Ruiz**  
  Associate Professor at Teachers College, Columbia University
- **Regent Lester Young, Jr.**  
  New York State Board of Regents

### Attachment: nysed culturally-responsive-sustaining-education-framework 8-13-19 (Culturally Responsive-Sustaining Education)
The CR-S framework helps educators create student-centered learning environments that: affirm racial, linguistic and cultural identities; prepare students for rigor and independent learning, develop students’ abilities to connect across lines of difference; elevate historically marginalized voices; and empower students as agents of social change.
B. **Summer Curriculum Projects**

This, similar to most summers, has been extremely active with curriculum development, revisions, and updates. In total, we facilitated 59 projects whereby teams of administrators and teachers collaborated to provide rich learning experiences for our students. Topics ranged from implementation of our new elementary math program to School-to-Work program upgrades to the creation of new high school electives to Comprehensible Input Strategies for world language courses.

Thank you to the many teachers and instructional administrators who worked tirelessly this summer.
SUPERINTENDENT INFORMATION
August 13, 2019

A. **Summer School Programs**

This week marks the end of our sixth year taking part in a regional summer school program. Again this year, this program was held at Mohonasen H.S. Sixty-nine (69) students from Guilderland in grades 6-12 participated. We are appreciative of the support of our colleagues at BOCES and Mohonasen for providing this opportunity for our students.

This week marks the conclusion of our extended year program for students with disabilities at Guilderland Elementary School and the BOCES extended year program for students with disabilities hosted at Westmere Elementary School. We also held a 3-week English as a New Language (ENL) program at Guilderland Elementary School again this summer. Thank you to faculty and staff who contributed to these programs.

Camp Invention is being held at Farnsworth Middle School this week. There are 221 campers attending!

Another successful season of the FMS Butterfly Station ended with “Release Day” on Thursday, August 8th.
SUPERINTENDENT INFORMATION
August 13, 2019

B. **2019-2020 Proposed Board of Education Meeting Program Reports**

A schedule of proposed presentations and program reports for the 2019-20 school year is attached for discussion.

agenda dates 2019-20
Guilderland Central School District
Board of Education Meetings
2019-2020
High School LGI  7:00 p.m.

July 2, 2019  
Organizational Meeting

August 13  
Set tax rate

September 17  
Program Report: Instructional Coaching Update

October 15  
Employee Recognition

October 29  
Public input for budget development
Program Report: Every Student Succeeds Act/Equity

November 19  
Program Report: Career and Technical Education

December 10  
Board direction for budget development
Program Report: School Start Time

January 14, 2020

January 28

February 11

March 3  
Superintendent’s Draft Budget Presentation

March 10  
Workshop-Budget Questions and Answers

March 24

April 2  
Board’s Budget Workshop

April 7  
Budget Adoption

April 28

May 12  
Budget Hearing

May 19  
Budget Vote and Elections

May 26

June 9

July 1  
Organizational Meeting
C. Opening of School Activities

The opening of school draws closer, listed below are some of the upcoming activities:

**TUESDAY, SEPTEMBER 3RD**
Opening Day for Staff (Begins at 7:30 a.m. in the High School with coffee; welcoming remarks, service recognition, and introduction of new staff to begin at 8:00 a.m. in the auditorium).

**KINDERGARTEN WELCOME**
Our elementary schools will be inviting new Kindergarten students in to meet their teachers, drop off supplies, and to board a school bus. Specific details from each building outlining this information will be sent out.

**ORIENTATION**
*Middle School*
- 6th Grade- Wednesday, September 4, 8:45 - 10:00 a.m.
  - New 7th & 8th Grade Students - Wednesday, August 28, 6:00 p.m. - 7:00 p.m.

*High School*
  Orientation for 9th Graders and New Students- Wednesday, September 4, 7:30 - 11:15 a.m.

**FIRST DAY OF CLASSES, K-12**
  Thursday, September 5
BOARD PRESIDENT INFORMATION
August 13, 2019

A. **Board of Education Member Vacancy**

The board will discuss a process for filling a vacant board member seat.
BUSINESS ACTION
August 13, 2019

A. **Summer School Classroom Rental Agreement with BOCES**

Resolved, that the Board of Education approve the summer school special education classroom rental agreement with Capital Region BOCES for the period commencing July 1, 2019 and ending August 30, 2019 and authorize the Superintendent to execute the agreement.

Attachment: BOCES Summer School Special Education Classroom Rental Agreement
ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA BOCES

SUMMER SCHOOL SPECIAL EDUCATION CLASSROOM RENTAL AGREEMENT

IT IS HEREBY AGREED by and between the Guilderland Central School District, 8 School Road, P.O. Box 18, Guilderland Center, New York 12085-0018 and the Board of Cooperative Educational Services of Albany-Schoharie-Schenectady-Saratoga Counties with offices at 900 Watervliet-Shaker Road, Suite 102, Albany, New York, 12205 (BOCES) as follows:

1. **PREMISES.** The District hereby leases to BOCES certain Summer School Special Education classroom(s). Each classroom covered by this lease agreement shall comply with the Regulations of the Commissioner of Education.

2. **TERM.** The term of this lease agreement shall be for a period of two (2) months commencing on July 1, 2019 and ending August 30, 2019.

3. **RENT.** BOCES shall pay to the District rent of $2,300 per classroom for a total of $27,600 for the time period referenced in Article 2 of this agreement. Rental payments shall be payable no later than September 30, 2019.

4. **MAINTENANCE OF CLASSROOM LOCATION.** It is the hope and expectation of both parties that each classroom provided for herein will remain at one location for the duration of the term and any renewal. Moving of a classroom to another location in the same building or relocating the classroom in another school building may only take place in the event of extraordinary and unforeseen circumstances (e.g., fire, asbestos removal, major district reorganization). The District shall give written notice to BOCES of its reasons for proposing to move or relocate a classroom as soon as possible after the occurrence of the extraordinary circumstance.

5. **COMPLIANCE WITH REGULATIONS.** The Lessor will obtain a certificate of occupancy from the appropriate authorities and lessor covenants that it will be in continuing compliance with all required local, State Education Department, Federal and State regulations.

6. **APPROVAL BY COMMISSIONER.** The terms of this lease and any modifications shall not become effective until approved by the Commissioner of Education.

IN WITNESS WHEREOF the parties have caused this lease to be executed by their duly authorized corporate officers.

Guilderland Central School

By ________________

Board of Cooperative Educational Services of Albany-Schoharie-Schenectady-Saratoga Counties

By ________________

<table>
<thead>
<tr>
<th>Building</th>
<th>Co-Ser</th>
<th># of classrooms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Westmere Elementary</td>
<td>F818</td>
<td>12</td>
</tr>
<tr>
<td>6824 Johnston Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Albany, New York 12203</td>
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<td>TOTAL 12 $27,600</td>
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Packet Pg. 135
B. Classroom Rental Agreement with Living Resources

Resolved, that the Board of Education approve a one year extension of the classroom rental agreement with Living Resources, for the 2019-20 school year, to provide an after school program for students with disabilities.

Attachment: Living Resources After School Program Agreement
August 2, 2019

Living Resources After School Program
300 Washington Ave Ext.
Albany, NY 12203

To Whom It May Concern,

I am writing to ask if you are willing to extend the agreement to lease two classrooms and gymnasium space at the high school for the 2019-20 school year under the same contract terms and conditions of the existing agreement.

If you find these terms acceptable, please sign and date this letter below and mail or fax (861-6017) it to my attention. If you have any questions, please contact me at 456-6200 ext 3125.

Sincerely,

[Signature]

Neil T. Sanders
Assistant Superintendent for Business

Acceptance of Lease Agreement Extension for One Additional Year

[Signature]
Authorized Representative

8/6/19
Date

C: Lisa Knowles
BUSINESS ACTION
August 13, 2019

C. Final 2018-19 BOCES Service Contracts

Resolved, that the Board of Education approve the Final 2018-19 Contract for BOCES Services, as required by Education Law, in order for BOCES Aid to be paid.

Attachment: 2018-19 Final Contract for BOCES Services
**Central Administration**  
**Capital Region BOCES**  
900 Watervliet-Shaker Road  
Albany, NY 12205

**Amended 2018/2019 AS-7 Contract**

THIS AGREEMENT made this 1st day of July, 2018 by and between the Albany-Schoharie-Schenectady-Saratoga, party of the first part, and GUILDERLAND CSD, party of the second part.

WITNESSETH, That whereas party of the first part has been duly authorized to provide the approved Services below and has been authorized to enter into agreements with boards of education and school trustees, under the provisions of section 1950-51 of the Education Law.

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2018-19 school year at the indicated cost.

<table>
<thead>
<tr>
<th>Program/Serial No.</th>
<th>Service</th>
<th>Quantity/Share</th>
<th>Unit Cost</th>
<th>Cost Basis</th>
<th>Current Fixed Cost</th>
<th>Adjustments To Date</th>
<th>Current Contract</th>
<th>District Budget Code</th>
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<td>001.000 Administration</td>
<td>0.0000</td>
<td>0.0000 Per RWADA</td>
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<td>0.0000 5 YR AVG</td>
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**206.216 DHH HS 12:1:2**

<table>
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<th>Program/Serial No.</th>
<th>Service</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Cost Basis</th>
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<th>Adjustments To Date</th>
<th>Current Contract</th>
<th>District Budget Code</th>
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**206.246 Dvpmnt Skills Reg Assmnt HS 12:1:2**

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<tr>
<th>Program/Serial No.</th>
<th>Service</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Cost Basis</th>
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<th>Adjustments To Date</th>
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**209.219 Ready to Learn (K-8) 4:1:2**

<table>
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<th>Program/Serial No.</th>
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<th>Quantity</th>
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Attach: Attachment: 2018-19 Final Contract for BOCES Services (Final 2018-19 BOCES Services)
### Basis for Current Contract

<table>
<thead>
<tr>
<th></th>
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**WinCap** Ver. 19.06.27.17
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## Amended 2018/2019 AS-7 Contract

### Albany-Schoharie-Schenectady-Saratoga
GUILDERLAND CSD

### School Year 2018-19

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<th>Quantity/Share</th>
<th>Unit Cost</th>
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Note: The above table represents the basis for the current contract with details on quantity, share, unit cost, cost basis, current fixed cost, initial contract to date, adjustments to date, current contract, and district budget code. The numbers and calculations are specific to the services provided by BOCES under the amended contract for the school year 2018-19.
### Basis for Current Contract

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<td><strong>412.030 Online &amp; Blended Learning</strong></td>
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<td><strong>412.031 Online &amp; Blended Learning</strong></td>
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<td>412.031.150 Apex Learning - System &amp; Licensin</td>
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<td><strong>502.000 Masterminds</strong></td>
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<td>502.000.000 Varsity</td>
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<td>502.000.010 JV</td>
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<td><strong>502.001 Masterminds N/A</strong></td>
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<td>502.001.000 Varsity</td>
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<td>502.001.010 JV</td>
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<td><strong>503.090 E-Books</strong></td>
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<td>503.090.010 E-Books Reference</td>
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<td><strong>507.040 Staff Dvprnt/Base/Turnkey</strong></td>
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<tr>
<td><strong>507.050 Scoring/Assessment</strong></td>
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<td><strong>507.060 Staff Dvprnt - Programs in full</strong></td>
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<td><strong>512.005 Project Planning &amp; Management</strong></td>
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<td><strong>512.066 Hardware Purchase</strong></td>
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<td><strong>512.066.070 Hardware Purchase- Other</strong></td>
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<td><strong>512.070 Internet Services</strong></td>
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<td>604.030.060 Admin Equip Maint-Copiers</td>
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<td>604.060 Installation Purchases</td>
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<td>604.066 Hardware Purchases Other</td>
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<td>604.170 Facility Services</td>
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<td>604.180 Finance Manager &amp; Hosted Solution</td>
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WinCap Ver. 19.06.27.17
### Basis for Current Contract

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<th>Program/Service Description</th>
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## Amended 2018/2019 AS-7 Contract

### Albany-Schoharie-Schenectady-Saratoga

**GUILDERLAND CSD**

### Basis for Current Contract

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<tr>
<th>Program/Service</th>
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## Amended 2018/2019 AS-7 Contract

### Albany-Schoharie-Schenectady-Saratoga
GUILDERLAND CSD

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### Basis for Current Contract

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<th>Program/Service Description</th>
<th>Quantity/Share</th>
<th>Unit Cost</th>
<th>Cost Basis</th>
<th>Current Fixed Cost</th>
<th>Initial Contract</th>
<th>Adjustments To Date</th>
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Central Administration  
Capital Region BOCES  
900 Watervliet-Shaker Road  
Albany, NY 12205  

Albany-Schoharie-Schenectady-Saratoga  
GUILDERLAND CSD  

School Year 2018-19  

Summary:  

Total of Service Costs - All Funds: 4,587,017.73 (Except 001/002)  
Capital Costs: 176,065.00 (CoSer 002)  
Adm. & Clerical Costs: 375,772.00 (CoSer 001)  
Total Contract Costs: 5,138,854.73  

This contract shall not be valid or binding until it is approved by the Commissioner of Education.  
IN WITNESS WHEREOF, the parties have set their hands the day and year above written.  

[Signature]  
Sharon C. Kiddy  
Albany-Schoharie-Schenectady-Saratoga  
NY, 12205  

[Signature]  
Board of Cooperative Educational Service, 900 Watervliet-Shaker Road Suite 102, Albany,  

[Signature]  
GUILDERLAND CSD  
8 School Road, PO Box 18, Guilderland Center, NY, 12085-0018  

WinCap  Ver. 19.06.27.17
D. **Ice Hockey Cooperative Agreement**

Resolved, that the Board of Education approve the agreement to jointly operate a combined Ice Hockey Team with and for students from the Scotia-Glenville Central School District, Mohonasen Central School District, Schalmont Central School District, Voorheesville Central School District and Guilderland Central School District for the 2019-20 school year.

Attachment: Ice hockey Agreement 2019-20
AGREEMENT BETWEEN

SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT
GUILDERLAND CENTRAL SCHOOL DISTRICT, MOHONASEN CENTRAL
SCHOOL DISTRICT, SCHALMONT CENTRAL SCHOOL DISTRICT AND
VOORHEESVILLE CENTRAL SCHOOL DISTRICT

THIS AGREEMENT entered into this _____ day of __________, 2019 is by and
between the SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT, GUILDERLAND
CENTRAL SCHOOL DISTRICT, MOHONASEN CENTRAL SCHOOL DISTRICT,
SCHALMONT CENTRAL SCHOOL DISTRICT AND VOORHEESVILLE CENTRAL
SCHOOL.

WITNESSETH

WHEREAS, by Agreement dated______________, the Boards of Education of SCOTIA-
GLENVILLE CENTRAL SCHOOL DISTRICT, GUILDERLAND CENTRAL SCHOOL
DISTRICT, MOHONASEN CENTRAL SCHOOL DISTRICT, SCHALMONT CENTRAL
SCHOOL DISTRICT AND VOORHEESVILLE CENTRAL SCHOOL DISTRICT agree to join
together to operate a combined Ice Hockey Team (collectively referred to as the “Program”) for
students from SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT,
GUILDERLAND CENTRAL SCHOOL DISTRICT, MOHONASEN CENTRAL SCHOOL
DISTRICT, SCHALMONT CENTRAL SCHOOL DISTRICT AND VOORHEESVILLE
CENTRAL SCHOOL DISTRICT, for the 2019-2020 school year, in order to provide their students
with the opportunity to play ice hockey where such opportunity would not otherwise exist; and
WHEREAS, SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT, GUILDERLAND
CENTRAL SCHOOL DISTRICT, MOHONASEN CENTRAL SCHOOL DISTRICT,
SCHALMONT CENTRAL SCHOOL DISTRICT AND VOORHEESVILLE CENTRAL

1
SCHOOL DISTRICT agreed to appropriate monies to operate the Program for the 2019-2020 school years; and

**NOW, THEREFORE**, the parties hereto agree as follows, the foregoing preamble being hereby made in its entirety part of the covenants, terms and promises comprising this Agreement:

1. The term of this Agreement shall be for the 2019-2020 school year, unless terminated earlier as set forth herein.

2. The continuation of the Program for the school year of this Agreement shall be subject to the availability of funding and continued approval of the Program by the NYSPHSAA and/or Section 2 Athletic Council.

3. SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT, GUILDERLAND CENTRAL SCHOOL DISTRICT, MOHONASEN CENTRAL SCHOOL DISTRICT, SCHALMONT CENTRAL SCHOOL DISTRICT, VOORHEESVILLE CENTRAL SCHOOL DISTRICT each agree to the attachment (Exhibit A) in accordance towards the costs of the Program including, but not limited to, equipment, uniforms, officials, coaches, ice time and athletic trainers/medical coverage.

4. After consultation with each party’s respective insurance company(s) regarding this Agreement, each party shall, at its sole expense, procure and maintain such polices of comprehensive general liability, and such other insurance as shall be necessary, naming the other party as additional insured against any claim for liability, personal injury, and/or death occasioned directly or indirectly by the other party in connection with the performance of its responsibilities under this Agreement. However, each such policy shall provide a minimum coverage of One Million ($1,000,000) Dollars in the event of injury or death to one person and Three Million ($3,000,000) Dollars in the event of injury or death...
to more than one person as a result of the same incident. Upon the execution of this Agreement, each party shall provide the other party with a copy of such policy(s).

5. Each party agrees to indemnify, defend and hold harmless the other parties, including the other parties’ respective board of education, employees and agents for all losses, costs, damages and expenses, including attorneys’ fees, judgments, fines and amounts paid in settlement in connection with any threatened, pending or completed action, suit or proceeding, arising from any act, error, omission, misstatement, misleading statement, neglect or breach of duties by the other party or any of its board members, employees, or agents, taken or made in the performance of their obligations undertaken or reasonably assumed with respect to this Agreement.

6. During the term of this Agreement, students in grades nine (9) through twelve (12) shall be eligible to participate in the Program consistent with the Regulations of the Commissioner and the Rules of the New York State Public High School Athletic Association (“NYSPHSAA”) regarding Interscholastic Athletics. The participation of any other students shall be determined in accordance with the applicable Commissioner’s regulations and NYSPHSAA rules.

7. All students who participate in the Program shall abide by their respective District’s rules for athletic participation, including, but not limited to, the Student and Athletic Codes of Conduct. Health examinations for participation shall be conducted by each student’s home district. Any additional medical clearance required during the season (e.g., in the event of a concussion), shall be obtained from the school physician/medical director for the student’s home district.
8. Representatives of the Districts shall meet with potential ice hockey players and parents to discuss the Program on or before the commencement of each ice hockey season.

9. All parties’ respective coaches, players and parents participating in the Program shall attend a group meeting before the start of practices for each season.

10. All parties certify that they have been unable to create an Ice Hockey Team at their respective districts for at least one school year and certify that this Agreement is not made with the intent to gain an unfair balance of power in any given sport.

11. All parties agree that they shall comply with the following obligations set forth in the NYSPHSAA Bylaws and Eligibility Standards and Section 2 Athletic Council’s Policies and directives:
   - Submit requisite paperwork and obtain necessary approval from the League and Section 2 Athletic Council on an annual basis;
   - Thereafter, and once approval is obtained from the Section 2 Athletic Council, report such approval to the NYSPHSAA Executive Committee;
   - If the combined teams being formed hereunder go beyond sectional level competition the students enrolled in grades nine (9) through eleven (11) shall be combined for State level competition in accordance with NYSPHSAA Standards;
   - Applications that are signed by each party’s Athletic Director(s) and Superintendent along with a copy of the Boards’ resolutions shall be submitted to the Section 2 Athletic Council.

12. Any party may terminate this Agreement at any time by written notice to the other party sent no fewer than thirty (30) days in advance of the start of the respective season(s). In the event either party determines to terminate this Agreement during a season, it shall
provide written notice to the other party and termination shall be effective at the conclusion of that season. Notice of Termination shall be directed to the attention of the other party’s Superintendent of Schools.

13. This Agreement shall not be binding on the parties until approved by each party’s respective Board of Education.

GUILDERLAND CENTRAL SCHOOL DISTRICT

By: 
President, Board of Education

MOHONASEN CENTRAL SCHOOL DISTRICT

By: 
President, Board of Education

VOORHEESVILLE CENTRAL SCHOOL DISTRICT

By: 
President, Board of Education

SCHALMONT CENTRAL SCHOOL DISTRICT

By: 
President, Board of Education

SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT

By: 
President, Board of Education
<table>
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<th></th>
<th>Guilderland</th>
<th>Mohonasen</th>
<th>Voorheesville</th>
<th>Schalmont</th>
<th>Scotia-Glenville</th>
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<td><strong>Purchase of Equipment</strong></td>
<td>Each Player</td>
<td>Each Player</td>
<td>Athlete/families</td>
<td>Each Player</td>
<td>Each Player</td>
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<tr>
<td><strong>Storage of Equipment</strong></td>
<td>Each Player</td>
<td>Each Player</td>
<td>Athlete Coaches responsible for making sure Equipment meets safety standards</td>
<td>Each Player</td>
<td>Each Player Coaches make sure equipment meets health and safety requirements</td>
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<td><strong>Uniforms</strong></td>
<td>Each Player</td>
<td>Each Player</td>
<td>Athletes</td>
<td>Each Player</td>
<td>Ice Hockey Booster Club/Parents</td>
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<td>*Responsible for for two home games</td>
<td>Responsible for paying for two home games</td>
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<td>1/5 of the cost of Coach’s compensation</td>
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<td><strong>Coaches Background Check</strong></td>
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<td>Confirms Background clearance</td>
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*Mohonasen will pay $4,000 towards the program as prior year commitment. Not to exceed $4,000.

**Guilderland will hire the coach. Guilderland will bill each District 1/5 of the coach’s compensation.
BUSINESS ACTION
August 13, 2019

E. Service Agreements

Resolved, that the Board of Education approve the following agreements and authorize the Superintendent of Schools to execute the agreements:

- CDB Connections
- Center for Disability Services – Langan School
- Four Winds Saratoga
- Hillcrest Academy
- LearnWell
- Living Resources Corporation
- Music Speaks Services
- The New England Center for Children
- Northern Rivers Family Services
- Northern Rivers – Neil Hellman School
- St. Catherine’s – summer 2019
- St. Catherine’s - 2019-20 school year
- Sign Language Interpreter Services
- South Colonie Central School District

Attachment: CBD Connections
Attachment: Center for Disability Services - Langan School
Attachment: Four Winds Saratoga
Attachment: Hillcrest Academy
Attachment: LearnWell
Attachment: Living Resources Corporation Agreement
Attachment: Music Therapy Services
Attachment: The New England Center for Children
Attachment: Northern Rivers Family Services
Attachment: Northern Rivers - Neil Hellman School
Attachment: St. Catherine's - Summer 2019
Attachment: St. Catherine's - 2019-20 School Year
Attachment: Sign Language Interpreter Services
Attachment: South Colonie Central School District
July 26, 2019

Lisa Knowles
Director of Pupil Services
Guilderland Central School District
8 School Road P.O. Box 18
Guilderland, NY 12085

Dear Ms. Knowles:

This will serve as an Agreement between the Guilderland Central School District and CDB Connections. This Agreement will cover any requested special education and/or related services to be provided by CDB Connections for children in the Guilderland Central School District for summer 2019 and the 2019-2020 school year.

The 2019-2020 rate structure, for Special Education, Speech Therapy, Physical Therapy, Occupational Therapy, Music Therapy, Social Work services, and meetings (outside of direct services) requested by the district will be $57 per half hour for individual sessions. Group sessions (of 2-5 children) for these services will be billed at $36.50 per half hour, per child. The above services are billed on a tuition basis per IEP dates. In the event that the group of identified children is a group of one, then services will be billed at an individual service rate. Supplemental and triennial review evaluations for the above services will be billed at $325 per evaluation.

The rate for specialized services including Assistive Technology, Teacher of the Deaf, Teacher of the Visually Impaired, and Orientation and Mobility services, and meetings (outside of direct services) will be $67.50 per half hour for individual sessions. These services are billed on a tuition basis per IEP dates. Please contact us regarding rates for supplemental and triennial review evaluations for these services. A rate add-on of $25.00 per service will be added for any services delivered at locations which are outside a 15 mile radius of our satellite offices (listed in the footer).

CDB Connections shall maintain documentation and confidentiality in compliance with New York State and Federal laws and regulations. We will provide Guilderland Central School District with written recommendations for long-term goals and short-term objectives, reports on progress towards goals and objectives, and service logs.

Guilderland Central School District shall make available all records and information necessary (both electronic and hard copy) in order for CDB Connections to provide the requested services. Such information shall not be disclosed by CDB Connections to any third party without the express written consent of Guilderland Central School District and Parent. All required documentation shall be submitted to Guilderland Central School District for appropriate disbursement to families and other approved recipients. All Medicaid and other billing compliance is the responsibility of Guilderland Central School District.

Under the guidelines of this Agreement, the provider is an employee of CDB Connections. Guilderland Central School District agrees not to solicit the employee(s) in any manner while this Agreement is in effect, and for one year thereafter. In the event a student moves out of the district, CDB Connections must be notified by Guilderland Central School District within 24 hours in order to stop service(s). Any or all services in this Agreement may be terminated in writing by either party with 30 day notice.

Please sign below, complete the following 2 pages and return to the address listed in the header ASAP. Agreements will be provided based on staff availability.

[Signature]
Paul Bashant or Lara Hulst, Directors
CDB Connections

[Signature]
Marie Wiles, Guilderland Central School District

Attachment: CBD Connections (Service Agreements)
AGREEMENT

THIS AGREEMENT, for the extended school year and regular school years by and between GUILDERLAND CENTRAL SCHOOL DISTRICT, party of the first part, hereinafter referred to as the “Board”, and THE CENTER FOR DISABILITY SERVICES, INC., d/b/a LANGAN SCHOOL hereinafter referred to as the “Contractor”, a not-for-profit corporation having its principal place of business at 314 South Manning Boulevard, Albany, New York, party of the second part.

WITNESSETH:

WHEREAS, The Board is authorized by law to contract with the institution within or without the State of New York for the instruction of children with disabilities who, because of unusual types of disabilities or combination of disabilities cannot be instructed within the School District, and

WHEREAS, in the judgment of the Board, the Contractor can meet the needs of said children with disabilities.

NOW THEREFORE, the parties mutually agree as follows:

1. During the summer and regular school components 2019-2020, the Contractor shall provide appropriate instruction for children with disabilities admitted by the Contractor and approved by the Board to attend Contractor's School. The Board shall refer children to the Contractor for enrollment and the Contractor shall accept those children so referred in accordance with its usual admission policies. Instruction shall follow the goals and objectives outlined in the Individual Education Plan (IEP). All IEPs must be on file for the current school year 15 days prior to the start of the first day of the session the student will be attending.

2. In addition to the IEP, the Board will provide complete school records to the Contractor including, but not limited to the stated IEP, previous evaluations, social history, medical information, e.g. immunizations, recent psycho-educational evaluation, and any other pertinent materials.

3. The Board shall pay the tuition cost while the child is enrolled in the Contractor's school. Tuition shall be $7611.00 for the Summer 2019 component pending final STAC SED approval. When the contractor receives the approved rate the Contractor will adjust the Board’s account as necessary. Tuition shall be paid by the Board according to the following schedule:

The District shall pay the tuition costs while the child is enrolled in the school of the Contractor. Tuition shall be $3805.50 per month for the Summer 2019 component, except that a partial month resulting from a new enrollment or discharge shall be paid on a pro-rated basis of $1268.50 per week for the summer component. Tuition will be paid for all days of enrollment,
and shall also be paid for all days of absence due to illness, legal reasons, teacher conference, and workshops.

4. The Board shall pay the tuition cost while the child is enrolled in the Contractor's school. Tuition shall be $45666.00 for the school year component pending final STAC SED approval. This rate is the current SED prospective rate for the School year 2019-2020. It includes clinical costs for the ten month period starting September 4, 2019. The actual rate for the 2019-2020 school years will include the full value of clinical costs as computed by SED and retroactive to the commencement of the school year. When the contractor receives the approved rate the Contractor will adjust the Board’s account as necessary. Tuition shall be paid by the Board according to the following schedule:

The District shall pay the tuition costs while the child is enrolled in the school of the Contractor. Tuition shall be $45666.00 per month for the regular school year component, except that a partial month resulting from a new enrollment or discharge shall be paid on a pro-rated basis of $1141.65 per week for the school year component. Tuition will be paid for all days of enrollment, and shall also be paid for all days of absence due to illness, legal reasons, teacher conference, and workshops.

Payment is due 30 days after completion of monthly services rendered. Tuition will be charged during the time of enrollment and until the child has left the school of the Contractor for one of the following reasons: death, withdrawal from the school of the Contractor by the District, the appropriate Family Court, or any of these in concert: withdrawal of the child by the parent or guardian where such is legally permissible: verified admission of the child in another school setting, or such other reasons as to make withdrawal mutually agreeable.

5. During the enrollment of the child, the Contractor will provide special education services as defined by New York State Education regulations in specifically designed individual or group instruction as formalized in the IEP. This will include Speech and Language Pathology, Psychological Services, Physical Therapy, Occupational Therapy, Counseling Services, Medically related services to determine whether a student has a medically related disability which would determine if a student is eligible for special education and related services, parent counseling and training, school health services, school social work, assistive technology assessments and training, and vocational transition services.

The District will contract separately for Assistive Technology devices, Music Therapy services, Teacher of the Visually Impaired services, Orientation and Mobility services and Psychological Triennials. Upon District request, a Psychological Triennial will be conducted by the Contractor on the District’s behalf for a fee of $400.00.

6. The contracting school shall be subject to the visitation of the Commissioner of Education and the Board. Attendance shall be reported monthly to the Board's designee for each child registered with the Contractor. The Contractor shall further advise the Board of the progress of the children and shall render reports to the Board at any time that said reports are made to the parents of pupil or pupils. The contractor and the District will act mutually to prepare children who have been accepted by the Contractor to attend its school and also to prepare for a return to the district.
7. The Board shall, at its own expense, provide for suitable transportation (as defined in the IEP) to and from the Contractor's school according to the calendar of the Contractor, for pupils in attendance from the school district administered by the Board.
IN WITNESS WHEREOF, the parties hereto have annexed their hands and seals the day and year first above written.

THE CENTER FOR DISABILITY SERVICES, INC.
d/b/a LANGAN SCHOOL

By: ____________________________
   Gregory J. Sorrentino
   Chief Operating Officer and
   Chief Financial Officer

Date: 6/18/19

GUILDERLAND CENTRAL SCHOOL DISTRICT

By: ____________________________
   Name:
   Title:

Date: ____________________________
Guilderland CSD  
8 School Road  
Guilderland Center NY 12085

agrees to pay for tutorial services provided by Four Winds to students who are:

1. Eligible for public education.
2. Residents of the district.
3. Currently in our inpatient treatment programs at Four Winds.

The district will pay thirty-five dollars and zero cents ($35.00) an hour for instruction according to the following schedule:

1. Ten (10) hours per week for students in the middle and high school.
2. Five (5) hours per week for students in elementary school.

Signature  
Title  
Phone Number  
Date

CD122-EDU-002
This agreement authorizes the placement of (student’s name) at Hillcrest Academy.

I, GUILDERLAND CENTRAL SCHOOL DISTRICT, the LEA/custodial agency of (student’s name), understand that the following provisions of this Agreement will be binding.

I. STATEMENT OF PURPOSE

Hillcrest Academy’s primary purpose is to educate and provide care and treatment for its students. The goal of the program is to provide treatment and support sources so that children may learn to their highest potential and ultimately succeed in a public school setting.

It is understood that (student’s name) will be enrolled at Hillcrest Academy.

It is also understood that Hillcrest Academy is a non-secure setting. While Hillcrest Academy endeavors to provide a safe and appropriate staffing level, consistent with the requirements of state licensing agencies, Hillcrest Academy does not offer locked units. Consequently, no representations are made by Hillcrest Academy that it will be able to absolutely prevent all unauthorized departures by students. By executing this agreement, the signatories indicate that they are fully familiar with Hillcrest Academy and that they understand that their child/ward is properly served in a non-secure setting.

II. TERMS OF PAYMENT

Hillcrest will be reimbursed by GUILDERLAND CENTRAL SCHOOL DISTRICT (reimbursing party), which party is a signatory to this agreement and bound by its provisions, for services provided to (student’s name), at a rate of $280.25/DAY.
HILLCREST ACADEMY
PLACEMENT AGREEMENT

III. 30 DAY WITHDRAWAL NOTIFICATION

Hillcrest Academy requires a thirty (30) day written notice of the withdrawal of any student unless circumstances warrant an emergency discharge.

In the event of an emergency discharge (hospitalization), the LEA agrees to fund an additional seven (7) days beyond the emergency discharge date, and will provide written notice to Hillcrest Educational Centers within the 7 day timeframe.

In the event that the student is withdrawn prior to 30 days, the party that is responsible for payment under this agreement acknowledges and agrees that it will pay the per diem rate for any withdrawal prior to the 30 days.

IV. ABSENTEEISM

Hillcrest Educational Centers will continue to charge the per-diem tuition rate for an absent student in order to hold that student's place in the program unless written notice is received that the student will not be returning to the program.

V. PROVISION OF DIRECT SERVICES

All services agreed to between the LEA and Hillcrest Academy will be provided by Hillcrest Academy as set forth in ‘s (student’s name) Individual Education Plan.

Assigned clinical staff at Hillcrest Academy will maintain contact with the family/guardian(s) on a reasonable basis through telephone calls and mail correspondence. Assigned clinical and educational staff are available to discuss family issues that directly affect the student and his/her family from a clinical or educational point of view.
VI. DISCHARGE

A. CONDITIONS FOR DISCHARGE
A student’s discharge can be initiated under a variety of circumstances. Those circumstances include, but are not limited to, the following:

1. By request of the parent(s)/guardian(s)
2. By request of the LEA
3. By request of the custodial or funding agency
4. The student meets all goals for discharge
5. The student has reached Age of Majority and decides to leave Hillcrest Academy
6. Non-payment for services rendered
7. Non-payment of costs incurred by student as per Part II (Terms of Payment) of this Agreement
8. The failure of the parent(s)/guardian(s)/custodial agency to respond within 30 days to any reasonable request by Hillcrest Academy for information pertinent to the services rendered by Hillcrest Academy.
9. The student’s medical, clinical or educational condition requires a level of staff/intervention beyond that which Hillcrest Academy can provide. In this case, Hillcrest Academy will follow procedures for a planned discharge.
10. The student’s behavior presents a threat to the health or safety of him/herself or other students or staff at Hillcrest Academy. In this case, Hillcrest Academy will follow emergency procedures.
21. Failure by the parents, the guardian or the student to comply with the provisions of this Agreement or any of Hillcrest Academy’s other policies or procedures.

B. CONTRACTUAL OBLIGATIONS AT DISCHARGE
The LEA or funding agencies, in conjunction with the DOE regulations, agree to comply with all of their contractual obligations at the time of discharge, including all payment obligations.
VII. TRANSITION SERVICES

Hillcrest Academy will work collaboratively with the LEA to determine the transition services necessary for the student being discharged from Hillcrest Academy. However, Hillcrest Academy will not directly provide transition services for students who have been discharged from the Hillcrest Academy, nor will Hillcrest Academy be financially responsible for the provision of such services.

VIII. MISCELLANEOUS

In the event that the signatory agencies fail to comply with their obligations under this Agreement, they expressly consent to jurisdiction in the Courts of the Commonwealth of Massachusetts. The parties agree that the law of Massachusetts shall apply to any such suit, including, without limitation, the provisions of G.L. Chapter 231, sections 85K and 85Q (relating to the limitation of liability against charitable corporations and their officers and directors).

IX. HILLCREST ACADEMY REQUIREMENTS

51. Hillcrest Academy shall comply with all elements of the IEP for the student and shall provide, in writing, to the Administrator of Special Education detailed documentation of such compliance through completion of required student progress reports.

52. Hillcrest Academy shall allow the placing school district to monitor and evaluate the education of the student and shall make available, upon request, any records pertaining to the student to authorized school personnel from the school district and the Department in accordance with the Massachusetts Student Record Regulations.

53. Hillcrest Academy shall allow the placing school district and/or the Department to conduct announced and unannounced site visits and to review all documents relating to the provision of special education services to Massachusetts students at public expense. Access to documents for the placing school district shall include general documents available to the public, documents specifically related to the student placed by such district, and other documents only to the extent they are necessary to verify and evaluate education services provided at public expense.
54. Hillcrest Academy shall afford publicly funded students all the substantive and procedural rights held by eligible students, including but not limited to those specified in §28.09 of these regulations, and shall comply with all other applicable requirements of these regulations and applicable policy statements and directives issued by the Department.

55. Hillcrest Academy will not discriminate on the grounds of race, color, religion, sexual orientation, national origin, gender identity, or against qualified persons with disabilities.
HILLCREST ACADEMY
PLACEMENT AGREEMENT

I have read the above Agreement and understand all of its provisions. I agree to place

_________________________  __________________________
(student’s first name)    (student’s last name)

at Hillcrest Academy

in accordance with all terms of this Placement Agreement.

_________________________  7/11/2019
President/CEO     Date
Hillcrest Educational Centers, Inc.

_________________________  __________________________
Parent/Guardian    Date

_________________________  __________________________
Local Educational Authority    Date

GUILDERLAND CENTRAL SCHOOL DISTRICT
Placing and Funding Agency Name (if not LEA)
AGREEMENT this 1st day of July 2019, by and between the Guilderland Central School District, hereinafter referred to as "District", with its principal business address at 8 School Road, Guilderland Center, NY 12085 and EI US, LLC. dba LearnWell, with a business address at 2 Main Street, Suite 2A, Plymouth, Massachusetts 02360, hereinafter referred to as "Consultant." District and Consultant may hereinafter be collectively referred to as "the Parties."

WHEREAS, the District desires to obtain certain services and activities as described below or in the attachment to this Agreement, hereinafter referred to as the "Scope of Work" or "Work," which is attached hereto and made a part hereof; completed; and

WHEREAS, Consultant represents that he/she/it is qualified and, where required, licensed and/or certified to provide such services and to do such work and will maintain such qualification(s)/certification(s) during the term of this Agreement; and

WHEREAS, the parties have discussed and agreed on the following terms and conditions for such Agreement.

NOW, THEREFORE, in consideration of the promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by both parties, the parties hereto agree, by and between themselves as follows:

1. Term: The Consultant is hereby retained by District as an independent contractor. The terms of this agreement shall begin on July 1st, 2019 and extend for, through and include June 30th, 2020. This agreement may be terminated prior to June 30, 2020 upon successful completion of the services and activities outlined in this Agreement or upon written notice from the District as is provided below.

2. Services: Consultant shall perform the services and work (hereinafter "Work") described in Appendix "A" for the District. All such services and Work being the responsibility of the Consultant. Students assigned to LearnWell receive direct instruction and continuous administrative support. Instructors are assigned within 24 hours of our company's notification of the requirement for services. For each student served, LearnWell makes its best effort to obtain the student's individual course work from his or her school, complete the assignments with the student in a classroom setting, and return the course work to the student's school system to ensure the student remains up to date with their academics. A session report for each class session with the student is completed to document the details of the session and can be provided to the district at any point in time, upon request.
3. **Qualifications:** Consultant is qualified and if required, licensed and/or certified, to provide the services required by this Agreement and will maintain such certification(s)/qualification(s) during the term of this Agreement. Failure to do so will result in termination of this Agreement.

4. **Schedule:** Consultant is free to devote attention to the Work as the Consultant best determines in order to accomplish the objective of the Work and is not required to perform such Work during particular hours, on particular days or in a particular location, unless noted, so long as any time line or deadline for completion of the Work or portions of the Work is satisfied. The Consultant shall work with the District so as to coordinate any work to be performed so as to minimize the disruption to District staff and students.

5. **Fees and Charges:** Consultant's fees shall be set at an [complete one of 5.a, 5.b, or 5.c below and the Total Compensation line]:

5.a) Hourly rate of $61.00, per person, not to exceed 2 hours per day and ___30___ total days.

5.b) Daily rate of $___, per day, per person, not to exceed ___ days (minimum of 7 hours required per day or the daily rate will be pro-rated).

5.c) Fixed amount per unit of service delivered $___, not to exceed ______ delivery units.

Define the unit of service

The District will only agree to "fixed" amount contracts (5.c) when it is common for the situation or industry. For example, the fee for an evaluation of a student is typically a per diem per evaluation rather than the amount of time it takes.

The total estimated consultant fees based upon the time estimates above [are] or shall not exceed [strike appropriate line] $__10,000_____.

Note: Backup documentation will be required for invoice processing such as logs of hours/days worked with descriptions of work provided and/or payroll information, student attendance, etc.

Travel Time:
The District does not compensate for any travel time required for consultants to travel to and from Guilderland, or to any other location.

Travel Expense Reimbursement:
Expense reimbursements (including, but not limited to, mileage, public transportation (air or train), meals, hotels, etc.) will not be permitted for any Consultant located within 50 miles of 8 School Road, Guilderland Center, NY 12085. Consultants outside of this mileage limit may be allowed reimbursement for travel expenses only if specifically noted in this Agreement or on any attached supplement to this Agreement if they are disclosed in this section (see "estimated reimbursable travel" below).

Any allowable reimbursable travel costs must follow the U.S. General Services Administration Allocations with respect to meals, incidentals and hotel rates, as well as mileage and other transportation expenses where applicable. The per diem and allowed rates are provided from the U.S. General Services Administration website: [http://gsa.gov/portal/category (see link for per diem rates)](http://gsa.gov/portal/category) The per diem rates as of 10/7/2016 are $116 for hotel and $59 for meals ($13 breakfast, $15 lunch, $26 dinner, $5 incidental expenses). No alcohol beverages are allowed for reimbursement under any circumstance.

The District will only reimburse travel expenses based upon itemized receipts submitted fully documenting the date, time, location, and cost of such expenses, but expenses will be capped based upon the U.S General Services Administration guidelines.
If permitted, the total estimated reimbursable travel expenses under this Agreement are $N/A (or insert N/A). If any travel expenses are included in any attached supplement(s) to this agreement, the total amount must be disclosed here or it will be disqualified from reimbursement eligibility.

Other Expenses:
With the exception of training materials for District employees as noted below, the District is not responsible for any expenses except for the items covered above and within the guidelines. Please specify the training materials to be used and the number of District employees to be trained: N/A

Please indicate the estimated total cost of materials (if applicable) $N/A (or insert N/A).

The total compensation of this Agreement shall not exceed $N/A (includes consultant time, travel reimbursements and training materials as indicated above) unless prior approval is obtained in writing from the Superintendent of Schools.

6. Payment: Payment pursuant to this Agreement is dependent upon the satisfactory completion of work, faithful compliance with the Agreement, acceptance of the Work by District, and periodic submission of invoice(s) adequately and fully describing work performed. When the fee is on an hours or a per diem basis, any consultant time which is invoiced must reflect in detail the time and date such time was worked by specific individual and total time/days by individual (i.e. collective or cumulative time bills are not permitted). All invoices should be sent to: Guilderland Central School District, Attn: Lisa Knowles, 8 School Rd., P.O. Box 18, Guilderland Center, NY 12085

7. Independent Contractor: Consultant is an independent contractor and neither the Consultant nor any of its employees, subconsultants, or agents are employees of District. The Consultant and any of its employees, subconsultants, or agents are not entitled to participate in any benefit plan afforded to the employees of District, Worker's Compensation, unemployment insurance benefits, nor any other benefit, right or privilege available to employees of District. District will provide Consultant with Internal Revenue Service Form 1099. Consultant is responsible for payment of taxes due for payments under this Agreement.

8. Records: The Consultant shall observe all applicable Federal and New York State requirements relating to the confidentiality of records and information provided to the Consultant by the District, including but not limited to, student records. All records generated by the Consultant as a result of rendering services under this Agreement shall be the property of the District and maintained in District files. The Consultant may maintain duplicate records for its purpose consistent with any confidentiality requirements.

9. Assignment: The Consultant is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement and its obligations thereunder without the prior written consent of the District.
10. **Indemnification:** The Consultant shall defend, indemnify and save harmless the District, its employees and agents from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Consultant, its employees or agents. The District shall defend, indemnify, and save harmless the Consultant from and against all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the District, its employees or agents.

11. **Insurance:** [District official strike and initial if not required] The Consultant agrees to procure and maintain, at no additional expense to the District, general liability insurance (including application to any claims of professional liability) in the amount of $1 million dollars and Workmen's Compensation Insurance in accordance with New York State Law. The Consultant further agrees that, prior to commencing any work under this Agreement, it shall furnish a certificate of insurance to the District showing that the requirements of this provision are satisfied naming the District as an additional insured on the liability insurance. The liability insurance shall further provide that it may not be changed or canceled without thirty (30) days prior written notice to the District.

12. **Termination:** This Agreement shall terminate upon submission by the Consultant of the product and services described above in a form and manner satisfactory to the District or upon mutual agreement. The Parties reserve the right to terminate this Agreement upon failure by either party to meet the terms and conditions set forth herein. The District has the right to terminate this Agreement at any time, with or without cause, upon seven (7) days written notice to the Consultant.

13. **Non-Discrimination Clause:** The Consultant agrees that neither it, nor any of its subconsultants, or agents, shall violate any Federal or New York State laws regarding discrimination in employment.

15. **Fingerprinting Requirements:** [Strike and initial if not required] Applicable Education Law and Commissioner of Education Regulations requires that employees of contracted services, including consultants, are required to have any and all employees or staff who will come into contact with students complete a required Criminal History Record Check as administered by the New York State Education Department. This applies to all consultants who will come into contact with students (under the age of 21) for more than five (5) school days in any given school year and whom are not volunteering their services. This requirement must be completed prior to the commencement of services and any costs associated with such requirement will be borne by the Consultant. The District's Human Resources Department will coordinate this process.

16. **Governing Law:** This Agreement shall be governed by, construed and enforced in accordance with the law of the State of New York. Any action by either party related to this Agreement shall be commenced in New York State Supreme Court for the County of Albany.

17. **Modification:** This Agreement shall not be altered or otherwise amended without a writing signed by both parties.
18. **Board Approval**: This Agreement is subject to the approval of the Board of Education of the District.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

Date: __________ By: ____________________________________________

President, Board of Education

Date: __/17/2019 By: ______________

Consultant
APPENDIX A

Services: If not defined in Section #2, the Consultant shall perform the services and work (hereinafter "Work") for the District as described below. All such services and Work are to be performed as the responsibility of the Consultant.

(Insert narrative or listing of services to be rendered)
AGREEMENT

This Agreement ("Agreement") is made as of this 19th day of August 2019 between Living Resources Corporation (LR) and Guilderland Central School District ("GCSD").

WHEREAS, LR is a not-for-profit organization that provides services to developmentally disabled adults; and

WHEREAS, GCSD is an Educational Institute; and

WHEREAS, GCSD wishes to engage LR as a service provider for the purpose of providing American – English interpreting services for GCSD;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth below, the parties agree as follows:

1. Professional Services: From the date of this Agreement until such time that either party terminates said Agreement pursuant to paragraph "8" herein, LR shall provide services to GCSD that include, but shall not be limited to, American Sign Language – English interpreting services for GCSD on an as-needed basis. In performing services under this Agreement, LR shall function as an independent professional and determine the manner and means in which LR performs the services covered by this Agreement, and agrees to adhere to the Registry of Interpreters for the Deaf Code of Professional Conduct.

Compensation: LR shall invoice GCSD for services on a monthly basis and GCSD shall pay LR $60.00 per hour with a two hour minimum for each assignment rendered. 48 hour cancelation policy applies to all assignments.

2. Taxation and Reporting: All amounts paid by GCSD to LR pursuant to this Agreement will be reported to the Internal Revenue Service on IRS Form 1099 in compliance with applicable laws. All federal, state, and local taxes due in connection with the amounts paid pursuant to this Agreement shall be the sole responsibility of LR. GCSD shall not make any deductions from the payments made to LR for taxes and LR agrees to indemnify and hold GCSD harmless from any liability for, or assessment of, any such taxes imposed by relevant taxing authorities.

3. Insurance: LR will maintain professional liability insurance policies for claims arising in connection with services provided by LR under this

348639.1 8/19/2015
Agreement. Upon request, LR will furnish a certificate of such insurance to GCSD.

4. **Indemnification:** LR agrees to indemnify and hold GCSD harmless of and from all demands, claims, damages to person and property and losses, including attorneys’ fees, arising out of, or in any way related to any act, including acts constituting willful misconduct, or negligence, by LR or its agents or employees while engaged in the performance of this Agreement.

5. **Independent Contractor Status:** It is agreed that LR, in performing the responsibilities under this Agreement, is acting as an independent contractor for all purposes. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment relationship, agency, legal representation, or other relationship between GCSD and LR for any purpose, including, but not limited to, unemployment insurance benefits, Workers’ Compensation benefits, employee benefits, expense reimbursement, vicarious liability, professional liability coverage, or indemnification. Neither GCSD nor LR shall have the right, power, or authority to obligate or bind the other in any manner not specified in this Agreement.

6. **No Benefits:** LR waives participation in any employee benefits plans provided by GCSD to its employees, including, but not limited to, any health plan, accident plan, group medical plan, retirement plan, or any similar benefits plan provided by GCSD to its employees. This waiver survives any retroactive reclassification of LR as a common-law employee for any purpose.

7. **No Limitation on Other Services:** LR is free to provide professional services to other clients, provided that such services do not interfere with the performance of services under this Agreement, are not adverse to the interests of GCSD, and LR does not reveal any confidential or proprietary information obtained in the course of rendering services.

8. **Termination of Agreement:** GCSD or LR may terminate this Agreement immediately with cause, or upon 30 days’ written notice by registered or certified mail without cause. Upon the termination of this Agreement, GCSD shall only be liable to LR for any outstanding invoices or services rendered prior to the effective date of termination of this Agreement.

9. **Immunization Status and Infection Control:** LR shall be required to comply with GCSD policies and procedures concerning infection control and documentation of immunization status, as amended by GCSD from time to time.
10. **Confidential Information:** Upon termination of this Agreement, LR shall immediately return and deliver to GCSD any personal or proprietary property/information of GCSD, including, but not limited to, originals or copies of any books, papers, contracts, files, notebooks, or any other documents containing any confidential or proprietary information or otherwise relating to LR's performance of duties under this Agreement. LR further acknowledges and agrees that all such documents are the sole and exclusive property of GCSD.

11. **Choice of Law, Venue, and Jurisdiction:** This Agreement shall be interpreted, construed, and governed by and under the laws of the State of New York. The Supreme Court of the State of New York for the County of Albany or the United States District Court for the Northern District of New York shall be the exclusive venues of all actions brought concerning any matters relating to or arising from this Agreement. LR consents to the jurisdiction of the Courts of the State of New York and the United States District Court for the Northern District of New York.

12. **Notices:** All notices, requests, demands, and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given and effective on delivery, if hand delivered, or two (2) business days after mailing, if mailed, postage paid, by certified or registered mail, return receipt requested, to the party intended or its assignee, at the following addresses or any other address provided in writing to the other party:

   **Living Resources:**
   Fred Erlich  
   Living Resources Corporation  
   300 Washington Avenue Extention  
   Albany, New York 12203

   **GCSD:**
   Dr. Marie Wiles, Superintendent  
   Guilderland Central School District  
   8 School Road  
   P.O. Box 18  
   Guilderland Center, New York 12085

13. **Amendments:** Unless as provided in paragraph 8, this Agreement may not be modified, revised, altered, or extended in any manner, or superseded except by an instrument in writing signed by the parties.
14. **Counterparts:** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument representing the agreement of the parties.

15. **Non-Waiver:** The failure of either party to enforce any provision or provisions of this Agreement shall not be in any way construed as a waiver of any provision or provisions, nor shall it prevent said party from subsequently enforcing each and every other provision of this Agreement.

16. **Severability:** If any provision or clause of this Agreement or the application thereof to either party is held to be invalid by a court of competent jurisdiction, then such provision shall be severed therefrom, and such invalidity shall not affect any other provision of this Agreement, the balance of which shall remain and have its intended full force and effect.

17. **Entire Agreement:** This Agreement sets forth the entire Agreement between the parties with respect to the subject matter herein, and supersedes any prior agreement or negotiations between them, whether written or oral.

**IN WITNESS WHEREOF,** the parties hereto, by authorized representatives, have duly executed this Agreement on the date first hereinabove written.

**LIVING RESOURCES CORPORATION**

By: _______________________________ DATE: ____________
Fred Erlich, CEO

By: _______________________________ DATE: ____________
Dr. Marie wiles, Superintendent
Guilderland Central School District
Music Speaks Music Therapy Service Agreement

DESCRIPTION OF SERVICES
Beginning on July 8, 2019, Music Speaks will provide music therapy (MT) services for Guilderland Central School District (GCSD). Music Speaks (the Consultant) will provide the following services: provide 30-minute individual or group MT services to all necessary students in the GCSD, whether attending a home school or out of district school, as needed according to the Individualized Education Plan (IEP) or classroom curriculum; determine needs through assessment and observation; collaborate with teachers, therapists, and families; plan, create and implement clinical music activities specific to the student’s needs to produce positive changes; record and document needs and progress of the student on a monthly and quarterly basis; and develop annual goals and objectives in an IEP.

SCHEDULING
Scheduling will be arranged between the Consultant and the student’s teachers, therapists, and families.

PAYMENT
The Consultant will provide services to the student at a rate of forty-nine (49) dollars per student with MT on their IEP, for each session, whether individual or group. If a classroom group is being provided for students without MT on their IEP, the rate is one forty-nine (49) dollar charge for the thirty-minute group. The Consultant will provide GCSD with a monthly invoice including a balance of session hours. Payments may be made out to Courtney A. Elder or Music Speaks on a monthly basis or whenever an invoice is received by GCSD. If the Consultant attends an Annual Review meeting for a student on the Consultant’s caseload or a prospective student, the rate is one forty-nine (49) dollar charge per meeting which includes annual documentation and team pre-meetings as needed. Any additional student specific meetings are one forty-nine (49) dollar charge per meeting. If the Consultant does not attend a meeting, GCSD will not be charged.

The Consultant will provide assessment services to the prospective student at a rate of one hundred fifty-eight (158) dollars per assessment. This includes: thirty to forty minutes of individual and group participation in various music activities addressing many skills; a written report of strengths, needs, and findings; projected goals and objectives; and a determination of

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WWW.MUSICSPeaksMT.COM 518.227.4494
FACEBOOK: @MUSICSPeaksMT
INFO@MUSICSPeaksMT.COM
MT services as needed. This service will be included on the regular monthly invoice when applicable.

**ABSENCES AND CANCELLATIONS**
If a session is cancelled on the part of the Consultant, a student is reported absent, or a one-day holiday (ex: Columbus Day) or snow day occurs, GCSD will not be charged and a makeup session can be scheduled within two (2) months of the missed visit. If the Consultant arrives for a visit and the student is unavailable due to an overlap in schedules, the student is late to a session, or if a students’ absence is not reported to the Consultant prior to their arrival, this visit is subject to be charged in full. GCSD will not be charged for missed visits due to holidays, school vacations, reported absences on the part of the student or Consultant, or scheduled field trips. GCSD will not be charged for visits when a student moves out of district or when MT is otherwise discontinued for a student during the school year.

**TERMS AND AGREEMENT**
This contract between Music Speaks and Guilderland Central School District is effective on July 8, 2019 and will expire on June 26, 2020. At that time, the contract will be reviewed for consideration of renewal for the following school year.

**ACKNOWLEDGEMENT AND CONSENT**
I confirm that I have read and understood the Music Speaks Music Therapy Service Agreement (Agreement) between Music Speaks and Guilderland Central School District. I understand that by signing this form that I am agreeing to be legally bound by all the provisions in the Agreement including: Description of Services, Scheduling, Payment, Absences and Cancellations, and Terms of Agreement.

Courtney A. Elder, MT-BC
Music Therapist-Board Certified & Owner, Music Speaks

Marie Wiles
Superintendent
Guilderland Central School District

**CONTACT**: COURTNEY A. ELDER, MT-BC
WWW.MUSICSPAESMOM.COM 518 227 4494
FACEBOOK: @MUSICSPAESMOM
INFO@MUSICSPAESMOM.COM
RESIDENTIAL SCHOOL
IEP PLACEMENT AGREEMENT
FOR

This Agreement is by and between The New England Center for Children, Inc., a private special education school approved pursuant to Massachusetts General Laws Chapter 71B, whose address is 33 Turnpike Road, Southborough, MA 01772 (the "School") and GUILDERLAND CENTRAL SCHOOL DISTRICT, a Local Educational Agency whose address is P O BOX 18, 8 SCHOOL ROAD, GUILDERLAND CENTER, NY 12085-0018 (the "LEA").

The LEA recognizes its obligation to provide and fund an education to [redacted] (the "Student") in accordance with the Individualized Education Plan (the "IEP"). The LEA desires the School to provide and the School has agreed to provide the services set forth in the IEP to the Student on the terms described in this Agreement. The Severe Residential Program has been identified as the most appropriate placement at this time which is operated by the School.

1. Services and Obligations

   (a) The School shall undertake its best efforts to provide the services described in the IEP to the Student. The LEA acknowledges that it has reviewed the School’s program and believes that this program is sufficient and adequate for the School to implement the Student’s IEP without special accommodations.

   (b) If identified in paragraph 1(a) above, the School will provide special accommodations in addition to basic program services and in accordance with the Student’s IEP upon the execution of an individual price application and approval of same by the Commonwealth of Massachusetts Operational Services Division ("OSD") or upon authorization secured by the LEA from the parent/guardian for the School to access third party coverage. If the Student has an existing IEP upon his or her enrollment at the School and the School does not consider that IEP to be applicable to the School’s program, the LEA will work with the School and take any other measures necessary to prepare a new IEP that is appropriate to the School’s program.

   (c) Notwithstanding the fact that the School’s program price is authorized on an annual basis, the School’s program will operate based upon a calendar of services provided annually to the LEA and parents/guardians.

   (d) In carrying out their obligations under this Agreement and with respect to the Student, the School and the LEA shall comply with the applicable provisions of Chapter 71B of the Massachusetts General Laws, 603 CMR 18.00, 603 CMR 28.00, and 808 CMR 1.00 of the
Code of Massachusetts Regulations issued thereunder, as well as any applicable policy statements and directives issued by the Department of Elementary and Secondary Education ("Department").

(e) Records of the Student shall be kept confidential by the School in accordance with the Massachusetts Student Record Law, M.G.L. c. 71, § 34D, § 34E, § 34G, § 34H and 603 CMR 23.00, provided that the School may use such records to establish or collect its charges or invoices, or to defend itself or its employees or agents against accusations of wrongful conduct. The School may provide others with such records or the information contained therein if the School is obligated to disclose the same by law or by order of a court, governmental body or administrative agency.

(f) Notwithstanding the fact that the School's program and price is based on 365 days, it is understood and agreed that the School may be closed for legal holidays and vacation periods according to a School calendar to be provided annually to the LEA and parents/guardians.

(g) The LEA represents and warrants that all information the LEA may have and information reasonably available to the LEA which is material to an understanding of the Student, the Student's behavior, educational capacity or history is contained in the IEP or has been provided to the School in writing.

(h) The School shall allow the LEA and or the Department to conduct announced and unannounced site visits to review all documents specifically related to the Student not otherwise held confidential or restricted by 603 CMR 23.00 or other applicable laws or regulations.

(i) The School shall ensure the Student the substantive and procedural rights afforded publicly funded special needs students.

(j) The School does not discriminate on the basis of race, color, sex, gender identity, religion, national origin, sexual orientation, disability or homelessness.

(k) The School shall provide quarterly progress reports to the LEA and legally entitled parent(s) or guardian(s).

2. Clinical

The School will assign a Case Manager to maintain regular contacts with all referring agencies, parents/guardians and LEAs as well as performing all related case management functions.

3. Residential

The School’s residential program teaches activities of daily living, recreational, leisure, hygiene and social skills through the systematic use of team based treatment planning in a safe,
structured setting. The teaching of these skills occurs throughout the Student’s day. The Student will receive staff supervision unless otherwise indicated in a Student’s IEP.

4. **Medical**

Preventive health care is provided, including arrangements for annual physical and dental examinations, routine lab work and postural and vision/hearing screening. Emergency medical/dental care is also arranged for by the School.

5. **Medication Administration**

Anti-psychotic medications if necessary must be prescribed by a licensed physician. Except in an emergency, anti-psychotic medication shall not be administered without the informed, written consent of the parent or legal guardian or unless judicial approval is received. Parents of Student turning 18 must obtain judicial approval, via a Rogers Hearing, prior to the Student turning 18 if the Student is deemed incompetent or apparently incompetent. The School will not administer antipsychotic medication to Student upon obtaining the age of 18 or older unless judicial approval is obtained by parent or qualified legal guardian.

6. **Family Involvement**

The School encourages a positive working relationship with the family of the Student. The Student’s progress shall be regularly reviewed with the parents by the Case Manager. Visits and calls are encouraged as much as practical and in accordance with the Student’s IEP/ISP or by this Agreement. The School staff are available to provide support in accordance with discharge planning.

7. **Behavior Support**

The School has a clearly defined policy for supporting the behavioral problems of physical aggression, chronic non-compliance, self-abuse, and other maladaptive behaviors. The procedures for handling these types of problems are also clearly stated in the policy. All family members, referring agencies and public school liaisons are encouraged to familiarize themselves with these policies and procedures prior to the execution of this Agreement.

8. **Reports**

Annual and quarterly reports are routinely sent to the LEA.

9. **After-Care**

The School provides written recommendations for follow-up services in the form of a discharge summary and is available for consultation and to assist with after-care services.
10. **Transportation**

Unless explicitly agreed to the contrary in writing, the LEA shall be responsible for providing and funding transportation for the Student from the Student's home to the School and from the School to the Student's home.

11. **Agreements With Other Parties**

(a) **Parents, et al.** Notwithstanding the fact that this is a contract between the School and the LEA, placement of the Student at the School is conditional upon an agreement between the School and the parents, legal guardians, or person with legal responsibility to consent to the IEP and the educational program of the School to: pay incidental expenses and/or other expenses which the parents, et al. explicitly and voluntarily assume; notify the School of any change including, but not limited to, address or residence, divorce, guardianship and custody; consent to emergency medical care service and to provide access to a health insurance plan for routine or emergency medical and dental care including a prescription drug benefit. Notwithstanding any prescriptions rendered by the School's medical staff, the School is not responsible for the cost of medical and/or dental care including prescription drugs.

(b) **LEA Agreements With Other Parties.** Any agreements entered into by the LEA with any other party pertaining to the Student, including with parents, state agencies or otherwise, which pertain to funding arrangements or any other matters shall be fully disclosed to the School in writing prior to the placement of the Student at the School or at such time any such agreements are made if during the time of placement, by delivery of a copy of any such agreements to the School. Failure to disclose may result in termination from School.

12. **Term**

The placement of the Student at the School under the terms of this Agreement shall take effect on JULY 1, 2019 and shall terminate upon discharge of the Student.

13. **Discharge and Termination**

(a) The School agrees to use its best efforts to maintain the Student's placement. Notwithstanding the above Section 12, the School may discharge the Student under any of the following conditions:

(1) By mutual agreement of the School, LEA and the Student's parent(s), legal guardian(s) or person with legal responsibility for the Student. The LEA shall convene an IEP review meeting within 10 days of receipt of notice from the School for the purpose of planning the Student’s discharge. Discharge will be effective within 30 days of the IEP review meeting unless otherwise agreed to by all parties.
(2) If: (i) the Student has reached 22 years of age; (ii) the School has not entered into an agreement satisfactory to the School with a financially responsible person or agency regarding funding for the Student at the School after the Student has reached 22 years of age; and (iii) the School has given 30 days notice to the LEA and the Student's parents, legal guardian or person with legal responsibility for the Student at the School, the School will terminate the Student's placement if such an agreement regarding funding has not been entered into.

(3) Any invoice of the School for services provided to the Student remains unpaid for 30 days after the date of rendering of invoice provided that 10 days have elapsed after the School has sent notice to the LEA of non-payment.

(4) The IEP does not accurately describe the Student, in that the Student requires a level of staff, services or support services beyond that regularly provided in the School's program unless accommodated under an individual price agreement.

(5) The Student presents a clear and present threat to the health and safety of the Student or others; or some other unplanned circumstance which makes it inappropriate for the Student to remain in the program, in which case the Student will be discharged on an emergency basis.

(6) The Student's parents, guardian or person with legal responsibility for the Student have failed to comply with the provisions of the agreement.

(7) The LEA has failed to comply with the provisions of this Agreement.

(b) In the case of an emergency termination, the Student may be discharged immediately provided that the provisions of 603 CMR 28.09(12) and the School's termination policies are followed.

(c) The Student's absence from the School shall not constitute a termination of the Student's enrollment nor reduce any amount which the LEA is obligated to pay hereunder without the School's prior written consent thereto. The LEA shall receive notice of the Student's absence in excess of 10 consecutive days for purposes of convening an IEP Team Meeting.

14. Fiscal Obligations of the LEA

(a) The LEA shall pay the School as provided herein; such payment obligation shall be absolute and not subject to appropriation.

(b) Tuition payments for an academic year shall be due under the following terms:
The LEA agrees to pay the School the current annual rate of One hundred eighty-eight thousand two hundred seven and 72/100 dollars ($188,207.72) (as so described, the "Tuition"). The LEA further agrees to increase the aforesaid in the event such rate is increased beyond the payment amounts recited above during the period of this Agreement, as communicated by the School. It is understood and agreed that full Tuition payment as provided hereunder is the legal responsibility of the LEA.

(c) The School shall render bills in advance on a regular monthly basis at the commencement of each month or, after the expiration of each calendar month, the School shall render a bill to the LEA for services provided in such month. If the Student is discharged prior to the conclusion of a period for which the LEA has paid in advance, the LEA shall receive from the School a pro-rated credit or refund.

(d) The price to be charged by the School for the basic program shall be based on the annual price approved, from time to time, by the Operational Services Division or by such other agency as may be empowered by the laws of the Commonwealth of Massachusetts to approve prices for the School. In the event that the School should obtain an adjustment in the price, the LEA shall pay the adjusted price when effective and, in the event that such adjustment is retroactive, the LEA shall pay the School within 30 days after such price is announced and billed, an amount representing the difference between sums previously paid for the prior period and the sum which would have been paid had the adjusted price been in effect during such period.

(e) The LEA shall pay invoices rendered by the School within 30 days after receipt of invoice. In the event that the LEA shall fail to make payment within 30 days after receipt of invoice, the LEA shall pay interest on the amount outstanding from the date of invoice at the rate provided in M.G.L. c. 29, Section 29C for late payments by state agencies. Nothing contained herein shall be deemed to excuse or restrict the School’s ability to terminate the Student’s enrollment in the School should any amount remain unpaid as per the terms of 13 (a)(3) above. Notwithstanding that interest may be payable with respect thereto, the obligation to make payments hereunder is absolute with regard to the fiscal year the invoice is received by the LEA.

(f) Wherever the LEA has entered into any agreement with any other party to fund any portion of the price, the LEA shall nonetheless be responsible for funding the full cost of the price and shall promptly pay to the School, upon receipt of the School’s bill, any amount related to the price which is unpaid by such other party or agency, and any cost or expenses incurred by the School in attempting to collect such amounts.

(g) The Student’s absence from the School shall not constitute a termination of the Student’s enrollment nor reduce any amount which the LEA is obligated to pay hereunder without the School’s prior written consent thereto. The LEA shall receive written notice of the Student’s absence in excess of 10 consecutive days, unless the LEA and School agree to earlier notice of absences.
(h) The LEA shall be obligated to pay the tuition, regardless of whether the Student’s absence from School is related to an outbreak of influenza or other contagious illness, an act of terror or war, or any other crisis.

(i) In the event that the Public Schools in the district are ordered closed by federal, state or local governments or agencies for any reason, including but not limited to an influenza pandemic, act of terror or war or natural disaster, but the School reasonably determines that for the health and safety of its students it must continue to provide services during the Public School’s period of closure, the LEA shall provide funding to the School at its current tuition rate during that time period regardless of Student’s attendance record.

(j) In the event that the Public Schools in the district are open but the School reasonably determines that for the health and safety of its students it must close, for any reason, including but not limited to an influenza pandemic, act of terror or war, or natural disaster, the LEA shall provide funding to the School at its current tuition rate during that period of closure regardless of Student’s attendance at School.

(k) In the event that the Public Schools in the district and the School are ordered closed by federal, state or local governments or agencies for any reason, including but not limited to an influenza pandemic, act of terror or war, or natural disaster, the LEA shall provide funding to the School at its current tuition rate during that period of closure.

(l) The LEA shall be responsible for any costs or expenses incurred or to be incurred by the School in connection with the enforcement of this Agreement or the collection of amounts which are due to the School hereunder.

15. Remedies

(a) If damages are actually sustained by the School due to any act or omission for which the LEA is responsible, the LEA shall allow and make payment to the School of the amount of such damages sustained by the School.

(b) A party shall not be liable for failure to comply with the terms of this Agreement if such non-compliance is due to circumstances beyond its control. It is understood and agreed that funding, appropriations or the failure of a city or municipality to appropriate sufficient funds shall not be deemed circumstances beyond the control of an LEA for purposes of this Agreement.

(c) Except as is provided in this Agreement, the right to damages hereunder shall not give the LEA the right to withhold or delay payment hereunder.

(d) No remedy by the terms of this Agreement conferred upon or reserved by any party hereto is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing at law.
or in equity or by statute on or after the date of the Agreement including, without limitation, the right to such equitable relief by way of injunction, mandatory or prohibitory, to prevent the breach or threatened breach of any of the provisions of this Agreement or to enforce the performance hereof.

16. Miscellaneous

(a) This Agreement shall be governed by the Laws of the Commonwealth of Massachusetts and the parties irrevocably submit to the jurisdiction of any Massachusetts court or any federal court sitting in the Commonwealth of Massachusetts over any suit, action or proceeding arising out of or relating to this Agreement. Each party irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter may have to venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. The parties agree that final judgment in any such suit, action or proceeding brought in such a court may be enforced in any court of proper jurisdiction by a suit upon such judgment provided that service of process in any such suit, action or proceeding shall have been effective upon the party or agent for service of process in one of the manners specified in Section 8(b) hereunder.

(b) All notices, requests, demands and other communications provided for hereunder shall be in writing and delivered or mailed by registered mail to the applicable party at the address indicated in the first paragraph of this Agreement or to such other address of which either party may, by registered mail, notify the other. All such notices, requests, demands and other communications shall, when mailed, be effective three (3) days after deposit in the mail or, if delivered, upon receipt.

(c) This Agreement is complete; all promises, representations, understandings, warranties and agreements with reference to the subject matter hereof and all inducements to the making of this Agreement relied upon by either party hereto have been expressed herein.

(d) This Agreement shall not be changed, modified or amended nor shall a waiver of its terms for conditions be deemed effective except by a writing signed by the parties hereto.

(e) This Agreement shall not be assignable by either party but shall nonetheless be binding upon the respective successors and assigns of the parties hereto. Notwithstanding the foregoing, the School may assign its rights to payment as evidence by the School's accounts receivables; the LEA may assign this Agreement, with the prior written consent of the School, in the event that the residence of the parent or guardian changes, it being understood, however, that the School is under no obligation to consent to any such assignment.

(f) In the event that a dispute arises relating to this Agreement, the LEA and the School agree that prior to initiating a court action they will access an alternative dispute resolution process. If a satisfactory resolution of the dispute is not forthcoming from the alternative dispute resolution
process within 30 days, or if no such process is agreeable to the parties, the School or LEA may then immediately initiate legal action to protect their rights under this Agreement.

(g) The invalidity or enforceability of any provision hereof shall in no way effect the validity of enforceability of any other provision.

The individuals executing this Agreement in their representative capacity hereby acknowledge that they have the authority to bind the representative party to the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the _____ day of ____________, 20__.

The New England Center for Children, Inc.

By: ________________________________

GUILDERLAND CENTRAL SCHOOL DISTRICT

By: ________________________________
Behavioral Health Center Satellite Agreement

This contract agreement ("Agreement") is made effective on July 1, 2019 by and between Guilderland Central School District, hereinafter referred to as "District", with its principal business address at 8 School Road, P.O. Box 18 Guilderland Center, NY 12085, and Parsons Child and Family Center, an affiliate of Northern Rivers Family Services, with its principal business address at 60 Academy Road Albany, New York 12208, hereinafter referred to as "Contractor." District and Contractor may hereinafter be collectively referred to as "the Parties."

WHEREAS, Contractor operates licensed Article 31 Clinic Treatment programs ("Behavioral Health Center") in accordance with 14 NYCRR Part 599 and the New York State Office of Mental Health ("OMH") Standards of Care; and

WHEREAS, District desires to have the Contractor maintain a Behavioral Health Center satellite location ("Satellite") within the District to provide comprehensive clinic treatment program services in accordance with 14 NYCSS Part 599 to District students; and

WHEREAS, Contractor wishes to provide services and activities in accordance with their Article 31 Clinic Treatment program license as approved by the New York State Office of Mental Health ("OMH") through the Prior Approval Review ("PAR") process; and

WHEREAS, the Parties have discussed and agreed on the provision of the scope of services described below in accordance with the following terms and conditions for such Agreement.

IT IS THEREFORE AGREED:

1. Description of Services
The Contractor shall provide services in accordance with Exhibit A, "Scope of Services." In the delivery of these services, Contractor staff shall work collaboratively with educators, support staff and other community providers as needed to reduce risk and improve outcomes for students enrolled in the Satellite.

These services shall be provided at the following location, in a room designated only for services described herein: Behavioral Health Center @ New Karner, Farnsworth Middle School, located at 6072 State Farm Road Guilderland New York 12084, with a primary focus of serving the District Elementary, Middle, and High Schools. The services shall be provided in the space approved by the New York State Office of Mental Health (OMH) as a Behavioral Health Center satellite of the Contractor.

2. Invoicing and Payment
For all billable Article 31 services rendered as described in Exhibit A, "Scope of Services," the Contractor shall bill third party insurance payors or Medicaid, and not the District or BOCES. For billable services, the family is responsible for applicable cost shares (i.e. coinsurance payments, deductibles, etc.) and not the District or BOCES. Payment by District for the supportive non-billable services provided to enrolled clinic clients under this Agreement by Contractor will be completed through a separate agreement between District and Albany-Schoharie-Schenectady-Saratoga Counties Board of Cooperative Educational Services ("BOCES"). The payment to Contractor for the non-billable services provided under this Agreement for the term of July 1, 2019- June 30, 2020 is $35,000. For subsequent terms, the payment to Contractor for such services shall be negotiated by Contractor, BOCES, and District prior to the start of services for the term, with such payment to Contractor being a sum not less than $35,000* per clinician assigned a clinical caseload of 25 enrolled Behavioral Health Center clients at a given Satellite. *This rate is dependent upon each District’s ratio for Free and Reduced Lunch and will be negotiated yearly. The clinical caseload rate for District's with percentages less than 60 will be higher than $35,000. The District shall pay BOCES pursuant to the agreement with the District and BOCES for such supportive non-billable services provided to enrolled clinic clients under this Agreement. Contractor will be paid the fee described herein by BOCES and not the District, through a separate agreement between BOCES and Contractor.
11. Assignment
It is mutually understood and agreed that Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Agreement, or its right title or interest therein or its power to execute such Agreement to any other person, firm, or corporation. Contractor shall not subcontract any of the services provided to the District under this Agreement to any third party or entity.

12. Indemnification Requirements
Contractor shall defend, indemnify, and hold the District, its Board of Education officers and employees harmless from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, its employees or agents, or any breach of any representation, warranty, obligation, or covenant made by Contractor under this Agreement.

District shall defend, indemnify, and hold the Contractor, its affiliates, officers, directors, and employees harmless from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the District, its employees or agents, or any breach of any representation, warranty, obligation, or covenant made by District under this Agreement.

This section 12 shall survive the termination of this Agreement.

13. Non-Discrimination Clause
The Contractor agrees that neither it, nor any of its employees or agents, shall violate any Federal or New York State laws regarding discrimination in employment.

14. Termination
a) For Cause. Either Party may terminate this Agreement in the event the other Party has materially breached or defaulted in the performance of any of its obligations hereunder, and such default has continued without cure for fifteen (15) days after written notice thereof was provided to the breaching Party by the non-breaching Party. Any termination shall become effective at the end of such fifteen (15) day period unless the breaching Party has cured any such breach or default prior to the expiration of the fifteen (15) day period. Notwithstanding the above, in the case of a failure to timely pay any amounts due hereunder, the period for cure of any subsequent default following notice thereof shall be thirty (30) days and, unless payment is made within such period the termination shall become effective at the end of such thirty (30) day period.

b) Without Cause. This Agreement may be terminated by either party at any time, without cause, upon sixty (60) days written notice. Notice of termination shall be sent by certified mail to the respective parties as follows:

Parsons Child and Family Center  
60 Academy Road, Albany, New York 12208  
Attn: Director of Strategic Business Services

Guilderland Central School District  
8 School Road, P.O. Box 18, Guilderland Center, NY 12085  
Attn: Superintendent of Schools

15. Governing Law
This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York.

16. Amendments
This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.
Exhibit A
Scope of Services

1) District will provide Contractor with the following to ensure effective delivery of services:
   a. One private and confidential office space for the sole use of any assigned Contractor staff for
      the provision of services by Contractor under this Agreement. There will be no cost to the
      Contractor for the use of such assigned office space or the equipment therein. Any office space
      assigned under this Agreement must be approved by OMH and cannot be changed without
      OMH approval. Any assigned office space will include a desk, desk chair, student/family chairs,
      and landline telephone. Landline telephone will be capable of communicating with school staff,
      calling outside of the school’s internal system, and receiving calls directly from clients. Office
      space will be large enough to hold seven (7) adults.
   b. Passes to the school buildings for all assigned Contractor staff. Contractor will be allowed 24/7
      access to the school building where the satellite is housed at all times, including during school
      vacations and in the summer months. In determining the appropriateness of the use of the space
      while school is not in session, the assigned Contractor staff will use their clinical judgment to
      assess for safety and security and either 1) use the assigned clinical space or 2) conduct the
      services in the main Albany Behavioral Health Center location.
   c. Based on cooperative planning between District and Contractor, District understands and
      agrees to:
         ▪ Follow and comply with referral process for client enrollment in the Contractor’s School-
           Based Behavioral Health Center Satellite, including administrative oversight of the referral
           process to facilitate a clinical case load of 25 cases per assigned clinician. This process is
           laid out in Exhibit B.
         ▪ Communicate the partnership with the Contractor’s Satellite Clinic to the school
           community and community members.
         ▪ Facilitate parental approvals for treatment in a timely manner.
         ▪ Agree to release students from classes to attend treatment as needed.

2) Contractor will provide the following to ensure effective delivery of services:
   a. Satellite staff will be supplied with cell phones, office supplies, and printer.
   b. The Satellite will be staffed with one licensed clinician in accordance with the OMH operating
      certificate. Hours of operation are as indicated on the OMH operating Certificate for the Satellite.
      Additional support may be provided by Contractor staff, including psychiatrist(s); clinical
      supervisor(s); Director(s); support staff; and Nurse(s), as determined by Contractor in the delivery
      of services.
   c. Contractor will provide billable and non-billable services under this Agreement. Services are
      available only to students enrolled in the Contractor’s School-Based Behavioral Health Center.
      These include billable services (individual and family therapy; psychiatric services; and crisis
      intervention) and non-billable case management services.
      ▪ Psychiatric services are provided/only offsite at the main Albany Behavioral Health Center.
        Medication management will be either referred to a local provider or the enrolled client will
        receive these services offsite at the Albany Behavioral Health Center, unless and until
        Telepsychiatry becomes available.
      ▪ Telepsychiatry may also be available if approved by OMH and indicated on the Operating
        Certificate.
   d. Mental health after-hours on-call services are available to all enrolled Behavioral Health Center
      clients. The on-call services are provided through the week and on weekends/Holidays 12 months a
      year.
   e. Contractor’s School-Based Behavioral Health Center services operate 12 months a year.
      During the summer months, Clinical services continue to include: individual and family therapy;
      psychiatric services; and case management services.
School District Tuition Agreement

This School District Tuition Agreement ("Agreement") is made as of the 15th day of July, 2019 between Parsons Child and Family Center, through their Neil Hellman School program located at 60 Academy Road, Albany, NY 12208, "The Agency" and the Guilderland Central School District located at P.O. Box 18, Guilderland, NY 12085-0018, hereinafter called "The District."

WHEREAS, the Superintendent of the District, hereinafter call the Superintendent, is charged with the responsibility to provide certain educational services for handicapped children in the District, and

WHEREAS, the Superintendent may provide these educational services through an authorized organization, and

WHEREAS, the Agency is an authorized organization and;

WHEREAS, the Agency, under terms of its corporate authority, has the power to provide certain services as set forth in this Agreement, and

WHEREAS, The District believes that the amount of funds to be paid to the Agency is reasonable and necessary, and

WHEREAS, it is economically and organizationally desirable for the District to contract with the Agency for the performance of these services.

NOW THEREFORE, the parties, in consideration of the above, do covenant and agree as follows:

1. Participation by the District in the referral and admission process of the Agency shall be as defined in the admission protocols of the Agency with regard to age, sex, and types of placement. Decision as to the referral for enrollment of a child for educational services under this contract shall be that of the District. Decision as to the acceptance of a child for enrollment with the Agency shall be that of the Agency.

2. As part of the referral process and prior to the admission of the child or children, the District shall provide the agency with the complete local district records regarding the child or children referred for admission, including but not limited to psychiatric and/or psychological reports, achievement and intelligence test scores, previous report cards, teacher comments and interviews, immunization records, the child’s current Individualized Education Program/Plan (IEP), and any other pertinent documents. The District is responsible for the creation and maintenance of the IEP for each child admitted for enrollment with the Agency. After admission, the District shall provide the Agency with any and all updates to all admitted children’s IEPs within 1 business day of effectuating a change.

3. The District and the Agency will work together in preparing the child and the family for placement in any programs of the Agency.

4. The District shall pay the tuition costs as advised by the New York State Education Department while the child or children are enrolled with the Agency. The tuition to be paid to Agency by District shall be the fee as indicated by the New York State Education Department (NYSED) and as amended from time to time by action of the NYSED’s rate setting policies for either the school year, or summer session, as applicable. The last approved rates and interim rates can be found on the NYSED website found at http://www.oms.nysed.gov/rsu/Rates_Methodology/Rates/home.html. Tuition fees will be paid for all weeks of placement, and shall also be paid for all weeks of absence due to illness, legal or illegal reasons, professional conferences, workdays, or others, as per applicable federal, state, and agency laws, rules, and regulations. The full tuition fee will be charged during any transitional period during which a child is moving toward placement in a community setting.
Payment will be made monthly following the month that services by the Agency are provided for any and all enrolled child. Tuition will be charged for the entire period of enrollment, including the week of discharge. The billing and remittance address for the Agency is 60 Academy Road, Albany, NY 12208. Tuition fees will be charged during the time of enrollment and until a child has left the Agency, for one of the following reasons: death; withdrawal from the Agency by the District, the appropriate Social Service Agency, the appropriate Family Court, or any of these in concert; withdrawal of the child by the parent or guardian where such is legally permissible; certified admission of a child to another agency setting; protracted absence due to illness; or such other reason as to make withdrawal agreeable to the parties of this Agreement.

5. The District is financially liable for the tutoring expenses over and above tuition for students who may be temporarily admitted for inpatient psychiatric hospitalization. Consistent with the "stay put" provisions of IDEA and the Part 200 Regulations of the Commissioner of Education, the Agency will maintain the student on its rolls until such time that the District initiates change in placement in accordance with those regulations.

6. It is the responsibility of the District to Provide the STAC (System to Track and Account for Children) number for to the Agency for each child admitted, within 10 days of enrollment with the Agency.

7. During the placement of District children, the Agency will provide educational and clinical services to the enrolled children. This will include any portion or combination of the following: classroom work, individual remedial and developmental tutoring, specialized reading and language instruction, career development and occupational studies, physical education, arts and crafts, and a full range of extra-curricular and co-curricular activities, psychological services, and whatever other services deemed essential to the growth of a child, as determined and provided by the Agency.

8. The Agency will maintain consultation with the District as to the progress of the child. Such consultation may take the form of written reports, personal conferences, and Committee on Special Education (CSE) Conferences or telephone conferences. Personnel from the District will be welcome to visit the Agency for such consultative purposes or for classroom visits, with such visits to be arranged by appointment.

9. The Agency will participate with the District in planning a suitable transition for a child at the time of his/her discharge.

10. The Agency may provide aftercare services to the child, as determined by the Agency and discussed with the District.

11. All rates are subject to final approval by the New York State Education Department.

12. The terms of this Agreement will be construed in a manner consistent with all applicable federal and state laws and regulations.

13. Any notice required under this Agreement will be deemed effective upon receipt, or three (3) days after mailing by certified mail, return receipt requested. The addresses of the parties for purposes of notice, unless changed by written notice, are:

For Agency:
Northeast Parent & Child Society
60 Academy Road, Albany, NY 12208
Attn: Antoinette Bradley

For District:
Guilderland Central School District
P.O. Box 18, Guilderland, NY 12085-0018
Attn: Superintendent

Last revised: 06/19/2020
14. The term of this contract shall be from July 8, 2019 to June 30, 2020.

IN WITNESS WHEREOF, the parties hereby execute and deliver this Agreement.

AGENCY REPRESENTATIVE
William T. Gettman, Chief Executive Officer

SCHOOL DISTRICT REPRESENTATIVE

Date

7-29-19

Last revised: 06/19/2020
This Agreement is entered into this 1st day of July, 2019, by and between the Board of Education of the Guilderland Central School District (hereinafter the “DISTRICT”), having its principal place of business for the purpose of this Agreement at 8 School Road, Guilderland, NY 12085, and St. Catherine’s Center for Children R & E May School (hereinafter the “SCHOOL”), having its principal place of business for the purpose of this Agreement at 30 North Main Avenue, Albany, New York 12203.

WITNESSETH

WHEREAS the DISTRICT is authorized under the Education Law to contract with private, non-residential schools within the State of New York for the instruction of students with disabilities in those situations where the DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the DISTRICT; and

WHEREAS, the SCHOOL is a private, non-residential school within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

1. **TERM**
   The term of this Agreement shall be from July 1, 2019 through August 31, 2019 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

2. **SERVICES AND RESPONSIBILITIES**
   a. During the term of this Agreement, the services to be provided by the SCHOOL shall include, but not be limited to the following:
      
      i. Instructional Services.
      ii. Special Education and Related Services as set forth in each student’s Individualized Education Plan (IEP).
   
   b. The SCHOOL shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
   
   c. All services provided by the SCHOOL to students under this Agreement shall be in accordance with each student’s Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the SCHOOL upon any modification of a student’s IEP.
   
   d. The SCHOOL shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
e. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.

f. The SCHOOL shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

g. The SCHOOL represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The SCHOOL represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.

h. Upon the execution of this Agreement, the SCHOOL shall provide copies or required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the SCHOOL shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

i. The SCHOOL shall maintain its status as an approved special education provider. In the event that the SCHOOL fails to maintain such status, the SCHOOL shall immediately notify the DISTRICT. The DISTRICT shall not be required to pay the SCHOOL for services rendered during any period of time in which the SCHOOL fails to maintain its status as an approved special education provider, and the SCHOOL shall reimburse the DISTRICT for any payments already received for services rendered during said period of time.

j. The SCHOOL shall provide all services pursuant to this Agreement in a competent, professional and timely manner.

k. The SCHOOL will work cooperatively with the DISTRICT’s Committee on Special Education (CSE) and Committee on Pre-School Education (CPSE). The SCHOOL will make relevant personnel available to participate in meetings of the DISTRICT’s Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.

l. The SCHOOL shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the SCHOOL in connection with this Agreement, and upon request shall be entitled to copies of the same.

m. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their
respective responsibilities pursuant to HIPPA and shall comply with said Regulations, if applicable.

n. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party’s employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement, shall not be released except as provided for by applicable law, rule or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

o. The DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the SCHOOL to provide services pursuant to this Agreement.

p. The DISTRICT shall obtain releases or other legal documents necessary for the SCHOOL to render full reports concerning the education and progress of the student(s) to the DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.

q. Upon reasonable prior written notice, the SCHOOL shall be subject to visitation by the DISTRICT and/or its designated representatives during the normal business hours of the SCHOOL.

r. In the event that the parent or person in parental relations to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the SCHOOL shall promptly give written notice of same to the DISTRICT.

s. Insurance
   i. The SCHOOL, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the SCHOOL and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the SCHOOL in connection with the performance of the SCHOOL’s responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars ($1,000,000) per occurrence subject to an annual aggregate of Three Million Dollars ($3,000,000).

   ii. The insurance is to be underwritten by a licensed and/or admitted to New York State Insurer with a minimum Best’s rating of A-minus.

   iii. In the event any of the aforementioned insurance policies are cancelled or not renewed, the SCHOOL shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
iv. Upon the execution of this Agreement, the SCHOOL will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

3. COMPENSATION:

a. The SCHOOL shall be entitled to recover tuition from the DISTRICT for each student receiving services pursuant to this Agreement in accordance with the tuition rate established by the Commissioner of Education. **Currently, the tuition rate is established at $2,790.50 per student for a 2-month period (summer).**

b. Requests for payment by the SCHOOL shall be made by submission of a detailed written invoice to the DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.

c. The DISTRICT shall pay the SCHOOL within thirty (30) days of receipt of each invoice by the DISTRICT.

d. The DISTRICT shall give the SCHOOL notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

4. MISCELLANEOUS

a. Termination

i. Either the DISTRICT or the SCHOOL may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.

ii. The parties agree that either party’s failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.

iii. In the event the DISTRICT or the SCHOOL terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties’ existing obligations to each other as of the effective date of termination.

b. Independent Contractor:

i. SCHOOL will be engaged as an independent contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.

ii. Neither SCHOOL nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Workers’ Compensation,
unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

iii. **DISTRICT**, if required by Federal or State requirements, will submit a Form 1099 and IT-2012.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.

c. **Defense/Indemnification**

i. The **SCHOOL** agrees to defend, indemnify and hold harmless the **DISTRICT**, its officers, directors, agents or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the **SCHOOL**, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

ii. The **DISTRICT** agrees to defend, indemnify and hold harmless the **SCHOOL**, its officers, directors, agents or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, omissions, error, recklessness or negligence of the **DISTRICT**, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

d. **Notices:** All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District:  

To School:  
The R & E May School  
St. Catherine's Center for Children  
Attn: Frank Pindiak  
40 North Main Avenue  
Albany, NY 12203

e. **Assignment:** It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

f. **No Waiver:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
g. **Severability:** Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

h. **Governing Law:** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

i. **Venue:** Any dispute arising under this Agreement shall be litigated in the Courts of ______________ County, New York.

j. **Entire Agreement:** This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions, or covenants between the parties relating to the subject matter of the Agreement.

k. **Amendment:** This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

l. **Execution:** This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

SCHOOL

[Signature]

By: Frank Pindiak
Executive Director

7/18/2019

DISTRICT

[Signature]

By:

Date
This Agreement is entered into this 29th day of July, 2019, by and between the Board of Education of the Guilderland Central School District (hereinafter the “DISTRICT”), having its principal place of business for the purpose of this Agreement at P.O.Box 18, 8 School Road, Guilderland Center, NY 12085, and St. Catherine’s Center for Children R & E May School (hereinafter the “SCHOOL”), having its principal place of business for the purpose of this Agreement at 30 North Main Avenue, Albany, New York 12203.

WITNESSETH

WHEREAS the DISTRICT is authorized under the Education Law to contract with private, non-residential schools within the State of New York for the instruction of students with disabilities in those situations where the DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the DISTRICT; and

WHEREAS, the SCHOOL is a private, non-residential school within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

1. TERM
   The term of this Agreement shall be from September 1, 2019 through June 30, 2020 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

2. SERVICES AND RESPONSIBILITIES
   a. During the term of this Agreement, the services to be provided by the SCHOOL shall include, but not be limited to the following:
      i. Instructional Services.
      ii. Special Education and Related Services as set forth in each student’s Individualized Education Plan (IEP).
   b. The SCHOOL shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
   c. All services provided by the SCHOOL to students under this Agreement shall be in accordance with each student’s Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the DISTRICT to the SCHOOL upon any modification of a student’s IEP.
   d. The SCHOOL shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
e. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.

f. The SCHOOL shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.

g. The SCHOOL represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The SCHOOL represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.

h. Upon the execution of this Agreement, the SCHOOL shall provide copies or required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the SCHOOL providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the SCHOOL shall immediately notify the DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

i. The SCHOOL shall maintain its status as an approved special education provider. In the event that the SCHOOL fails to maintain such status, the SCHOOL shall immediately notify the DISTRICT. The DISTRICT shall not be required to pay the SCHOOL for services rendered during any period of time in which the SCHOOL fails to maintain its status as an approved special education provider, and the SCHOOL shall reimburse the DISTRICT for any payments already received for services rendered during said period of time.

j. The SCHOOL shall provide all services pursuant to this Agreement in a competent, professional and timely manner.

k. The SCHOOL will work cooperatively with the DISTRICT’s Committee on Special Education (CSE) and Committee on Pre-School Education (CPSE). The SCHOOL will make relevant personnel available to participate in meetings of the DISTRICT’s Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the SCHOOL of such meetings.

l. The SCHOOL shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the SCHOOL in connection with this Agreement, and upon request shall be entitled to copies of the same.

m. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their
respective responsibilities pursuant to HIPPA and shall comply with said Regulations, if applicable.

n. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party’s employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement, shall not be released except as provided for by applicable law, rule or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

o. The DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the SCHOOL to provide services pursuant to this Agreement.

p. The DISTRICT shall obtain releases or other legal documents necessary for the SCHOOL to render full reports concerning the education and progress of the student(s) to the DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.

q. Upon reasonable prior written notice, the SCHOOL shall be subject to visitation by the DISTRICT and/or its designated representatives during the normal business hours of the SCHOOL.

r. In the event that the parent or person in parental relations to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the SCHOOL shall promptly give written notice of same to the DISTRICT.

s. **Insurance**
   i. The SCHOOL, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the SCHOOL and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the SCHOOL in connection with the performance of the SCHOOL’s responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars ($1,000,000) per occurrence subject to an annual aggregate of Three Million Dollars ($3,000,000).

   ii. The insurance is to be underwritten by a licensed and/or admitted to New York State Insurer with a minimum Best’s rating of A-minus.

   iii. In the event any of the aforementioned insurance policies are cancelled or not renewed, the SCHOOL shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
iv. Upon the execution of this Agreement, the SCHOOL will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

3. COMPENSATION:

a. The SCHOOL shall be entitled to recover tuition from the DISTRICT for each student receiving services pursuant to this Agreement in accordance with the tuition rate established by the Commissioner of Education. **Currently, the tuition rate is established at $3,423.10 per student for a 10-month period (school year).**

b. Requests for payment by the SCHOOL shall be made by submission of a detailed written invoice to the DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.

c. The DISTRICT shall pay the SCHOOL within thirty (30) days of receipt of each invoice by the DISTRICT.

d. The DISTRICT shall give the SCHOOL notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

4. MISCELLANEOUS

a. Termination

i. Either the DISTRICT or the SCHOOL may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.

ii. The parties agree that either party’s failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.

iii. In the event the DISTRICT or the SCHOOL terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties’ existing obligations to each other as of the effective date of termination.

b. Independent Contractor:

i. SCHOOL will be engaged as an independent contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.

ii. Neither SCHOOL nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Workers’ Compensation,
unemployment insurance, New York State Employee’s Retirement System, health or dental insurance, or malpractice insurance, or the like.

iii. DISSTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT-2012.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding $600, which thereupon will be reported for income tax purposes.

c. Defense/Indemnification

i. The SCHOOL agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney’s fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SCHOOL, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

ii. The DISTRICT agrees to defend, indemnify and hold harmless the SCHOOL, its officers, directors, agents or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney’s fees, judgments, fines and amounts arising from any willful act, omissions, error, recklessness or negligence of the DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

d. Notices: All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: 
Guilfoyle Central School District
100 School Rd, P.O. Box 18
Guilfoyle Center, NY 12085

To School: 
The R & E May School
St. Catherine’s Center for Children
Attn: Frank Pindiak
40 North Main Avenue
Albany, NY 12203

e. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

f. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce every provision of this Agreement.
g. **Severability:** Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

h. **Governing Law:** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

i. **Venue:** Any dispute arising under this Agreement shall be litigated in the Courts of ______________ County, New York.

j. **Entire Agreement:** This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions, or covenants between the parties relating to the subject matter of the Agreement.

k. **Amendment:** This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.

l. **Execution:** This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

SCHOOL

[Signature]

By: Frank Pindiak

Executive Director

[Date]

DISTRICT

[Signature]

By:

[Date]
Service Provider Agreement
Guilderland Central School District
And
Sign Language Interpreter Services

The agreement, made effective as of September 1, 2019, by and between Guilderland Central School District (hereinafter, DISTRICT), having its administrative offices at 8 School Road, Guilderland Center, NY 12085 and Sign Language Interpreter Services (hereinafter, PROVIDER) having its office at 5227 Lake Road, Galway, NY 12074.

In consideration of the mutual covenants and conditions contained in this Agreement, the DISTRICT and the PROVIDER hereby agree as follows:

1. This Agreement will be for interpreter services will take effect September 1, 2019 through June 30, 2020 inclusive, unless terminated early as provided in the Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration but may choose to upon written agreement.

2. The PROVIDER affirms he/she has necessary qualifications and experience to provide sign language interpreter services for students in accordance with New York State regulations. The PROVIDER will provide proof of appropriate certifications, licenses, curriculum vitae etc. to the DISTRICT.

3. The PROVIDER agrees to procure and maintain at no additional expense to the DISTRICT, professional liability insurance and, upon request, shall furnish a certificate of insurance to the DISTRICT showing that the requirements of this provision are satisfied.

4. The PROVIDER is an independent contractor and shall not be considered an employee of the DISTRICT. The PROVIDER is not eligible or allowed to receive or participate in any benefit available to the DISTRICT employees. The DISTRICT will furnish the PROVIDER with an Internal Revenue Service Form 1099 and PROVIDER will be responsible to file such returns and reports and to any such taxes or other charges as may be associated with the payments to the PROVIDER pursuant to this agreement.

5. The DISTRICT and the PROVIDER shall not illegally discriminate on the basis of race, religion, color, ethnic background, gender, age, handicapping condition, sexual orientation or any other basis which is protected by federal, state, or local laws.

6. The PROVIDER shall comply with federal, state, and local laws rules and regulations that apply to the performance of work as a sign language interpreter.

7. The PROVIDER agrees that she will observe all applicable Federal and New York State requirements relating to the confidentiality of records and information relating to students she evaluates and treats and shall not discuss or disclose confidential student information without appropriate authorization.

8. The PROVIDER shall defend, indemnify and save harmless the DISTRICT, its employees and agents from and against all claims, damages, losses and expenses (including but not limited to reasonable attorney’s fees) arising out of, or in consequence of, any neglect or intentional act or omission of the evaluator, her employees or agents, in conducting this evaluation.
9. The PROVIDER, as compensation for all services provided under this agreement, shall be paid as follows:
   - The DISTRICT is seeking sign language interpreter services on a per visit basis to provide services to those students who are eligible for special education services.
   - The service of sign language interpreter shall be provided in accordance with the school year calendar and be billed at a per hour rate of $45.00 ($315 per full day) and submitted for reimbursement on a monthly basis. Pre-scheduled short days as outlined in the published district calendar will have the hours pro-rated accordingly. Additional requests for services (parent/teacher meetings, extra-curricular activities, etc.) that occur outside of the school hours listed above will be billed separately and will incur additional charges. No parent or any other person shall be required or requested to make any payment for services performed by the PROVIDER under this agreement.
   - Make up sessions will be offered within the time schedule and student cancellations will be utilized for consult with parents, teachers and school staff and billed accordingly.
   - Payment will be made upon the satisfactory completion, approval and acceptance of the work and submission of an invoice and/or documentations required by the DISTRICT.

10. The PROVIDER shall not assign or transfer this Agreement, or any part thereof, or any interest therein, without first receiving written approval from the DISTRICT. All modifications of, or changes in, the terms of this Agreement must be in writing.

11. This Agreement shall be terminated upon the occurrence of any of the following events:
   - Immediately upon the breach of the PROVIDER of any of the policies, rules and regulations of the DISTRICT relating to the health or safety of students or district employees.
   - Upon thirty (30) days written notice, either party may terminate this Agreement with or without cause. Upon such termination, the PROVIDER shall be paid for any services performed under the Agreement up to the effective date of termination.
   - Notice of cancellation: 1 day or partial day cancellation requires 2 full business days’ notice to avoid billing for scheduled services. Cancellation of services of 2 or more days require 1 full weeks’ notice to avoid billing for scheduled services. Email notification is required for any cancellation.

IN WITNESS WHEREOF the parties have heretunto set their names.

DISTRICT:
Date: ____________________________
By: ____________________________
Printed Name ____________________________
Signature ____________________________

PROVIDER
Date: 7/25/19
By: ____________________________
Printed Name ____________________________
Signature ____________________________
INTERMUNICIPAL AGREEMENT

This Intermunicipal Agreement ("Agreement") is effective from September 1, 2019 through June 30, 2020, by and between the South Colonie Central School District ("South Colonie"), with a principal place of business at 102 Loralee Drive, Albany, New York 12205-2298, and the Guilderland Central School District ("Neighbor School District"), with a principal place of business at 8 School Road, P.O. Box 18, Guilderland Center, NY 12085-0018. South Colonie and Neighbor School District are each sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

1. **Alternative Education Services.** Provided that there is sufficient space available and the student(s) meet the program placement guidelines, South Colonie agrees to provide for three hours each day alternative education services to Neighbor School District students at the Colonie Academy, c/o Pine Grove Methodist Church, 1580 Central Avenue, Albany, NY 12205 (the "Alternative Education Program"). South Colonie shall in its sole discretion determine whether sufficient space is available and whether each Neighbor School District student meets the program placement guidelines for the Alternative Education Program. Student placement information for the Alternative Education Program is included in Appendix A.

2. **Tuition and Payment.** For the 2019-2020 school year, Neighbor School District shall provide payment to South Colonie in the amount of Six-Thousand Five Hundred and 00/100 ($6,500.00) Dollars per enrolled student for a three hour per day alternative education program (AM or PM session). Prior to Neighbor School District’s students attending the Alternative Education Program, Neighbor School District shall provide reasonable written notice to South Colonie as to which students shall attend AM or PM sessions. Partial year student placements shall be pro-rated on a monthly basis. For billing purposes, a student who attends the Alternative Education Program on any day during a given month shall be deemed to have attended the Alternative Education Program for that entire month. To confirm program enrollment, South Colonie shall provide Neighbor School District with a student roster to certify and return within fifteen (15) days of the date postmarked on South Colonie’s correspondence containing the student roster. Neighbor School District’s failure to certify the student roster within the above mentioned timeframe shall be deemed acceptance of the student roster as provided by South Colonie. Tuition shall be billed annually and payable in full within sixty (60) days of the date of the invoice. In the event this Agreement is terminated by either Party, there shall be no reimbursement for students who have attended the Alternative Education Program for less than an entire year and all unpaid invoices shall be immediately due and payable without discount.

3. **Student Conduct.** While attending the Alternative Education Program, Neighbor School District students shall be expected to follow the South Colonie Code of Conduct and all district policies and procedures. Neighbor School District acknowledges that it has been provided with and reviewed copies of the South Colonie Code of Conduct and all district policies and procedures. The Lisha Kill Middle School building principal shall provide administrative oversight of the students and the Alternative Education Program. Any
violation, disciplinary action or issue of concern relative to a Neighbor School District student attending the program shall be communicated between the Lisha Kill Middle School Principal and a Principal of Neighbor School District that is designated in writing to South Colonie.

4. Termination. This Agreement may be terminated with 30 days’ notice by either Party in accordance with the notice of provisions of Section 12 hereunder, at either Party’s sole discretion.

5. Insurance. Neighbor School District, at its own cost and expense, shall maintain general liability insurance in the minimum amounts of $1,000,000 per occurrence and $3,000,000 in the aggregate, with such insurance coverage to be with a company or companies and under contracts deemed reasonably acceptable by South Colonie. Neighbor School District agrees to name South Colonie on its general liability insurance, with endorsements, and provide proof of the additional insured coverage at the time of execution of this Agreement. Failure to abide by the provisions of this Section 5 shall be a material breach of this Agreement.

6. Indemnification, Limitation of Liability, and NO WARRANTY. To the fullest extent permitted by law, Neighbor School District agrees to indemnify, release, defend and hold harmless South Colonie, its employees, volunteers, Board of Education, and their respective advisors, consultants, attorneys, and agents (each, an “indemnified person”) from and against any and all claims, actions, proceedings, costs, charges, losses, damages, and expenses, including reasonable attorney’s fees arising from, or in any way connected to, this Agreement, the Alternative Education Program, or any related transaction or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any indemnified person is a party thereto, and to reimburse each indemnified person upon demand for any legal or other expenses incurred in connection with investigating or defending any of the foregoing, provided that the foregoing indemnity will not, as to any indemnified person, apply to losses, claims, damages, liabilities or related expenses to the extent they are found by a final and non-appealable judgment of a court of competent jurisdiction to arise directly and solely from the willful misconduct or gross negligence of such indemnified person. This section shall survive and continue in full force and effect in accordance with its terms notwithstanding the termination of this Agreement. In no event shall South Colonie, its employees, volunteers, Board of Education, and their respective advisors, consultants, attorneys, and agents be liable in contract, tort, strict liability, warranty or otherwise, for any special, punitive, exemplary, incidental or consequential damages. In addition, the Parties have discussed the risks and rewards associated with this Agreement, and the Parties agree to allocate certain of the risks so that, to the fullest extent permitted by law, South Colonie’s total aggregate liability to Neighbor School District and all third-parties is limited to Ten-Thousand and 00/100 ($10,000.00) Dollars for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorneys’ fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, South Colonie’s negligence, errors, omissions, strict liability, or breach of contract. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ALTERNATIVE EDUCATION PROGRAM IS PROVIDED
"AS IS" WITHOUT WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. SOUTH COLONIE DOES NOT WARRANT THE OPERATION OF ITS OFFERINGS WILL BE UNINTERRUPTED OR ERROR FREE. NEIGHBOR SCHOOL DISTRICT BEARS THE ENTIRE RISK AS TO THE RESULTS, QUALITY AND PERFORMANCE OF THE SERVICE SHOULD THE SERVICE PROVE DEFECTIVE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SOUTH COLONIE, INCLUDING BUT NOT LIMITED TO ANY APPENDIX ATTACHED HERETO, SHALL CREATE A WARRANTY. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT.

7. **Severability of Agreement.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or any part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or any part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

8. **Governing Law.** This Agreement shall be governed exclusively by the laws of the State of New York.

9. **Entire Agreement.** This Agreement and any Appendix referred to herein constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

10. **Amendment and Modification.** This Agreement may be amended or modified only by written agreement of the Parties, executed with the same formality as this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all Parties.

11. **Assignment.** No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of the Parties. Any attempt to make an assignment in violation of this provision shall be a material default under this Agreement and any assignment in violation of this provision shall be null and void.
12. Notices. All notices, requests, demands and other communications hereunder shall be in writing. Any notice, request, demand, claim or communication hereunder shall only be deemed duly given: (i) when delivered personally to the recipient or (ii) four (4) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, to the intended recipient as set forth below:

South Colonie: South Colonie Central School District
102 Loralee Drive
Albany, New York 12205-2298
Attn: Jonathan Buhner

Neighbor School District: Guilderland Central School District
8 School Road, P.O. Box 18
Guilderland Center, NY 12085-0018
Attn: Dr. Marie Wiles

13. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

14. Ambiguities. Each Party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

15. Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

16. Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

17. Necessary Acts, Further Assurances. The Parties shall at their own cost and expense promptly execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

18. No Third Party Beneficiaries. This Agreement is not intended, and shall not be construed, to create any rights in any parties other than South Colonie and Neighbor School District, and no person shall assert any rights as third-party beneficiary hereunder.
19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

20. **Authority to Execute.** Each person executing this Agreement on behalf of a Party hereto represents and warrants that he or she is duly authorized and has legal capacity to execute the Agreement on behalf of such Party. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party’s obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

*(Remainder of the page intentionally left blank; signatures on the following page)*
FOR SOUTH COLONIE CENTRAL SCHOOL DISTRICT

Jonathan Buhner
Superintendent

FOR GUILDERLAND CENTRAL SCHOOL DISTRICT

Dr. Marie Wiles
Superintendent
APPENDIX A

SOUTH COLONIE
ALTERNATIVE EDUCATION
PROGRAM

*THE STATEMENTS CONTAINED HEREIN DO NOT CREATE ANY WARRANTY. DO NOT RELY ON THE STATEMENTS CONTAINED HEREIN AS THEY ARE SUBJECT TO CHANGE*

What is Alternative Education?

The Colonie Academy Alternative Education Program located at the Pine Grove Methodist Church, 1580 Central Avenue, Albany, NY 12205 is a Regents Diploma program for high school age students. Many students also attend half day Career and Technical Education at Capital Region BOCES. Dedicated faculty and staff in the Alternative Education Program have enabled many students to recover deficient graduation credits and earn regular credits as per New York State Education Department regulations.

Why Alternative Education?

Our graduation rate is excellent with smaller groupings and dedicated staff members, including Administrative oversight, a Lead Teacher, Teaching Assistants, and visiting teachers who cover specials/electives. Our experienced faculty offer students a comfortable, safe and individualized learning environment. Students in Alternative Education programs remain in school and meet NYS mandated requirements. South Colonie Central School District achieved a 90% (four year) and a 92% (five-year) graduation rate during the 2018 school year, and a number of these students were enrolled in alternative programming.

What students are appropriate for program placement?

Alternative Education can, in many instances, help students who:

- are regular education students who are performing poorly in their current academic setting.
- are deficient in credits, and run the risk of either dropping out, or not graduating with their cohort.
- struggle with attendance issues.
- suffer from school related anxiety that may otherwise place them in a home tutoring situation.
- are feeling disconnected from their home school environment.
- feel “lost” in large school settings.
- struggle academically due to distractibility, and need the support that small classes can offer.
due to the buildup of behavior referrals may face continuous or long term suspensions. Alternative Education provides a new start for students who need it.

- don’t complete homework.

How are students referred?

- Initial referral comes from the home school districts with Superintendent’s approval. (Parents/students cannot self-refer).
- Home School District must forward the academic transcript, attendance, and disciplinary records. (All records are considered confidential and are returned to the home district upon program completion.)
- Colonie Central High School Pupil Services Team reviews confidential information received, and if appropriate, contacts the home school to set up an intake appointment.
- Intake takes place with student and parent. Whenever necessary, and possible, home school administrators and counselors may attend. Referring professionals from the home school are always welcome.
- The purpose of the intake appointment is to meet the student, explain the program, and ultimately determine if the Alternative Education Program is an appropriate placement for the student. Additionally, parents and students are asked to read and sign various procedural forms necessary for enrollment.
- If appropriate, a start date is determined. Whenever possible, students will start the Alternative Program in the beginning of the quarter or semester.
- After the intake has been completed, Guidance makes contact with the referring school district to request transfer grades and emergency/contact information.
- Student starts attending program.
- Progress reports/report cards are sent to parents/guardians and home district Guidance Department.

Other Information:

- Home districts will coordinate transportation with South Colonie. Attending students may ride South Colonie buses transporting to or from the regional BOCES Career & Technical Center.

- Session Times:
  Morning Session: 7:30 a.m. to 10:30 a.m.
  Afternoon Session: 11:00 a.m. to 2:00 p.m.

Costs: $6,500 per slot per school year (10 months). South Colonie will pro-rate cost as per the month of enrollment if the student enrolls after the start of the school year.
F. Contracted Transportation Services Bids

Resolved, that the Board of Education award the bids for private transportation services for various school locations serving private/parochial students or students with disabilities for the 2019-20 school year to the lowest responsible bidders meeting specifications as recommended.

Private transportation contract service bid tab 2019-20
TO: Members of the Board of Education
FROM: Neil T. Sanders, Assistant Superintendent for Business
SUBJECT: Private Transportation Service Contract Bid- 2019 - 20
DATE: August 13, 2019

Sealed bids duly advertised were opened on July 24, 2019 for Private Transportation Service for various school locations serving private/parochial students or students with disabilities for the 2019-20 school year. Nine (9) vendors were solicited; three (3) responded with the results below:

Note: This bid is for daily transportation from the students’ home to a private placement that the district is unable to provide with current staffing. All of the contracted routes are eligible for state aid reimbursement.

Recommendation:

An analysis of the bids by Danielle Poirier, Supervisor of Transportation, and me indicates that the award for the Private Transportation Service Contract for the 2019 – 20 school year be made to the lowest responsible bidders meeting specifications as indicated by the yellow shading.
### Private Transportation Service Contract Bid Summary - 2019-20
#### Private/Parochial Routes

**July 24, 2019**

<table>
<thead>
<tr>
<th>School</th>
<th>A+Medi Estimated Annual Cost</th>
<th>Durham School Services Estimated Annual Cost</th>
<th>Northland Transportation Estimated Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bishop Gibbons</td>
<td>N/B</td>
<td>N/B</td>
<td>$50,645.25</td>
</tr>
<tr>
<td>Brighter Choice</td>
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<tr>
<td>Brown School</td>
<td>N/B</td>
<td>N/B</td>
<td>$43,206.30</td>
</tr>
<tr>
<td>Henry Johnson</td>
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<td>N/B</td>
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<td>LaSalle Institute</td>
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<td>N/B</td>
</tr>
<tr>
<td>Mekeel Christian</td>
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<td>N/B</td>
<td>$43,206.30</td>
</tr>
<tr>
<td>Doane Stuart</td>
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<td>$43,206.30</td>
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<td>Emma Willard</td>
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<td>Green Tech H.S.</td>
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<td>N/B</td>
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<tr>
<td>RiverRun</td>
<td>N/B</td>
<td>N/B</td>
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<tr>
<td>Spotted Zebra</td>
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<td>Tech Valley H.S.</td>
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<td>N/B</td>
<td>N/B</td>
</tr>
<tr>
<td>Woodland Hills</td>
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<td>N/B</td>
</tr>
</tbody>
</table>
# GUILDERLAND CENTRAL SCHOOL DISTRICT
Private Transportation Service Contract Bid Summary- 2019-20

**Students with Disabilities**

July 24, 2019

### A+Medi

<table>
<thead>
<tr>
<th>School</th>
<th>Bus and Driver</th>
<th>Aide</th>
<th>Estimated Annual Cost</th>
<th>Add/Delete Student(s) Cost Per Mile*</th>
<th>Durham School Services</th>
<th>Northland Transportation</th>
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<tbody>
<tr>
<td>St. Catherine’s (4)</td>
<td>N/B</td>
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<td></td>
<td></td>
<td>$202.00</td>
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<tr>
<td>Charlton School (7)</td>
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<td>Maple Hill M.S.</td>
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<tr>
<td>Wildwood-Latham (5)</td>
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<td>Iroquois M.S. (5)</td>
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<td>Niskayuna H.S. (7)</td>
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<tr>
<td>Rensselaer Academy</td>
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<td>Crossroads School (2)</td>
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<td>Rotterdam Academy (3)</td>
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<td>$191.30</td>
<td>$191.30</td>
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<tr>
<td>Northland Transportation Alternate Bid</td>
<td>Bus and Driver</td>
<td>Aide</td>
<td>Estimated Annual Cost</td>
<td>Add/Delete Student(s) Cost Per Mile *</td>
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</tr>
<tr>
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<td>Brown School and River Run</td>
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<td>Bishop Gibbons and Crossroads School</td>
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<td>Mohonasen H.S. and Rotterdam Academy</td>
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<td>St. Catherine’s and Spotted Zebra</td>
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<td>Iroquois Middle School and Wildwood Latham</td>
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<td>Scotia-Glenville H.S., Mekeel Christian and Oak Hill School</td>
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<td>Niskayuna H.S. and Charlton School</td>
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<td>$60.00</td>
<td>$67,999.50</td>
<td>$4.50</td>
<td></td>
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</tr>
</tbody>
</table>

* Used to calculate changes in the contract for adding or deleting students.
N/B = No Bid Submitted

Northland Transportation provided bid pricing for standalone (single tier) routes as well as for routes labeled 1-7, which paired schools by geographic location.
BUSINESS ACTION
August 13, 2019

G. Hudson Valley Community College Agreement

Resolved, that the Board of Education approve the agreement with Hudson Valley Community College to make available College in the High School courses to students for college credit during the 2019-20 school year.

Attachment: Hudson Valley Community College Agreement
COOPERATIVE AGREEMENT
BETWEEN
HUDSON VALLEY COMMUNITY COLLEGE
AND
Guilderland Central School District
2019-2020

In the interest of effectively serving our community, Hudson Valley Community College and the Guilderland Central School District hereby commit themselves to a Cooperative Agreement aimed at providing high school students with access to higher education. In order to accomplish this goal, the aim is to increase student knowledge of career options, offer educational sequences that are academically and financially feasible, increase the success rate of students completing the two-year college program and provide incentives designed to encourage aspiring students. Hudson Valley Community College is committed to being the college of choice for Guilderland Central School District students seeking dual enrollment credit during their high school years. The college will work diligently with the school district to offer those credit courses needed by district students.

Hudson Valley Community College offers three options for delivery of College in the High School courses to school districts:

1. Hudson Valley authorizes a high school teacher to provide college credit-bearing coursework to students in the high school.
2. A member of the faculty at Hudson Valley teaches college credit-bearing coursework to high schools via Interactive Television.
3. A member of the faculty at Hudson Valley teaches college credit-bearing online courses to high school students.

All adjunct faculty must meet HVCC departmental qualifications in order to be approved to teach. The course for which HVCC credit is to be awarded will provide academic instruction equivalent to the college course and beyond and in greater depth than the high school courses. A specific listing of the courses and the faculty approved to teach those courses for Guilderland Central School District for the school year 2019-2020 is attached to this agreement as Schedule A.

HVCC course outlines will be followed, as well as the college's regulations pertaining to grading, submission of grades and final examinations. Adjunct faculty will be expected to comply with student privacy regulations under the Family Educational Rights and Privacy Act as well as the college's anti-discrimination and harassment policies as set forth in the college's catalog. The appropriate college academic department will provide a course outline for each course, outlining the topics and depth of coverage for each course. The high school teacher should prepare a course syllabus outlining topics, coverage, learning objectives, and methods of evaluating student performance. Applicable academic policies and regulations, as stipulated in the HVCC catalog, shall apply to such courses, including basic skills and prerequisite course requirements.

Assessment of student learning in the course will be comparable to on-campus offerings. The quality of the teaching will be reviewed periodically, including classroom observations and review of course materials, assignments and expectations of the students by the appropriate department chair. An HVCC faculty liaison will be assigned to each teacher to provide discipline specific mentoring and support. This liaison will be required to do a site visit at least once per year to share and exchange ideas about instructional strategies and to collect the above-mentioned course materials for review by the department chair. The high school principal will also support one day of release time to the high school concurrent enrollment teacher for professional development at HVCC.

The approved textbooks for an HVCC course will be adopted by the school district.

In order to be officially registered, a student must complete and submit a Student Registration Information form and a valid Certificate of Residence, which they obtain from their County Treasurer's Office. Students must comply with registration policies and procedures. It is the intent of the college to charge the student a net price of $65.00 per credit hour. This payment will be made directly to HVCC and should accompany registration papers.

Classes offered for college credit should be restricted to only those students registered for college credit. These courses
are designed primarily for seniors or juniors in good academic standing in high school, who have completed prerequisite course work and are recommended by faculty and/or guidance counselors to take college courses. Exceptions to this policy will be handled on a case by case basis with the Office of School Programs.

Students who formally register with HVCC for a course will earn college credit and will have an official HVCC transcript of their course work on file at HVCC.

Students enrolled at the college are eligible to receive identification cards and to utilize college facilities and services. All students will be subject to the college’s regulations pertaining to academic ethics, code of conduct and computer use policy that are set forth in the college’s catalog. Each student participating in this program should go to the college’s Web site at www.hvcc.edu to acquaint themselves with these policies and regulations.

Signature, School District Official

Signature, Hudson Valley Community College Official

Title

Title

Date

Date
## Schedule A
Guilderland Central School District
2019-2020

<table>
<thead>
<tr>
<th>Course Number</th>
<th>Course Title</th>
<th>Instructor</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACTG 110</td>
<td>Financial Accounting</td>
<td>Joan McGrath</td>
</tr>
<tr>
<td>ACTG 120</td>
<td>Personal Finance</td>
<td>Sarah Hubbard</td>
</tr>
<tr>
<td>SOCL 110</td>
<td>Social Problems</td>
<td>Online</td>
</tr>
</tbody>
</table>
BUSINESS ACTION
August 13, 2019

H. Internship Agreement

Resolved, that the Board of Education approve the agreement with Western Governors University College for Guilderland Central School District to accept students for internship and practicum experience and authorize the Superintendent of Schools to execute the agreement.

Attachment: Western Governors University Agreement
This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and Guilderland Central School District (“District”), and is effective as of the date of the last signature below (“Effective Date”).

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District’s background requirements.

A. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort and will receive an invitation to participate in an annual focus group.

B. Cooperating Teacher Standards

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Holds a teaching credential or license for the subject area and/or grade level being taught;
- Has a minimum of 3 years of teaching experience with strong evaluations;
- Demonstrates a positive impact on student learning in the classroom;
- Demonstrates ability to serve as a positive role model and mentor;
- Demonstrates actions related to leadership qualities and collaborating with others;
- Successfully and with positive impact mentored teacher candidates, colleagues, and/or adults;
- Uses a computer to correspond with WGU staff and complete online evaluation forms; and
- Consistently models the dispositions and ethical considerations expected of WGU Teacher Candidates:
  - caring and considerate
  - affirming of diversity and cross-culturally competent
  - reflective practitioner
  - equitable and fair
  - committed to the belief that all students can learn
  - collaborative
o technologically proficient
o professional leadership

C. WGU Responsibilities

WGU will:

• Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experiences.

• Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher’s services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.

• Require Teacher Candidates to have completed a background check acceptable to District prior to participating in Field Experience activities.

• Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.

• Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.

• Maintain an online site for support, resources, and training for Cooperating Teachers.

• Facilitate a Cohort Seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

D. District Responsibilities

District, or school administrator, will:

• Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.

• Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates.

• Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.

• Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.

• Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.

• Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.

• Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.

• Provide any accommodations or supports required under State or Federal disability laws by the student in order to perform in the practicum.

• Encourage Cooperating Teachers to participate in WGU’s training, held for each cohort (Fall or Spring) when a new Teacher Candidate is assigned, to understand WGU’s policies, processes, procedures, and how to mentor adult learners.

• Encourage Cooperating Teachers to participate annually in WGU’s Evaluation Form Calibration.

• Encourage administrators and Cooperating Teachers to participate in WGU’s Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.
E. Additional Terms

- **Term.** This Agreement shall commence on the Effective Date and shall continue for one (1) year from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.

- **Designation of Representative.** Each party shall designate a representative to serve as a point of contact between the parties for communication and coordination of Student Teaching.

- **Education Records.**
  - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a “school official” with a legitimate educational interest in such records.
  - WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student’s parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

- **Video Recordings.** During Student Teaching, Teacher Candidates may be required to submit video recordings of their classroom teaching performance (recordings). Such recordings are designed to assist Teacher Candidates in improving their instruction and allow WGU to evaluate Teacher Candidate performance. Although student images may appear in the recordings, the primary focus is on the instruction and not the students or other adults in the classroom. The recordings will not be made public and will be uploaded to a secure site to be scored by WGU evaluators. WGU will instruct Teacher Candidates: (i) on appropriate protocol to submit recordings for evaluation; (ii) that no part of the recordings should be used for any personal or professional purposes outside of performance evaluation; and (iii) that recordings be destroyed once the evaluation is completed. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of District’s students should be agreed directly between the District and Teacher Candidates.

- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.

- **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least $1,000,000 per occurrence and $2,000,000 annual aggregate and, upon District’s request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers’ compensation insurance as required by law.

- **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate.

- **Status of Parties.** The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed so as to make the parties joint venturers, partners, or agents of the other. Neither party shall have nor hold its self out as having any power or authority to bind, create liability for, or otherwise act on behalf of the other.

- **Status of Teacher Candidates.** The parties acknowledge that the Teacher Candidates are not employees of the District or WGU during their Field Experience but rather students of WGU satisfying requirements of their degree programs. As a result, the Teacher Candidates shall not be eligible for, nor receive, pay or other compensation or benefits of any kind.
• **Policies and Applicable Law.** Teacher Candidates shall be subject to and shall abide by all applicable policies, rules and regulations of the District, as well as Federal, State and Local law and regulation. This includes, but is not limited to, the requirement that all Teacher Candidates will comply with the requirements of FERPA and other applicable Federal and State student record confidentiality laws.

• **Liability.** In accordance with State law and decisions thereunder, WGU shall be responsible for any liability, claim, loss, damage, suit or judgment (and if assessed by a court of competent jurisdiction, any costs, expenses and reasonable attorney’s fees) arising directly from the negligent acts or omissions of the WGU or its officers or employees in connection with or on account of the activities carried out under this Agreement.

• **Governing Law.** Any disputes arising from this Agreement shall be resolved in a court of competent jurisdiction with Albany County, New York, and the parties consent to jurisdiction of any such court. The Agreement shall be governed by and construed in accordance with New York State law.

• **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District’s state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, Vietnam-era veteran status, or any other basis protected by law.

• **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement.

F. **Definitions**

For the purposes of this Agreement, capitalized terms will have the following meanings:

• Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.

• Cooperating Teacher (or host teacher) refers to a district employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.

• Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of “supervisor” established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate’s progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the district/school.

• Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.

• Student Teaching (or demonstration teaching) refers to the greater of the WGU full-time and continuous requirement of 12 weeks (16 weeks for special education) or the State’s and/or District’s minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.

• Field Experience refers collectively to the Preclinical Experience and Student Teaching.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.
WGU

By: ______________________________
Title: Director, Teachers College Field Experience
Date: _____________________________

For notice purposes, contact:
Terry Miller
Project Manager, Field Experience Outreach
Western Governors University
4001 South 700 East, Suite 700
Salt Lake City, UT 84107-2533
Phone: (385) 428-5217
Fax: (801) 401-7961
fieldplacement@wgu.edu

DISTRICT

By: ______________________________
Title: _____________________________
Date: _____________________________

For notice purposes, contact:
Name: _____________________________
Title: _____________________________
District: ___________________________
Street: ____________________________
City/State/Zip: _____________________
Phone: ____________________________
Fax: ______________________________
Email: ____________________________
I. **2018-19 School Breakfast and Lunch Prices**

Resolved, that the Board of Education approve the following prices for the school lunch and breakfast programs for the 2019-20 school year:

<table>
<thead>
<tr>
<th></th>
<th>Breakfast</th>
<th>Lunch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary</td>
<td>$1.95</td>
<td>$2.80</td>
</tr>
<tr>
<td>Middle School</td>
<td>$1.95</td>
<td>$3.05</td>
</tr>
<tr>
<td>High School</td>
<td>$2.50</td>
<td>$3.05</td>
</tr>
</tbody>
</table>

Attachment: 2019-20 School Lunch Program Memo
To: Neil Sanders, Assistant Superintendent of Business  
From: Megan Beck, Food Service Director  
Date: July 30, 2019

After reviewing the financial report for 2018-2019, the school lunch program ended the year with a $111,143.99 surplus. This is due to increases in federal aid, increase in student meals sold, bringing in new menu and a la carte items, menu planning, and careful tracking of ordering and inventory.

Secretary of Agriculture Sonny Perdue has relaxed the restriction on whole grains and maintained the sodium restriction throughout the 2019-2020 school year to prevent hardships to schools and increase student acceptance of school meals. Therefore, we do not have to make further changes to our nutritional programs but will maintain the current level of due diligence to attain the main objective, healthy students.

After projecting the revenue and expenses for the 2019-2020 school year and analyzing the impact of increasing lunch prices, I am proposing that we do not increase the price of our meals throughout the district. We are working hard on sourcing local products for the upcoming school year. If 30% of our school lunch food is sourced from within NYS, we will receive an additional $0.25 reimbursement for each lunch sold. This would be an additional $63,611.75 in state reimbursement for our lunch program (this would be shown in the 2020-2021 year as we would receive the funding after we track the purchases for a year). We saw a ~2% increase in overall lunch participation and the percentage of students qualifying for free and reduced meals rose from 18.84% to 19.69% during the 2018-2019 school year. We are estimating our meal counts should continue to slowly increase due to the projected Federal changes to the Food Stamp Program.

I sent out a survey to the parents of all students, and also the students at FMS and GHS this past May. One of the large take-a-ways from the survey was that students and parents are both looking for less processed, healthier options for breakfast and lunch. We will be able to achieve that by purchasing local produce and dairy products. I am continually looking for healthy food options for our students, while promoting health and nutrition in our program. Good nutrition has always been a primary goal for Guilderland while continuing to participate in the National School Lunch Program (NSLP).
J. **Emergency Pesticide Application for Poison Ivy**

RESOLVED, that the Board of Education hereby determines that poison ivy located on athletic fields and playgrounds at Guilderland High School, Farnsworth Middle School, Guilderland Elementary, Lynnwood Elementary, Westmere Elementary, Altamont Elementary, and the grounds behind the Transportation Department, warrants an emergency application of pesticide to protect public health in accordance with Education Law Section 409-K.

Attachment: Emergency Pesticide Request Letter
August 6, 2019

Dr. Seema Rivera, President
Board of Education
Guilderland Central School District
8 School Road
Guilderland Center, N.Y. 12085-0018

Dear Dr. Rivera,

According to Cliff Nooney, Director of Physical Plant Management there is a significant poison ivy problem in the following areas within your school district:

- High School- Along fence lines surrounding sports fields.
- Middle School- At guard rail along main driveway.
- Guilderland Elementary- at the edge of the woods surrounding playing fields.
- Lynnwood Elementary- at parking lot edge and playing field edges.
- Westmere Elementary- at playing field edges.
- Alton Elementary- at playing field edges and under a large tree on front lawn.
- Transportation compound- near bus plugs.

The Child Safe Playing Fields Act (Education Law 409K) prohibited the use of pesticides under most circumstances. The NYS Department of Environmental Conservation (DEC) was tasked with writing the guidance document for that law however, and in it DEC stated - “an exception from the pesticide prohibition is provided for emergency applications…each public school must contact its school board to seek an emergency pesticide application determination for any type of situation that may warrant an emergency.”

(Taken from http://www.dec.ny.gov/docs/materials_minerals_pdf/guidancech85.pdf)

Poison ivy presents a hazard to most people who come into contact with it. With that in mind, my professional opinion is that you should not expect district employees to try to remove poison ivy manually. I therefore respectfully request that you grant Cliff Nooney permission to have the district’s NYS certified pesticide applicator apply pesticide to the poison ivy in the areas listed above.

Sincerely,

Timothy J. Murphy

CC: Neil Sanders
   Clifford Nooney
K. General Fund Transfers

Resolved, that the Board of Education approve budgetary transfers totaling $230,864 as noted below:

<table>
<thead>
<tr>
<th>FROM</th>
<th>FUNCTION</th>
<th>AMOUNT</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>2250</td>
<td>Students w/ Disabilities</td>
<td>$34,357.00</td>
<td>5540</td>
</tr>
<tr>
<td></td>
<td>Employee Benefits -</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Workers Compensation</td>
<td>$82,982.00</td>
<td>9089</td>
</tr>
<tr>
<td>2610</td>
<td>School Library - BOCES</td>
<td>$10,146.00</td>
<td>2280</td>
</tr>
<tr>
<td></td>
<td>Computer Assisted Instruction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2630</td>
<td>Students w/ Disabilities</td>
<td>$11,362.00</td>
<td>2010</td>
</tr>
<tr>
<td>2250</td>
<td>Students w/ Disabilities</td>
<td>$43,964.00</td>
<td>2020</td>
</tr>
</tbody>
</table>
L. Resolution to Confirm Tax Rolls and Authorize Tax Levy

RESOLUTION TO CONFIRM TAX ROLLS AND AUTHORIZE TAX LEVY
RESOLUTION TO CONFIRM TAX ROLLS AND AUTHORIZE TAX LEVY

WHEREAS the Board of Education has been authorized by the voters at the Annual School Meeting to raise the current budget for the 2019-2020 school year a sum not to exceed $102,107,375.

THEREFORE BE IT RESOLVED, that the board fix the equalized tax rates by towns and confirm the extension of the taxes as they appear on the following described tax roll:

### Guilderland School District

<table>
<thead>
<tr>
<th>Name of Town</th>
<th>Total Assessed Valuations by Towns</th>
<th>Equalized Tax Rate by Towns</th>
<th>Total Tax Levy by Towns</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guilderland</td>
<td>$4,054,786,286</td>
<td>$16.7630</td>
<td>$67,967,448.71</td>
</tr>
<tr>
<td>Bethlehem</td>
<td>$264,671,879</td>
<td>$17.6445</td>
<td>$4,670,003.38</td>
</tr>
<tr>
<td>New Scotland</td>
<td>$15,353,138</td>
<td>$18.2199</td>
<td>$279,732.10</td>
</tr>
<tr>
<td>Knox</td>
<td>$14,090,199</td>
<td>$29.9326</td>
<td>$421,756.81</td>
</tr>
<tr>
<td>TOTALS</td>
<td>$4,348,901,502</td>
<td></td>
<td>$73,338,941.00</td>
</tr>
</tbody>
</table>

### Guilderland Public Library

<table>
<thead>
<tr>
<th>Name of Town</th>
<th>Total Assessed Valuations by Towns</th>
<th>Equalized Tax Rate by Towns</th>
<th>Total Tax Levy by Towns</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guilderland</td>
<td>$4,054,786,286</td>
<td>$0.8898</td>
<td>$3,607,695.51</td>
</tr>
<tr>
<td>Bethlehem</td>
<td>$264,671,879</td>
<td>$0.9366</td>
<td>$247,882.63</td>
</tr>
<tr>
<td>New Scotland</td>
<td>$15,353,138</td>
<td>$0.9671</td>
<td>$14,848.11</td>
</tr>
<tr>
<td>Knox</td>
<td>$14,090,199</td>
<td>$1.5888</td>
<td>$22,386.75</td>
</tr>
<tr>
<td>TOTALS</td>
<td>$4,348,901,502</td>
<td></td>
<td>$3,892,813.00</td>
</tr>
</tbody>
</table>

AND BE IT HEREBY DIRECTED THAT the tax warrant of this board, duly signed shall be affixed to the above-described tax rolls authorizing the collection of said taxes to begin September 1, 2019 and end October 31, 2019 giving the tax warrant an effective period of 61 days at the expiration of which time the tax collector shall make an accounting in writing to the board;

AND IT IS FURTHER DIRECTED THAT the delinquent tax penalties shall be fixed as follows:

1\textsuperscript{st} month free period,

2\textsuperscript{nd} month interest of 2 percent added,
M. Motion Concerning Tax Warrant

MOTION CONCERNING TAX WARRANT
MOTION CONCERNING TAX WARRANT

Motion made by: ; Seconded by:

WHEREAS: Chapter 73 of the Laws of 1977, amended Section 1318, subdivision 1 of the Real Property Tax Law; and

WHEREAS: the unencumbered, unreserved fund balance at the close of the last fiscal year must be applied in determining the amount of the school tax levy except for an amount not to exceed 4% of the current school year budget; and

WHEREAS: this latter amount may be held as surplus funds during the current school year; now therefore

BE IT RESOLVED: that the board of education retain as surplus funds $4,084,295 from the fund balance of $4,933,795 thereby applying $849,500 to the reduction of the tax levy.

BE IT ADDITIONALLY RESOLVED AS FOLLOWS:

To the collector of Guilderland Central School District, Towns of Guilderland, Bethlehem, New Scotland and Knox, County of Albany New York State.

You are here by commanded:

To give notice and start collection on September 1, 2019 in accordance with the provisions of Section 1322 of the Real Property Tax Law.

To give notice that tax collection will end on October 31, 2019.

To collect taxes as follows:

<table>
<thead>
<tr>
<th>TOWN</th>
<th>SCHOOL TAX LEVY</th>
<th>LIBRARY TAX LEVY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guilderland</td>
<td>$67,967,448.71</td>
<td>$3,607,695.51</td>
</tr>
<tr>
<td>Bethlehem</td>
<td>$4,670,003.38</td>
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</tr>
<tr>
<td>Knox</td>
<td>$421,756.81</td>
<td>$22,386.75</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$73,338,941.00</td>
<td>$3,892,813.00</td>
</tr>
</tbody>
</table>

in the total sum of $77,231,754 in the same manner that collectors are authorized to collect town and county taxes in accordance with the provisions of Section 1318 of the Real Property Tax Law.

To make no changes or alterations in the tax warrant or the attached tax rolls but shall return the same to the board of education. The board may recall its warrant and tax roll for correction of errors or omissions in accordance with the provisions of Section 1316 of the Real Property Tax Law.

To forward by mail to each owner of real property listed on the tax rolls within ten days after the start of collection a statement of taxes due on his property on press-numbered tax bill forms provided by the school district in accordance with the provisions of Section 922 of the Real Property Tax Law. To forward by mail, without interest penalties, to the office of the county treasurer a detailed tax bill of all state land parcels liable for taxes on the school tax rolls in accordance with provisions of Sections 540 and 544 of the Real Property Tax Law.
To receive from each of the taxable corporations and natural persons the sums listed on the attached tax rolls without interest penalties when such sums are paid before the end of the first month of the tax collection period. To add two percent interest penalties to all taxes collected during the second month of the tax collection. To issue press-numbered receipts only on forms provided by the school district in acknowledgement of receipt of payments of taxes and to retain, preserve and file exact carbon copies of all such receipts issued as required by Section 987 of the Real Property Tax Law.

To promptly return the warrant at its expiration and if any taxes on the attached tax rolls shall be unpaid at that time, deliver an accounting thereof on forms showing by town the total assessed valuation, tax rate, the total tax levy, the total amounts remaining uncollected as required by Section 1330 of the Real Property Tax Law.

The warrant is issued pursuant to Sections 910, 912 and 914 of the Real Property Tax Law and is delivered in accordance with Sections 1306 and 1318 of this law. It is effective immediately after it is properly signed by a majority of the board of education. The warrant shall expire on the date stated above unless a renewal or extension has been endorsed on the face of this warrant in writing in accordance with Section 1318, subdivision 2 of the Real Property Tax Law.

Member Vote

Barbara Fraterrigo
Benjamin Goes
Timothy Horan
Sean Maguire
Kelly Person
Seema Rivera
Judy Slack
Gloria Towle-Hilt: Motion Carried
BUSINESS ACTION
August 13, 2019

N. Appropriation to Reserve Funds

RESOLVED, that the Board of Education for the Guilderland Central School District is hereby authorized to fund the Tax Certiorari Reserve the amount of unassigned fund balance exceeding 4% of the 2019-20 voter adopted budget pursuant to Section 1318 of the Real Property Tax Law.
SUPERINTENDENT ACTION  
August 13, 2019

A. Resolution for Approval to Accept Grant

RESOLVED, that the Board of Education of the Guilderland Central School District authorizes Marcia Ranieri, Instructional Administrator for World Languages and English as a New Language, to accept a grant in the amount of $3000 awarded through the Italian American Community on Education. This grant is for the purchase of supplies and materials for our Italian program and will require that we join IACE for a $100 membership fee and spend the grant money by December 31, 2019.
B. Career and Technical Education (CTE) Approval Process

Resolved, That the Board of Education approves the following Career and Technical Education programs:

- Accounting/Finance
- Business Management/Administration
- Entrepreneurship
- Marketing